



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, August 12, 2025

1:15 PM

ENGINEERING SERVICES

- 1.** Approve additional fees in the amount of \$312,368.88 to ISM Engineering for engineering services supporting the fiber, rainfall, and on-call engineering (Change Order #5 - 19UTI792).
- 2.** Motion to determine that portion of Woodson Lane as shown on the attached plat and consisting of approximately .32 acre, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the appropriate party(ies).
- 3.** Motion to approve that the portions of Dogwood Terrace Apartments, approximately 940 feet of Fifteenth Ave, 326 feet of Dudley Street, 1264 feet of First Avenue, 1155 feet of Second Avenue, 1393 feet of Third Avenue, 722 feet of Leonard Drive and 877 feet of Old Savannah Road as shown on the attached plat, have ceased to be used by the public to the extent that no substantial public purpose is served by them and that their removed from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. 32 -7-2.
- 4.** Motion to authorize condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-044-00-0) 411 Rachael Street (East Augusta Drainage and Improvements Phase IV Project).
- 5.** Motion to authorize condemnation to acquire a portion of property for right of way and permanent easement (Parcel 150-0-014-00-0) 2990 Ulm Road (Willis Foreman Road Widening Project – Project Parcel 14).
- 6.** Motion to authorize condemnation to acquire a portion of property for right of way and permanent easement (Parcel 150-0-009-06-0) 2992 Willis Foreman Road (Willis Foreman Road Widening Project – project parcel 36).
- 7.** Motion to authorize condemnation to acquire a portion of property for permanent easement (Parcel 150-0-009-06-0) 2992 Willis Foreman Road (Willis Foreman Road Widening Project – project parcel 39).
- 8.** Motion to authorize condemnation to acquire a portion of property for permanent easement (Parcel 178-0-026-00-0) 2738 Willis Foreman Road (Willis Foreman Road Widening Project- project parcel 126).

9. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 16. Also, approve Augusta Utilities Department easement deed and maintenance agreement.
10. Georgia Department of Transportation (GDOT) “Augusta Highway-Rail Grade Crossing Safety Improvements” Project and Request to Approve Implementation of Crossing Safety Control Measures including Permanently Closing Miller Street, Marks Street, and Holly Street at Grade Railroad Crossing. AE / Presenter GDOT Consultant
11. Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Broad Street and Greene Street Lighting Improvements Projects (PI #0020263 & PI#0020264). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). /AE
12. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Worthington. Also, approve Augusta Utilities Department easement deed and maintenance agreement.
13. Motion to approve Willis Foreman Rd Improvements Project Value Engineering (VE) study fee paid to GDOT in amount to \$100,000.00. /AE
14. Motion to install drain at 1912 Ellis St. **(Requested by Commissioner Jordan Johnson)**
15. Motion to authorize condemnation to acquire a portion of property for permanent drainage easement and temporary construction easement (Parcel 061-3-135-00-0) 1322 Solomon Place (East Augusta Drainage and Improvements Phase IV Project).
16. Motion to authorize condemnation to acquire a portion of property for right of way and temporary construction easement (Parcel 043-4-001-00-0) 2631 Wrightsboro Road (Wrightsboro Road Improvements Project).
17. Motion to authorize condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-035-00-0) 1320 Bruce Street (East Augusta Drainage and Improvements Phase IV Project).
18. Motion to authorize condemnation to acquire a portion of property for temporary construction easement and driveway easement (Parcel 042-3-029-00-0) 1700 Valley Park Court (Wrightsboro Road Improvements Project).
19. Task the Administrator and Engineering with creating a consolidation / divestment plan for the alley ways and all like kind properties that are owned and maintained by the city. **(Requested by Commissioner Stacy Pulliam)**
20. **Mr. Zelwin Davis** regarding overgrown property at Walton Green Apartments and potholes at corner of Lucky Street and Suwanee Quintet Blvd.1550 and 1546 15th Street.
21. Motion to **approve** the minutes of the July 29, 2025 Engineering Services Committee Meeting.



Engineering Services

Meeting Date: 08/12/2025

ISM On-Call Engineering Services Additional Fees – CO#5 19UTI792

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve additional fees in the amount of \$312,368.88 to ISM Engineering for engineering services supporting the fiber, rainfall, and on-call engineering (Change Order #5 - 19UTI792).
Background:	AUD is currently evaluating the extension of fiber and 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 the fiber, rainfall monitoring, and supplemental engineering projects. This additional funding has been targeted to continue using ISM in an on-call basis. Funding in the amount of \$312,368.88 is available from accounts:
Financial Impact:	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 are available in the following accounts: G/L 516043490-5212115 - J/L 88880230-5212115
<u>REVIEWED AND APPROVED BY:</u>	Wes Byne

July 17, 2025

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

RE: 2025 Proposal and Fee for AUD Projects – Phase I

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. Fees are for six (6) ongoing AUD projects, and the total estimated fee for Phase I is **\$312,368.88**. See details attached.

AUD PROJECT COST SUMMARY - 2025		
NO.	DESCRIPTION	PHASE I COST
1	Project Management	\$ 154,560.00
2	Littrell Planning and Design	\$ 70,401.50
3	On-going Rainfall Analysis	\$ 30,360.00
4	1858 Wylds Road Site Design	\$ 7,360.38
5	Dennis Road Improvements Waterline Design	\$ 32,609.50
6	Rain Guage Installations	\$ 17,077.50

\$ 312,368.88

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 : _____ Director

DATE: _____

CITY: AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: _____ Garnett Johnson

AS ITS: _____ MAYOR

ATTEST CLERK: _____

PRINTED NAME: _____ Lena Bonner

AS ITS: _____ Clerk of Commission

DATE: _____

Copy To:
DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

AUGUSTA & F! # " ~ , #) " (- REQUISITION

Item 1.

HWP F % 507 - Capital Improvements

CHECK ALL THAT APPLY:

DATE: 08/1/2025

Fgr ctwo gpv: Wkklgu

I N#: 516043490 - 5212115

"IN% 88880230 - 5212115

BID ITEM # 18-132

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Date 06/27/2024

Date _____

Date _____

VENDOR:	INFRASTRUCTURE SYTEMS MGM							
ADDRESS:	VENDOR# 24876							
PHONE #:								
QUOTED BY:								
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	PROFESSIONAL			0		0		0
2.	SERVICES FOR			0		0		0
3.	FOR AUTOMATED			0		0		0
4.	METERING INF MGMT			0		0		0
5.				0		0		0
6.	C/O #5 19UTI792	1	312368.88	312368.88		0		0
7.				0		0		0
8.				0		0		0
9.	NEW PO TOTAL	1652538.88		0		0		0
10.				0		0		0
11.	APPROVED BY			0		0		0
12.	COMMISSION			0		0		0
13.	06/27/2024 ITEM#15			0		0		0
14.	(COPY ATTACHED)			0		0		0
	SHIPPING CHARGES			0		0		0
	TOTAL			312368.88		0		0

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

AUD-ENGINEERING DEPT.

COMMISSION-06/27/2024

REQUESTED BY:

APPROVED BY:

Directors

Signature: _____

Jess Thompson

ENGINEERING CONTRACT CHANGE ORDER

CO NUMBER	5
BID ITEM	18-132
DATE	08/01/2025

PROJECT TITLE ON CALL ENGINEERING SERVICES

ORIGINAL CONTRACT DATE 11/14/2019 **PROJECT NUMBER** 88880230

OWNER AUGUSTA, GEORGIA **PO NUMBER** 19UTI792

The following change is hereby made to the contract for the above project:

Description of Change (for a more detailed description see attached proposal):

ADDITIONAL FFES FOR ENGINEERING SERVICES SUPPORTING THE FIBER, RAINFALL, AND ON CALL ENGINEERING

PAYEE INFRASTRUCTURE SYSTEMS MGMT LLC

TOTAL AMOUNT OF THIS CHANGE ORDER \$ 312,368.88

The contract time will be INCREASED by 30 calendar days as a result of this change.

ORIGINAL CONTRACT AMOUNT \$ 200,000.00

PREVIOUS CHANGE ORDER (INCREASE) \$ 1,140,170.00

THIS CHANGE ORDER (INCREASE) \$ 312,368.88

TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER \$ 1,652,538.88

FUNDING NUMBER/ACCOUNT NUMBER 516043490 5212115

88880230 5212115

PROPOSED BY: ISM LLC DATE: 08/01/2025

CONTRACTOR

N/A

REQUESTED BY: DATE:

ENGINEER

SUBMITTED BY:

Jess Thompson

DEPARTMENT HEAD

APPROVED FOR WES BYNE:

DATE: 08/01/2025

FINANCE ENDORSEMENT:

COMPTROLLER

DATE:

RECOMMENDED BY:

ADMINISTRATOR

DATE:

APPROVED BY:

MAYOR

DATE:

PURCHASE ORDER

AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 2

Item 1.

PURCHASE ORDER NO.

19UTI792

REQUISITION/QUOTE NO.
R325378

DATE 07/15/24	DEPARTMENT 043490	VENDOR PHONE # (706) 691-8611
VENDOR # 24876	E-VERIFY # 1266225	EMAIL ALADSON@ISM LLC-ENGR.COM
		PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR INFRASTRUCTURE SYSTEMS MGMT LLC 1557 BOARD STREET AUGUSTA, GA 30904	ATTN: CO4 BID NUMBER: 18-132 CONTRACT #: 19UTI792 BUYER: NANCY
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SHIP TO: AUGUSTA UTILITIES ADMIN 452 WALKER STREET SUITE 200 AUGUSTA, GA 30901	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
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ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		ON CALL ENGINEERING SVCS FOR FORT GORDON SOP PROJECT APPROVED BY COMMISSION 5/7/19, ITEM #47 507-04-3490/52-12115	200,000.00	200,000.00
0002	1	EACH		CO #1: ADDITIONAL ENGINEERING SERVICES DOWNTOWN CORRIDOR EVALUATION APPROVED BY COMMISSION 12/7/21, ITEM #52 507-04-3490/52-12115	550,000.00	550,000.00
0003	1	EACH		CO #2: ADDITIONAL ON-CALL ENGINEERING SVCS - FOR FIBER, RAINFALL, AND ON-CALL ENGINEERING APPROVED BY COMMISSION 11/7/23, ITEM #28 507-04-3490/52-12115	250,000.00	250,000.00
0004	1	EACH		CO3 - PROFESSIONAL SERVICES ***CONTINUED***	31,050.00	31,050.00

CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

Sent by:

JUL 24 2024

Tess Thompson

REQUISITIONER

NET TOTAL.....

APPROVED FOR ISSUE

GASAMS

PROCUREMENT DIRECTOR

8

AUGUSTA, GEORGIA

PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 2 of 2

Item 1.

PURCHASE ORDER NO.

19UTI792

REQUISITION/QUOTE NO.
R325378

DATE 07/15/24	DEPARTMENT 043490	VENDOR PHONE # (706) 691-8611
VENDOR # 24876	E-VERIFY # 1266225	EMAIL ALADSON@ISMILLC-ENGR.COM

PURCHASE ORDER NUMBER ABOVE
MUST APPEAR ON ALL INVOICES,
SHIPPING PAPERS, AND PACKAGES.

VENDOR INFRASTRUCTURE SYSTEMS MGMT LLC 1557 BOARD STREET AUGUSTA, GA 30904	ATTN: CO4 BID NUMBER: 18-132 CONTRACT #: 19UTI792 BUYER: NANCY
---	---

SHIP TO: AUGUSTA UTILITIES ADMIN 452 WALKER STREET SUITE 200 AUGUSTA, GA 30901	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
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ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0005	1	EACH		<p>FOR DATA LOGGER INSTALL AND SUPPORT - TO INSTALL AND MAINTAIN RAINFALL AND WATER LEVEL MONITORING EQUIPMENT</p> <p>APPROVED BY COMMISSION 6/7/24, ITEM #13</p> <p>507-04-3490/52-12115</p> <p>CO 4: PROFESSIONAL SERVICES FOR AUTOMATEF METERING INF MGMT</p> <p>APPROVED BY COMMISSION 6/27/24, ITEM #15</p> <p>507-04-3490/52-12115</p>	309,120.00	309,120.00

CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

NET TOTAL..... 1,340,170.00

APPROVED FOR ISSUE

G.A. Smith

PROCUREMENT DIRECTOR

REQUISITIONER

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July 21, 2025

Mr Forrest Hensley
Augusta Engineering Dept.
452 Walker St. Suite 110
Augusta, GA 30901

Dear Mr.Hensley,

In accordance with your request, I have made a valuation analysis of 13,939 sf of land at Woodson Ln, Richmond County, Georgia. Adjacent to tax map and parcel number 059-1-223-00-0.

I have completed the services requested, and furnish the following conditions, data program and analysis, accompanied by my market value conclusion.

Objectives

This appraisal assignment has been processed pursuant to the objectives and based on the assumptions summarized below:

1. The purpose of this appraisal is to develop an opinion as to the current market value of the simple interest of the subject property. The intended use of the appraisal is to estimate value for right of way acquisition.
2. To prepare a letter form report in lieu of a standard detailed appraisal report. As per our agreement, I do not contemplate the preparation of a formal written report without additional authorization from you, pending which a complete file of data supporting this opinion of value is retained in my file.
3. The objective of this appraisal is to establish an estimate of market value for 13,939 sf of land as of July 21, 2025. In estimating this value, it has been necessary to make a careful physical examination, inspection, study & analysis of the property. The effective date of this appraisal is July 21, 2025.

July 21, 2025
Page Two

4. Market Value, as referred to in this report is defined as follows:

The most probable price which a property should bring in competitive and open market under all conditions, prerequisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated.
- b. both parties are well informed, or well advised, and each acting in what he considers his own best interest.
- c. a reasonable time is allowed for exposure in the open market.
- d. payment is made in terms of cash in U.S. dollars or in terms financial agreements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sales.

5. Highest and Best Use Of The Subject Property – Highest and best use may be defined as “that reasonable and probable use that will support the highest present value as of the effective date of the appraisal.”¹ Also when applied to vacant land, “that use, from reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financial feasible, and which resulted in highest land value”.²

¹ The American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers, Real Estate Appraisal Terminology, (1st Edition, 1975) Page 107

² Ibid

July 21, 2025

Page Three

Highest and Best Use Continued

In determining the highest and best use of the site as it is vacant, those questions implied in the above definition must be answered: What uses are permitted by zoning and deed restrictions? What uses are physically possible for the subject site? What uses will produce the highest net return to the owner? The Highest and Best Use of the subject property is for residential or commercial purposes.

6. This report is based in part upon information assembled from a wide range of sources, and therefore the incorporated data cannot be guaranteed in any fashion. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification of all instances, particularly as to engineering, construction and structural data, title and use restrictions, zoning and proposed public or private projects in the area.

We suggest that independent verification within these categories be accomplished as a prerequisite to any transaction involving sale, lease or other significant commitment of subject property, and that such verification be performed by the appropriate specialists.

Data Program and Analysis

The objectives of the analysis have been to assemble current comparable market data relating to land and improved sales within close proximity to the subject property. The primary analytical method employed has involved direct comparison of similar property transactions with appropriate adjustments for measurable differences in size, topography, location, surroundings, zoning, accessibility, street improvements and availability of utilities.

The data assembled was obtained by record inspection of Title Books, supplemented by interviews with parties familiar with the subject area, information about zoning, utilities, street and future required dedication, storm drains, and flood control requirements, was obtained by interview with county officials.

The factual data processed is retained in my file for future reference in the event of additional authorization requiring a detail report including documentation. This data is available for your inspection upon request.

July 21, 2025

Page Four

Value Conclusion

From my investigation and analysis, considering the factual data previously discussed And the available market data analyzed, I have concluded that the subject property has a Market Value as of July 21, 2025 as follows:

THREE THOUSAND FOUR HUNDERED EIGHTY- FIVE DOLLARS

(\$3,485.00)

I certify that I have no financial interest, either present or contemplated, in the opinion of value put on this property.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Kris T. Hardy, Sr.", with a stylized flourish at the end.

Kris T. Hardy, Sr.
Certified General Real Estate Appraiser
Certification GA CG - 2607

VALUATION

In preparing an estimate of market value of real estate, all possible factors should be considered which might influence the value, and all possible methods should be used in relating these factors to the purpose of the appraisal. The classic appraisal approaches to value are by cost to reproduce, the capitalization of income produced by the property, and by comparison of market sales. The Cost Approach depends in the principal of substitution which states that “no man is justified in paying more for a property, than that amount by which he can obtain, by purchase of a site and construction of a building without undue delay, a property of equal desirability and utility”. The Cost Approach estimate is arrived at by the following steps:

1. Estimate value of land as if vacant and ready for use.
2. Estimate reproduction cost net of improvements at time of appraisal.
3. Estimate accrued depreciation of improvements.
4. The addition of the land value and depreciated reproduction cost to form a value estimate.

The Income (Economic) Approach consists of an evaluation of the income producing potential of the property, the expenses involved in producing this income, and the capitalization of the resulting net income stream into a present worth value. The Comparison (Market Data) Approach involves searching the market place for sales of properties comparable to the one being appraised and making comparisons on the basis of the terms of sale, conditions in the market place at the time of the sale, and the degree of comparability to the subject property. The use of these three approaches should serve to narrow the range within which a value estimate falls. There are times when there is no data, or very poor or invalid data, available for one or more of the approaches. Inadequacies in one approach can be overcome through the use of the other approaches in which valid data exists. It is also true that in any appraisal assignment, the purpose of the appraisal will tend to make one approach more significant than another, even when the three approaches are used.

Per prior agreement with the client, the appraiser did not use the Cost and Income Approaches. It is the appraiser's opinion that these approaches would generally not be considered meaningful in appraising a property of this type, the appraiser believes the primary approach to value is the Sales Comparison Approach.

This Restricted Report sets forth only the appraiser's conclusions and presents no discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated. The appraiser is not responsible for unauthorized use of this report.

DISCUSSION OF ADJUSTMENT FACTORS

The subject site and each sale tabulated and analyzed was properly zoned, had essentially level topography, and had all county services available. Thus, no adjustment was deemed warranted for these factors.

Time: The sales dates range from May 2024 to January 2025. An analysis of the comparable sales indicated that no adjustment for time is warranted for all comparable sales.

Size: The subject right of way contains approximately 13,939 sf. The land sales range from 26,267 sf to 566,280 sf. No adjustment made for size.

Location: Subject property is located in Richmond County. All comparable sales are located in areas with similar desirability. No adjustment made for location.

Final Land Valuation

The adjusted sales prices range from \$0.23 per sf to \$0.27 per sf. In conclusion, it is the appraiser's opinion that based on the subject property's location and size, that its value should fall in the middle to upper portion of this range and has a unit value of \$0.25 per sf. Thus, the indicated Market Value of the subject site, as if vacant, is as follows.

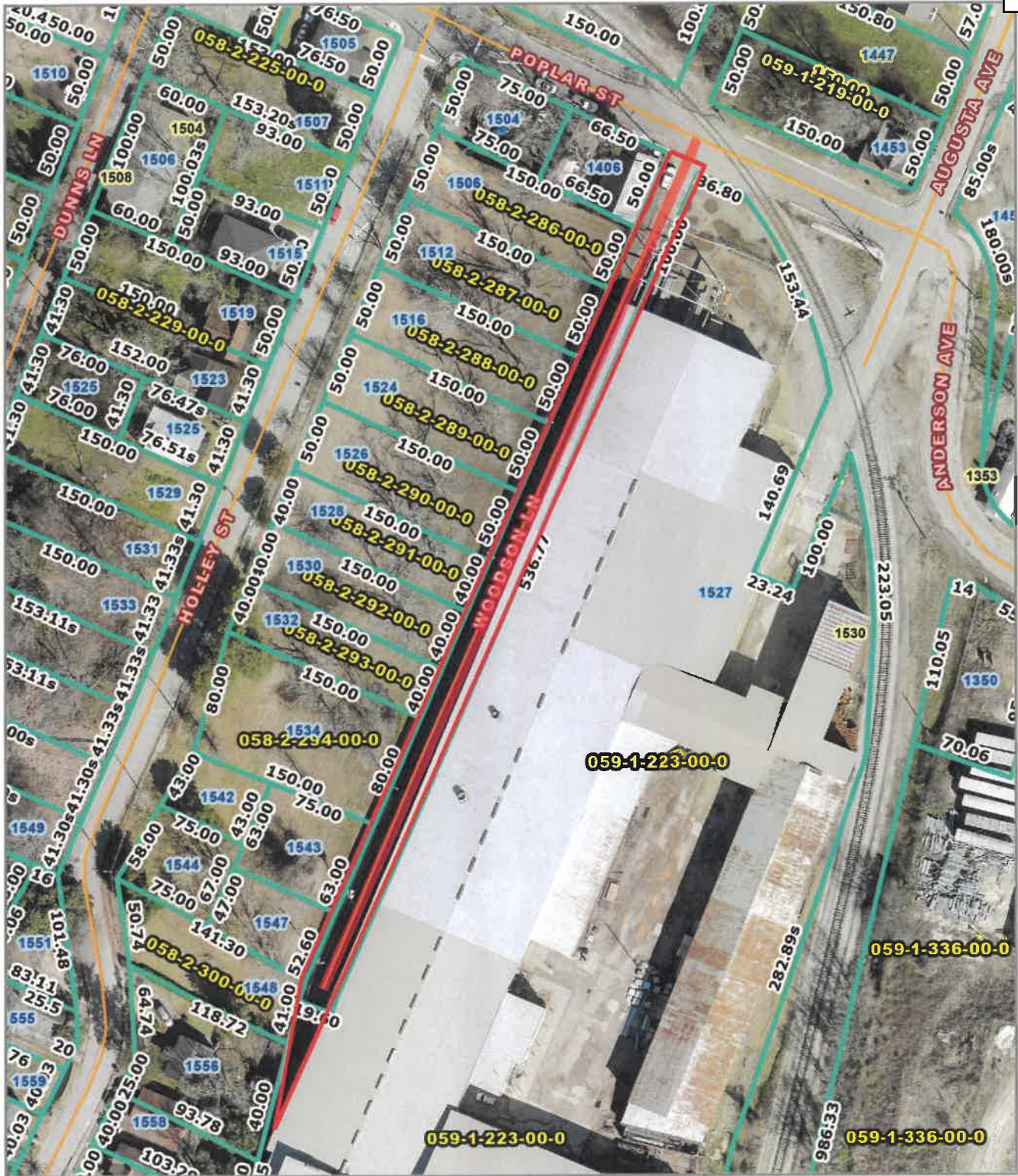
Parcel Number	Adj to 059-1-223 Woodson Ln Abandonment		
Total Square Footage	13939		
Right of Way	13,939.00	X 0.25 = Called	\$3,484.75 \$3,485.00
Permanent Easement	0 \$0.00	X 0.25 = X 50% = Called	\$0.00 \$0.00 \$0.00
Temporary Easement	0 \$0.00	X 0.25 = X 10% = Called	\$0.00 \$0.00 \$0.00
Sod	0	X .25 = Called	\$0.00 \$0.00
Shrubbery/Trees/Buildings			\$0.00
Total Acquisition			\$3,485.00



Woodson Ln
Adjacent to 059-1-223-00-0

Augusta, GA

Item 2.



Augusta
GEORGIA

Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Augusta does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 100 feet
7/27/2025

LAND SALE # 1

Location:	2930 Milledgeville Rd Richmond Co. – Augusta, GA Tax Map 070-4 Parcel 100-00-0
Sales Price:	\$120,000.00
Date of Sale:	01/16/2025
Site Size:	464,786 sf
Price per sf:	\$0.26
Inspection Date:	July 25, 2025
Condition of Sale:	Market
Deed Recorded:	Deed Reel 1953 Page 0775
Grantor:	PLM of Augusta Properties LLC
Grantee:	Graced by Properties LLC
Comments:	Vacant Land All utilities to site

Augusta, GA

Item 2.



Parcel Number	054-3-010-00-0	Phase	
Site Address	1052 Franke Industrial Dr	Section	
City State Zip	Augusta, GA 30909	Block	
Tax Prop Type	Industrial Lots	Lot	
100% Assessed Value	\$12,060	County Commissioner	5 - Don Clark
Owner Name	FRANKE CHAD	Super Cty Commissioner	9 - Francine Scott
Multiple Owners		School Board	5 - Monique Braswell
Owner's Address	3045 GA HWY 24 W	Super School Board	9 - Venus Cain
Owner's City State Zip	WAYNESBORO, GA 30830	Deed Book Page	
Solid Waste Hauler		Plat Book Page	
Solid Waste Service Day		Urban M & O	No
Vacant	Yes	LAT	33.45516211
City Owned	No	LONG	-82.07909142
Tax District	002	Stormwater Fee	\$0, Accounts, (706) 821-2300
Total Acres	0.6	LOMA	
Neighborhood	C05060 AUGUSTA MALL 1	Elev Cert	
Subdivision			



Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Augusta does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 100 feet
7/27/2025

LAND SALE # 2

Location:	1052 Franke Industrial Dr Richmond Co. – Augusta, GA Tax Map 054-3 Parcel 010-00-0
Sales Price:	\$7,000.00
Date of Sale:	05/07/2024
Site Size:	26,267 sf
Price per sf:	\$0.27
Inspection Date:	July 25, 2025
Condition of Sale:	Market
Deed Recorded:	Deed Reel 1925 Page 1960
Grantor:	Briarwood Group Properties LLC
Grantee:	Franke Chad
Comments:	Vacant Land All utilities to site

Augusta, GA

Item 2.



Parcel Number	070-4-100-00-0	Phase	
Site Address	2930 Milledgeville Rd	Section	
City State Zip	Augusta, GA 30904	Block	
Tax Prop Type	Industrial Small Tracts	Lot	
100% Assessed Value	\$106,700	County Commissioner	2 - Stacy Pulliam
Owner Name	PLM OF AUGUSTA PROPERTIES LLC	Super Cty Commissioner	9 - Francine Scott
Multiple Owners		School Board	2 - Charlie Hannah
Owner's Address	PO BOX 14027	Super School Board	9 - Venus Cain
Owner's City State Zip	AUGUSTA, GA 30919	Deed Book Page	1953 0755
Solid Waste Hauler		Plat Book Page	15 94
Solid Waste Service Day		Urban M & O	No
Vacant	Yes	LAT	33.44743419
City Owned	No	LONG	-82.03825429
Tax District	002	Stormwater Fee	\$0, Accounts, (706) 821-2300
Total Acres	10.67	LOMA	
Neighborhood	C22070 GORDON HWY_MILLEDGEVILLE	Elev Cert	
Subdivision			



Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Augusta does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 400 feet
7/27/2025

LAND SALE # 3

Location:	1382 Southern Glassline Rd Richmond Co. – Augusta, GA Tax Map 217-0 Parcel 001-00-0
Sales Price:	\$130,000.00
Date of Sale:	05/01/2024
Site Size:	566,280 sf
Price per sf:	\$0.23
Inspection Date:	July 25, 2025
Condition of Sale:	Market
Deed Recorded:	Deed Reel 1924 Page 2585
Grantor:	Graphic Packaging International LLC
Grantee:	Clearwater Paper Corp.
Comments:	Vacant Land All utilities to site

Augusta, GA

Item 2.



Parcel Number	217-0-001-00-0	Phase	
Site Address	1382 Southern Glassine Rd	Section	
City State Zip	Augusta, GA 30906	Block	
Tax Prop Type	Industrial Small Tracts	Lot	
100% Assessed Value	\$130,000	County Commissioner	1 - Jordan Johnson
Owner Name	CLEARWATER PAPER CORPORATION	Super Cty Commissioner	9 - Francine Scott
Multiple Owners		School Board	1 - Shawnda Stovall
Owner's Address	601 WEST RIVERSIDE	Super School Board	9 - Venus Cain
Owner's City State Zip	SPOKANE, WA 99201-0644	Deed Book Page	
Solid Waste Hauler	Inland Services	Plat Book Page	
Solid Waste Service Day	Tues	Urban M & O	No
Vacant	Yes	LAT	33.32548512
City Owned	No	LONG	-81.9495456
Tax District	002	Stormwater Fee	\$544, 1 Account, (706) 821-2300
Total Acres	13	LOMA	
Neighborhood	C27160 SE RICHMOND	Elev Cert	
Subdivision			



Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Augusta does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 400 feet
7/27/2025

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal has been made with the following Assumptions and Limiting Conditions:

1. It is assumed that the legal description as obtained from public records or as furnished is correct and no responsibility is assumed for matters legal in nature. No opinion is rendered as to title as it is assumed to be good and marketable.
2. The information contained in this report has been obtained from sources deemed reliable. However, no warranty is given as to its accuracy. Competent management and responsible ownership are assumed.
3. The property is appraised free and clear of any or all liens or encumbrances except as noted herein.
4. The plot plans and exhibits in this report are included only to assist the reader in visualizing the property. I have made no engineering survey of this property.
5. Possession of this report or a copy thereof does not carry with it the right of publication nor may it be used for any purpose by any but the client without the previous written consent of the appraiser or the client and then, only, with proper qualification.
6. The appraiser herein by reason of this appraisal is not required to give future consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been made previously.
7. The distribution, if any, of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate allocations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
8. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the appraiser, particularly as to valuation conclusions, the identity of the appraiser or firm with which he is connected or any reference to The Appraisal Institute.
9. The appraiser assumes no liability for features invisible to ordinary careful inspection, nor does he assume any responsibility for sub-surface conditions.
10. In this appraisal assignment, the existence of potential hazardous materials or gases, and/or the existence of toxic waste, which may or may not be present on the property, was not observed by the appraiser; nor does the appraiser have any knowledge of the existence of such materials or gases on or in the property. The appraiser, however, is not qualified

to detect such substances. The existence of such substances as urea formaldehyde foam insulation, asbestos or other potentially hazardous material may have an effect on the value of the property. The appraiser urges the client to retain an expert in this field if desired.

11. The forecasts or projections included in this report are utilized to assist in the valuation process and are based upon current market conditions, anticipated short term supply and demand factors, as well as a continued stable economy. These forecasts are therefore subject to changes in future conditions which cannot be accurately predicted by the appraiser and could affect the future income and/or value forecasts.
12. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in the approval of a loan.

CERTIFICATION

I certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in or the use of, this report.
5. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
6. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
7. I have made a personal inspection of the property that is the subject of this report.
8. No one provided significant professional assistance to the person signing this report.
9. The appraisal assignment was not made on a requested minimum valuation, a specific valuation, or the approval of a loan.
10. This report assumes a 90 day to 180 day marketing period.



Kris T. Hardy, Sr., CG #002607

QUALIFICATIONS OF THE APPRAISER

EDUCATION

BBA Marketing, Augusta College, Augusta, GA
Florida Real Estate Brokers License 1988-1992

Partial List of Real Estate Appraisal Courses

Foundations of Real Estate Appraisal
The Appraisal Institute

Appraising the Single Family Residence
The Appraisal Institute

Continuation of Dwelling Education
W.H. Sharp & Assoc

Standards of Professional Practice Part A
The Appraisal Institute

Standards of Professional Practice Part B
The Appraisal Institute

How to Appraise FHA Insured Properties
The Appraisal Institute

The Internet and Appraising
The Appraisal Institute

Residential Design and Functional Utility
The Appraisal Institute

Eminent Domain and Condemnation Appraising
The Appraisal Institute

Introduction to Capitalization
The Real Estate Information Management School

Direct Capitalization
The Real Estate Information Management School

Partial List of Real Estate Appraisal Courses (cont.)

Yield Capitalization

The Real Estate Information Management School

Case Studies in Capitalization

The Real Estate Information Management School

REAL ESTATE EXPERIENCE

Real Estate Appraiser, Hardy Appraisal Co.

Augusta, GA 1992-Present

Partner, The Neil Sinclair Co.

Tampa, FL, Residential Construction 1987-1991

Leasing Agent, Orion Properties

Tampa, FL, Commercial Development 1986-1987

Construction Manager, US Home

Tampa, FL, Residential Construction 1985-1986

PARTIAL LIST OF CLIENTS

Synovus Bank

Veterans Administration

South State Bank

Ameris Bank

Augusta/Richmond Co., GA

US Army Corp of Engineers

F & M Bank

Colony Bank

Security Federal Bank

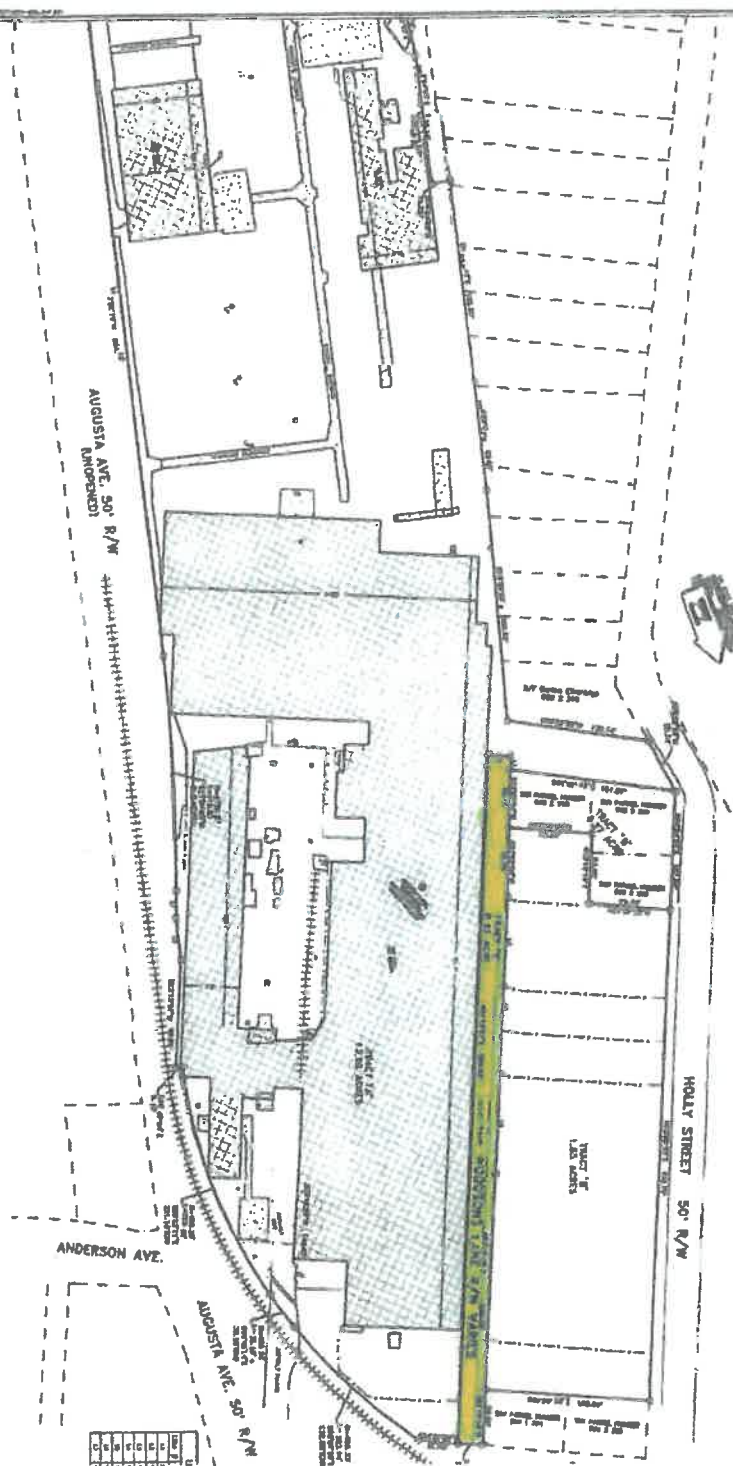
1st Heritage Mortgage Co.

DHI Mortgage Co.

Veterans United Mortgage Co.

First Community Bank

Queensborough National Bank & Trust



THE UNIVERSITY OF CHICAGO

MACUCH STEEL

MACUCH STEEL CO. INC.
10000 W. 10th St.
Minneapolis, MN 55426
(612) 835-1100

ALUMINUM, REINFORCED CONCRETE, STEEL
SIZES 1" - 24"
SHEETS 12' - 24'

CRUSADON BUILDING GROUP, P.C.
10000 W. 10th St.
Minneapolis, MN 55426
(612) 835-1100

**AUGUSTA LAW DEPARTMENT****James T. Plunkett, Interim General Counsel****MINUTES
PUBLIC HEARING
JUNE 4, 2025
1:00 P.M.****IN RE: PUBLIC HEARING TO CONSIDER A PROPOSED DETERMINATION BY THE
AUGUSTA-RICHMOND COUNTY COMMISSION TO ABANDON A PORTION OF
THE ROAD BEGINNING AT WOODSON LANE FROM POPLAR STREET TO ITS
CURRENT DEAD END CONSISTING OF APPROXIMATELY .32 ACRE.**

Minutes of the public hearing regarding the above referenced matter held on June 4, 2025. Lanetha Pitts, Staff Attorney with the Augusta Law Department conducted the hearing. Also present was Bill Macuch and Fred Russell, representatives of Macuch Steel Products, Inc., James T. Plunkett, Interim General Counsel, and Christi Garcia, Augusta Law Department.

The meeting was called to order at 1:03 p.m. by Ms. Pitts. Ms. Pitts inquired as to whether there were any objectors to the proposed abandonment. There being no objectors present nor any objections raised, the meeting was adjourned at 1:04 p.m.

I hereby certify that the foregoing is a true and correct record
of the Public Hearing held this 4th day of June, 2025.

Christi Garcia, Legal Secretary
Augusta Law Department

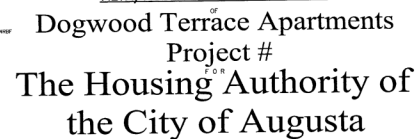


Engineering Services Committee Meeting

3/11/2025 1:05PM

Determination of Woodson Lane for abandonment

Department:	Legal Department
Presenter:	Jim Plunkett
Caption:	Motion to determine that portion of Woodson Lane as shown on the attached plat and consisting of approximately .32 acre, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the appropriate party(ies).
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	Do not approve and Augusta maintains responsibility for the road.
Recommendation:	Approve the determination process to allow Engineering to review Woodson Lane for road abandonment process
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	Law. Engineering. Planning.



AGENDA ITEM #12

(HUD-52481)

COOPERATION AGREEMENT

THIS AGREEMENT entered into this 5 day of Nov, 2013, by and between **THE HOUSING AUTHORITY OF THE CITY OF AUGUSTA, GEORGIA**, a public corporation organized and existing under the laws of the State of Georgia with its principal office located at 1435 Walton Way, Augusta, Georgia (herein called the "Local Authority"), and **AUGUSTA-RICHMOND COUNTY, GEORGIA** (herein called the "County");

WITNESSETH:

In consideration of the mutual covenants hereafter set forth, the Parties hereto do agree as follows:

1. Whenever used in this Agreement:
 - a. The term "Project" shall mean any low-rent housing developed as an entity by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"). A listing of the Projects is attached hereto as Exhibit A.
 - b. The term "Taxing Body" shall mean the State of Georgia or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.
 - c. The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.
 - d. The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor:

- a. To secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising up to 2,400 units of low rent housing as shown on Exhibit A hereto; and
- b. To develop and administer such Project or Projects, each of which shall be located within the corporate limits of the County.

The obligations of the Parties hereto shall apply to each such Project.

- 3.
 - a. Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project so long as: (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes; (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect; or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the County agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.
 - b. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either: (i) ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year; or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.
 - c. No payment for any year shall be made to the County in excess of the amount of the real property taxes which would have been paid to the County for such year if the Project were not exempt from taxation.
 - d. Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.
- 4. The County agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937) of each Project and within five (5) years after the completion thereof, or such further period as may be approved by the Government, there has been or will be elimination, as certified by the County, by demolition,

condemnation, effective closing, or compulsory repair or improvement, of unsafe or unsanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; and provided further, that where more than one family is living in an unsafe or unsanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and, provided further, that this Paragraph 4 shall not apply in the case of: (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project; or (ii) any Project located in a rural non-farm or Indian area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as: (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes; (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect; or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the County without cost or charge to the Local Authority or the tenants of such Project (other than the Payment in Lieu of Taxes) shall:
 - a. Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwelling inhabitants in the County;
 - b. Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the County may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the County, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;
 - c. Insofar as the County may lawfully do so: (i) grant such deviations from the building code of the County as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety; and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and surrounding territory;
 - d. Accept grants of easements necessary for the development of such Project; and
 - e. Cooperate with the Local Authority by such other lawful action or ways as the County and the Local Authority may find necessary in connection with the

development and administration of such Project.

6. With respect to any Project, the County further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority, it will:
 - a. Accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, pavings, and installation thereof in accordance with specifications acceptable to the County;
 - b. Accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for all streets bounding such Project or necessary to provide adequate access thereto (in consideration thereof the Local Authority shall pay to the County such amount as would be assessed against the Project site for such work if such site were privately owned); and
 - c. Provide, or cause to be provided, water mains, storm and sanitary sewer mains leading to such Project and serving the bounding streets of such Project (in consideration thereof the Local Authority shall pay to the County such amount as would be assessed against the Project site for such work if such site were privately owned).
7. If by reason of the County's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities, then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes or to become due to the County with respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.
8. No Cooperation Agreement heretofore entered into between the County and the Local Authority shall be construed to apply to any Project covered by this Agreement.
9. No member of the governing body of the County or any other public official of the County who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any property included or planned to be included in any Project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the County involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.
10. So long as any contract between the Local Authority and the Government for Loans (including preliminary loans) or annual contributions, or both, in connection with

any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the County hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF, the Local Authority and the County have respectively signed this Cooperation Agreement and caused their seals to be affixed and attested as of the day and year first above written.

HOUSING AUTHORITY OF THE CITY OF
AUGUSTA, GEORGIA

By *Rodger Murchison*
Roger Murchison, Chairman



ATTEST:

Jacob Oglesby
Jacob Oglesby, Secretary

AUGUSTA-RICHMOND COUNTY, GEORGIA

By *Clare*

Clare
11/14/13

(Seal)

ATTEST:

Clare
Clare, Secretary

EXHIBIT A

**The Housing Authority of the City of Augusta, Georgia
Affordable Housing Properties**

<u>Project Name/Address</u>	<u>Project Number</u>	<u>Public Housing Units</u>
Olmsted Homes 2141 B Street Augusta, GA 30904	GA001000010	255
Cherry Tree Crossing 1694 Hunter Street Augusta, GA 30901	GA001000020	389
Oak Pointe Apartments 730 East Boundary Augusta, GA 30901	GA001000050	250
Dogwood Terrace 2101 15th Ave. Augusta, GA 30901	GA001000060	270
Peabody Apartments 1425 Walton Way Augusta, GA 30901	GA001000071	228
Ervin Towers 1365 Laney Walker Blvd. Augusta, GA 30901	GA001000072	100
Allen Homes 526 Hines Street Augusta, GA 30901	GA001000080	150
Hal Powell Apartments 2244 Broad Street Augusta, GA 30904	GA001000090	100
Jennings Homes 1690 Olive Road Augusta, GA 30904	GA001000100	150
M. M. Scott Apartments 825 Spruce Street Augusta, GA 30901	GA001000120	100

Barton Village 3619 London Blvd. Augusta, GA 30906	GA001000140	153
Overlook Apartments 2325 Overlook Road Augusta, GA 30906	GA001000160	76
The Legacy at Walton Oaks 601 Fairhope Street Augusta, GA 30901	GA001000170	11
Walton Oaks Family Phase 1 601 Fairhope Street Augusta, GA 30901	GA001000180	14
Walton Oaks Family Phase 2 601 Fairhope Street Augusta, GA 30901	GA001000190	14
The Legacy at Walton Oaks 2 601 Fairhope Street Augusta, GA 30901	GA001000200	20
Twiggs Circle Address To Be Determined Augusta, GA 30901	GA001000210	120


**AUGUSTA LAW DEPARTMENT****James T. Plunkett, Interim General Counsel****MINUTES
PUBLIC HEARING
JUNE 4, 2025
1:00 P.M.**

IN RE: PUBLIC HEARING TO CONSIDER A PROPOSED DETERMINATION BY THE AUGUSTA-RICHMOND COUNTY COMMISSION TO ABANDON A PORTION OF THE ROAD BEGINNING AT DOGWOOD TERRACE APARTMENTS APPROXIMATELY 940 FEET OF FIFTEENTH AVENUE, 326 FEET OF DUDLEY STREET, 1264 FEET OF FIRST AVENUE, 1155 FEET OF SECOND AVENUE, 1393 FEET OF THIRD AVENUE, 722 FEET OF LEONARD DRIVE AND 877 FEET OF OLD SAVANNAH ROAD.

Minutes of the public hearing regarding the above referenced matter held on June 4, 2025. Lanetha Pitts, Staff Attorney with the Augusta Law Department conducted the hearing. Also present was Christopher Cosper, representing the Augusta Housing Authority, representatives from the Augusta Housing Authority, James T. Plunkett, Interim General Counsel, and Christi Garcia, Augusta Law Department.

The meeting was called to order at 1:02 p.m. by Ms. Pitts. Ms. Pitts inquired as to whether there were any objectors to the proposed abandonment. There being no objectors present nor any objections raised, the meeting was adjourned at 1:03 p.m.

I hereby certify that the foregoing is a true and correct record of the Public Hearing held this 4th day of June, 2025.


Christi Garcia, Legal Secretary
Augusta Law Department



The Augusta Chronicle
Athens Banner-Herald
Savannah Morning News

PO Box 631697 Cincinnati, OH 45263-1697

AFFIDAVIT OF PUBLICATION

Christi Garcia
Augusta Law Department
535 Telfair ST # 3000
Augusta GA 30901-2386

STATE OF GEORGIA, COUNTY OF RICHMOND

The Augusta Chronicle, a newspaper that is generally circulated in the county of Richmond and in the area adjacent thereto, State of Georgia, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

05/09/2025, 05/16/2025

and that the fees charged are legal.

Sworn to and subscribed before on 05/16/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$125.00

Tax Amount: \$0.00

Payment Cost: \$125.00

Order No: 11291635

Customer No: 760488

PO #:

of Copies:

1

NOTICE OF A PUBLIC HEARING TO CONSIDER A PROPOSED DETERMINATION BY THE AUGUSTA-RICHMOND COUNTY COMMISSION TO ABANDON A PORTION OF THE OF DOGWOOD TERRACE APARTMENTS APPROXIMATELY 940 FEET OF FIFTEENTH AVENUE, 326 FEET OF DUDLEY STREET, 1264 FEET OF FIRST AVENUE, 1155 FEET OF SECOND AVENUE, 1393 FEET OF THIRD AVENUE, 722 FEET OF LEONARD DRIVE AND 877 FEET OF OLD SAVANNAH ROAD;

Pursuant to O.C.G.A. § 32-7-2, notice is hereby given that the Augusta-Richmond County Commission will meet to decide whether the public has ceased to use a portion of the Dogwood Terrace Apartments, approximately 940 feet of Fifteenth Avenue, 326 feet of Dudley Street, 1264 feet of First Avenue, 1155 feet of Second Avenue, 1393 feet of Third Avenue, 722 feet of Leonard Drive and 877 feet of Old Savannah Road that has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the country road system is otherwise in the best interests of the public, and, accordingly, whether Augusta, Georgia should abandon the Right-of-Way as a part of the City's road system and quitclaim the property to the adjoining landowner.

Pursuant to O.C.G.A. § 32-7-2, a Public Hearing on the proposed abandonment of the Right-of-Way as described will be held on Wednesday, June 4, 2025, at 1:00 P.M., in the Lee N. Beard Commission Chamber, Augusta-Richmond County, Municipal Building, 535 Telfair Street, Augusta, Georgia 30901. Anyone desiring to comment on this matter may do so by appearing at said Public Hearing and/or may submit written comments at or prior to the Public Hearing, which comments may be mailed or personally delivered to Lena Bonner, Clerk of the Commission of Augusta-Richmond County, Georgia, Suite 220, Augusta-Richmond County Municipal Building, 535 Telfair Street, Augusta, Georgia 30901. Dated: May1, 2025 Augusta-Richmond County Commission

11291635

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin



Engineering Services Committee Meeting

8/12/2025 1:15PM

Motion to approve that the portions of Dogwood Terrace Apartments as shown on the attached plat be abandoned as they have ceased to be used by the public to the extent that there is no substantial public interest, per results of public hearing held June 4, 2025, regarding the issue of abandonment pursuant to O.C.G.A. §32-7-2.

Department: Legal Department

Presenter: Jim Plunkett

Caption: Motion to approve that the portions of Dogwood Terrace Apartments, approximately 940 feet of Fifteenth Ave, 326 feet of Dudley Street, 1264 feet of First Avenue, 1155 feet of Second Avenue, 1393 feet of Third Avenue, 722 feet of Leonard Drive and 877 feet of Old Savannah Road as shown on the attached plat, have ceased to be used by the public to the extent that no substantial public purpose is served by them and that their removed from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. 32 -7-2.

Background: Dogwood Terrace Apartments is a property owned by the Housing Authority (hereinafter “HA”), which has now been vacated by residents or has residents scheduled for relocation. The abandonment request has been reviewed by all essential county departments and administrators with no objections being made to this abandonment request. The HA is in the process of redeveloping the site, and all roads in question lie within the boundaries of HA property. For the redevelopment to proceed as planned, Augusta, Georgia must formally abandon the roads located within the property boundary. Pursuant to the Cooperation Agreement entered into on November 13, 2013, and attached here to this item, between the Housing Authority and Augusta-Richmond County, the land would be sold to the HA for \$1. Engineering requires First Avenue, Second Avenue and Third Avenue have a turnaround (Cul-de-Sac). All need to Construct Turn Arounds at the Complex that terminate at Boykin Place Ext end. All utilities would need to be relocated to provide unrestricted access to these utilities for utility owners/operators. HA will take over ownership and maintenance of any public storm conveyance system present within the Complex boundary.

Analysis: In addition, public notice of the proposed road abandonment was published on May 5, 2025, and May 16, 2025. A public hearing was held on June 4, 2025. Notices were also mailed to all adjoining property owners, in accordance with O.C.G.A. § 32-7-2(b)(1). The Law Department has received no adverse

comments or objections in response to the advertisement or mailings, and opposing parties appeared at the public hearing.

Financial Impact:

Cost of publication and advertisement of public hearing.

Alternatives:

Do not approve and Augusta maintains responsibility for the road.

Recommendation:

Approve the abandonment of said portions of Dogwood Terrace Apartments subject to these stipulations: Engineering requires First Avenue, Second Avenue and Third Avenue have a turnaround (Cul-de-Sac) all would need to require a Construct Turn Around at the complex terminate at Boykin Place Ext end. All utilities would need to be relocated to provide unrestricted access to these utilities for utility owners/operators. HA will take over ownership and maintenance of any public storm conveyance system present within the Complex boundary.

Funds are available in the following accounts:

N/A

REVIEWED AND APPROVED BY:

Law.

Engineering.

Planning.



**Acquisition of temporary construction easement
to Richmond County, Georgia from Eugene Andrews and Lois Ruth Andrews**

Meeting Date: August 12, 2025

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-044-00-0) 411 Rachael Street (East Augusta Drainage and Improvements Phase IV Project).	
Background:	Due to one of the property owners being deceased, the City seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 290.33 square feet of temporary construction easement. The appraised value is \$500.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 329041110-54.11110 J/L 217829109-54.11110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



**Acquisition of right of way and permanent easement
to Richmond County, Georgia from Johnnie Burris and Alice J. Burris**

Meeting Date: August 12, 2025

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for right of way and permanent easement (Parcel 150-0-014-00-0) 2990 Ulm Road (Willis Foreman Road Widening Project – Project Parcel 14).	
Background:	Due to one of the property owners being the deceased, the City seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 2,243.27 square feet of right of way and 5,130.04 square feet of permanent easement. The appraised value is \$35,100.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340041110-54.414110 J/L TP1809005-54.414110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



**Acquisition of right of way and permanent easement
to Richmond County, Georgia from David Morgan**

Meeting Date: August 12, 2025

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for right of way and permanent easement (Parcel 150-0-009-06-0) 2992 Willis Foreman Road (Willis Foreman Road Widening Project – project parcel 36).	
Background:	Due to the property owner being the deceased, the City seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 304.95 square feet of right of way and 1,742.40 square feet of permanent easement. The appraised value is \$900.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340041110-54.414110 J/L TP1809005-54.414110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



**Acquisition of permanent drainage easement
to Richmond County, Georgia from David Morgan**

Meeting Date: August 12, 2025

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for permanent easement (Parcel 150-0-009-06-0) 2992 Willis Foreman Road (Willis Foreman Road Widening Project – project parcel 39).	
Background:	Due to the property owner being the deceased, the City seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 3,876.84 square feet of permanent easement. The appraised value is \$500.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340041110-54.414110 J/L TP1809005-54.414110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



**Acquisition of permanent drainage easement
to Richmond County, Georgia from Gregory Douse Sr.**

Meeting Date: August 12, 2025

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for permanent easement (Parcel 178-0-026-00-0) 2738 Willis Foreman Road (Willis Foreman Road Widening Project- project parcel 126).	
Background:	Due to the property owner being the deceased, the City seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 1,792.02 square feet of permanent easement. The appraised value is \$1,550.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340041110-54.414110 J/L TP180900554.414110
<u>REVIEWED AND APPROVED BY:</u>	N/A	

AGENDA ITEM NUMBER: _____

EDITION: _____

DATE: July 31, 2025**TO:** HONORABLE GARNETT JOHNSON, MAYOR
MEMBERS OF COMMISSION
DON CLARK, CHAIRMAN,
ENGINEERING SERVICES COMMITTEE**THROUGH:** TAMEKA ALLEN, ADMINISTRATOR**FROM:** HAMEED MALIK, PHD., PE
DIRECTOR OF ENGINEERING**SUBJECT:** DEDICATION OF: HAYNES STATION SECTION 16A
FILE REFERENCE: 25-005(A)**CAPTION:** Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 16. Also, approve Augusta Utilities Department easement deed and maintenance agreement.**BACKGROUND:** The final plat for this portion of Haynes Station Section 16A was approved by the Commission on June 17, 2025. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

ANALYSIS: This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

AGENDA ITEM: _____

EDITION: _____

July 31, 2025

Page Two

**FINANCIAL
IMPACT:**

By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

- ALTERNATIVES:**
1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 16A. Also, approve Augusta Utilities Department easement deeds and maintenance agreements for Haynes Station Section 16A.
 2. Do not approve and risk litigation.

RECOMMENDATION: Approve Alternative Number One.

REQUESTED AGENDA DATE: Committee Meeting August 5, 2025

**DEPARTMENT
DIRECTOR:** _____

**FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS:**

N/A

**DEPARTMENT
DIRECTOR:** _____

ADMINISTRATOR: _____

FINANCE: _____

HM/

Attachments

cc: Walt Corbin, PE – Engineering Manager
Agenda File
Main File

ENGINEERING DEPARTMENT

Hameed Malik, PhD., PE, Director
Plan & Review Section Manager
Richard A. Holliday, Sr. Lead Design Engineer

MEMORANDUM

To: Hameed Malik. P.E., PhD
Director of Engineering

Through: Brett Parsons, Principal Engineer Land Development *BP*

From: Richard A. Holliday, Lead Design Engineer *RAH*

Date: July 31, 2025

Subject: Certificate of Completion
Dedication of Haynes Station Section 16A
File reference: 25-005(A3)

A final inspection has been conducted on the above-mentioned development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on June 17, 2025. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

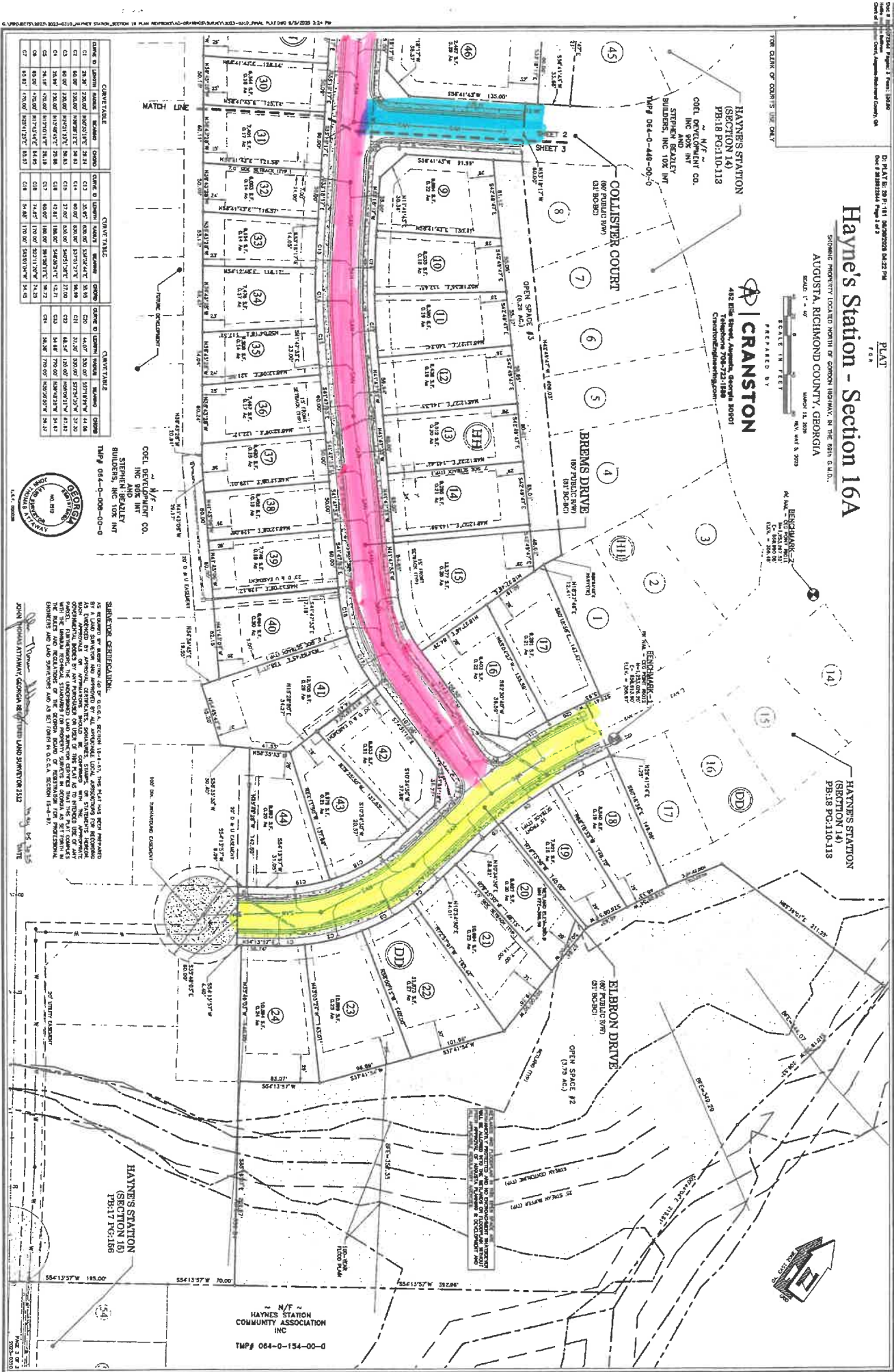
Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

RAH

Attachment

cc: Walt Corbin, P.E., Engineering Manager
Chyvatee Vassar, Interim Director of Planning and Development
Terri Turner, Development Services Administrator, Planning & Zoning
File

PAGE 1 OF 3
2023-03-10



Return To:
 Augusta Engineering
 Survey Section
 452 Walker Street, Suite
 Augusta, Georgia 30901

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

DEED OF DEDICATION
 Hayne's Station Section 16A
 Roads and Storm System

THIS INDENTURE, made and entered into this ____ day of _____, 20__, by and between **COEL DEVELOPMENT CO., INC.**, a Georgia corporation, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to the roads, storm sewerage system as the same are now located within a certain 60' R/W and existing as shown and additional drainage and utility easements shown and delineated on a plat titled Hayne's Station Section 16A, as prepared by Cranston Engineering Group, P.C. for Coel Development Company, Inc., dated March 12, 2025, last revised May 5, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 20, Pages 179-181; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

ADDITIONALLY, the party of the first part does hereby grant and convey unto the party of the second part, an easement appurtenant for the discharge of stormwaters from said streets, roadways, alleys, and rights of way herein granted into any and all existing and future appurtenant stormwater structures, pipes, channels, swales, basins, ponds, or any other device or manipulation of the land designed to hold or carry stormwaters away from said streets, roadways, alleys, and rights of way herein granted without charge, fee, or further consideration.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewerage system.

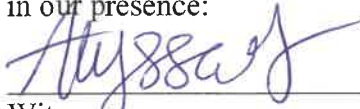
TOGETHER with all that lot or parcel of land shown and designated as Brems Drive – 60' R/W, Collister Court – 60' R/W, and Elbron Drive – 60' R/W; on that plat titled Hayne's Station Section 16A, as prepared by Cranston Engineering, dated March 12, 2025, last revised May 5, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat in Book 20, Pages 179-181, reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.


TO HAVE AND TO HOLD SAID roads and easements together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
in our presence:



Witness



Notary Public

COEL DEVELOPMENT CO., INC.

By: 

As its: President

Attest: 

As its: Treasurer

State of Georgia, County of Columbia

My Commission Expires: 1/13/29
(SEAL)



ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By _____
Garnett L. Johnson
As Its Mayor

Notary Public

Attest: _____
Lena Bonner
As Its: Clerk of Commission

State of Georgia, County of _____

(SEAL)

My Commission Expires: _____

Return To:
Augusta Engineering
Survey Section
452 Walker Street, Suite
Augusta, Georgia 30901

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT

Hayne's Station Section 16A Roads and Storm System

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between COEL DEVELOPMENT CO., INC. hereinafter referred to as "Developer," and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept certain roads, storm drains and appurtenances for Brems Drive 60' R/W, Collister Court 60' R/W and Elbron Drive 60' R/W, as shown by a PLAT, titled Hayne's Station Section 16A, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 20, Page(s) # 179-181, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by Deed of Dedication;

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

(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, as respectfully described in the Plat, contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 20, Page(s) # 179-181.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said Deed of Dedication for a period of eighteen months from the date of the Commission's approval herein.

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

(4) In the event of such failure of the improvements, Augusta shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair as well as an expected time frame to have the repairs completed. After notification from the site contractor, Augusta will then reinspect the work for acceptance and approval. If necessary, the eighteen month period may be extended, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer


time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

SIGNED, SEALED AND DELIVERED
in our presence:



Witness


Notary Public

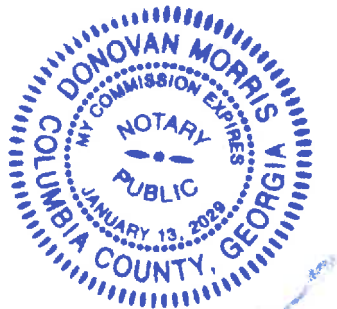
State of Georgia, County of Columbia

My Commission Expires: 1/13/29
(SEAL)

COEL DEVELOPMENT CO., INC.

By: 
As its: President

Attest: 
As its: Treasurer



ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By _____
Garnett L. Johnson
As Its Mayor

Notary Public

Attest: _____
Lena Bonner
As Its: Clerk of Commission

State of Georgia, County of _____

(SEAL)

My Commission Expires: _____

Return to:
 Augusta Engineering Department
 452 Walker Street Ste 110
 Augusta, GA 30901
 Attn: Diane Hilliard

SUBDIVISION: HAYNES STATION, SECT. 16A

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Brems Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Brems Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Brems Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
 Beginning at ℄ of Elbron Drive
 Extending NW then SW approx. 1512.50' to End of Road
- (b) Length of road to nearest 1/100th mile:
0.29 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
 Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

Return to:
 Augusta Engineering Department
 452 Walker Street Ste 110
 Augusta, GA 30901
 Attn: Diane Hilliard

SUBDIVISION: HAYNES STATION, SECT. 16A

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Collister Court is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Collister Court a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Collister Court is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
 Beginning at ℄ of existing Collister Court
 Extending SW approx. 177.41' to End of Brems Drive
- (b) Length of road to nearest 1/100th mile:
0.03 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb:
 Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

Return to:
 Augusta Engineering Department
 452 Walker Street Ste 110
 Augusta, GA 30901
 Attn: Diane Hilliard

SUBDIVISION: HAYNES STATION, SECT. 16A

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Elbron Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Elbron Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Elbron Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
 Beginning at ℄ of existing Elbron Drive
 Extending SW approx. 432.79' to End of Road
- (b) Length of road to nearest 1/100th mile:
0.08 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb:
 Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

STATE OF GEORGIA**COUNTY OF RICHMOND****EASEMENT DEED OF DEDICATION**

Water and Gravity Sanitary Sewer Systems

(Streets May be dedicated at a later date.)

HAYNE'S STATION, SECTION 16-A

In this Agreement, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, Owner, or Developer the singular part of speech shall be deemed to read as the plural. Wherever herein Augusta, Grantor or Grantee, Owner or Developer is used, the same shall be construed to include the heirs as well, executors, administrators, successors, representatives and assigns of the same. All granted rights and privileges, and all agreements contained in this document shall run with the land and shall be binding upon the heirs, executors, administrators, successors, representatives and assigns of the Grantor, Owner, or Developer.

WHEREAS, COEL DEVELOPMENT COMPANY, INC., a corporation established under the laws of the State of Georgia, (hereinafter known as "**DEVELOPER**") owns a tract of land in Richmond County, Georgia, off Gordon Highway, in the 89th G.M.D, on which DEVELOPER has constructed a housing subdivision known as Hayne's Station, Section 16-A, and in which it has laid out a water distribution system and gravity sanitary sewerage system; and

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

WHEREAS, the road right-of-ways and storm drainage system will remain private, until such time as the **DEVELOPER** is allowed to dedicate them to **AUGUSTA**. Until that time the maintenance and control of the storm drainage system and the road and street system will be strictly the responsibility of **DEVELOPER**; and

WHEREAS, a final plat of the above stated subdivision has been prepared by Cranston Engineering. Said plat being is dated March 12, 2025, approved by the Augusta-Richmond County Planning Commission on June 17, 2025, approved by the Augusta-Richmond County Commission on June 17, 2025, and filed the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 20, Pages 179-181. Reference is

hereby made to all aforesaid plats for a more complete and accurate description as to the land herein described; and

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

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

WHEREAS DEVELOPER has agreed that **AUGUSTA** will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by **AUGUSTA**. Before said services may be relocated, **AUGUSTA** must be notified as to whom will be relocating the services and permission must be obtained. **AUGUSTA** must be granted the opportunity to inspect the services relocations, before they are covered up.

NOW, THEREFORE, this indenture made this _____ day of _____ 2025, between **DEVELOPER** and **AUGUSTA**,

WITNESSETH:

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

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

Exclusive 60-foot easements, in perpetuity, over all rights-of-ways included in said subdivision, as shown on the aforementioned plat and/or as shown upon any as-built drawings supplied to AUGUSTA by DEVELOPER, including, but not limited to Brems Drive, Collister Court and Elbron Drive.

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

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

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

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

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

AND DEVELOPER, its heirs, legal representatives, successors and assigns, will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whosoever.

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

DEVELOPER:

COEL DEVELOPMENT COMPANY, INC.

Miki Freeman
WITNESS

By:

Bill Beazley
Bill Beazley

As Its:

President

[Signature]
NOTARY PUBLIC

Attest:

Stephen Beazley
Stephen Beazley

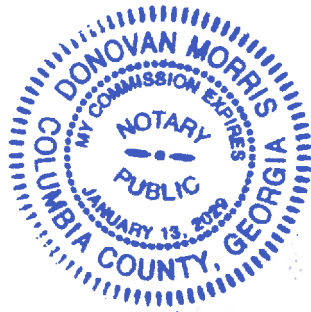
My Commission Expires:

11/13/29

As its:

[Signature]

SEAL



ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT
HAYNE'S STATION, SECTION 16-A
Water Distribution and Gravity Sanitary Sewer Systems

THIS AGREEMENT, entered into this ____ day of _____, 2025, by and between the Developer, COEL DEVELOPMENT COMPANY, INC. , a corporation established under the laws of South Carolina, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

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

WHEREAS AUGUSTA has adopted a policy requiring the DEVELOPER maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen (18) months;

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

(1) AUGUSTA accepts the SYSTEMS for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said SYSTEMS were duly inspected by the Augusta Utilities Department and did pass said inspection.

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

(3) DEVELOPER agrees that if during said eighteen-month period there is a failure of the SYSTEMS installed in said subdivision described in the Deed due to failure or poor workmanship, that DEVELOPER shall be

responsible for adequate maintenance and repair.

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

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

(6) In the event DEVELOPER fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and DEVELOPER agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.

(7) DEVELOPER agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

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

(9) In this Agreement, wherever herein the term DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same. The term DEVELOPER shall also be construed to mean the owner of the property at the time of the

signing of this agreement.

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

(11) This agreement shall run with the land.

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

DEVELOPER:

Signed, sealed and delivered in
the presence of

COEL DEVELOPMENT COMPANY, INC.

Mimi Johnson
WITNESS

By:

BB Beazley
Bill Beazley

[Signature]
NOTARY PUBLIC

As Its:

President

Columbia County, Georgia

Attest:

[Signature]
Stephen Beazley

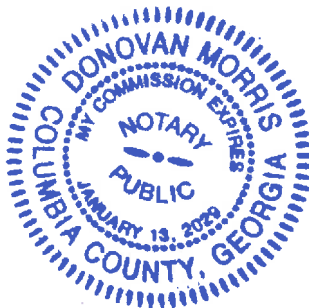
My Commission Expires:

11/12/29

As its:

Pres

SEAL



ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)



Engineering Services Committee Meeting

Meeting Date: August 5, 2025

Dedication of: Haynes Station Section 16A

File Reference 25-005(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 16. Also, approve Augusta Utilities Department easement deed and maintenance agreement.
Background:	<p>The final plat for this portion of Haynes Station Section 16A was approved by the Commission on June 17, 2025. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.</p> <p>The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.</p>
Analysis:	<p>This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section.</p> <p>Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.</p>
Financial Impact:	<p>By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.</p> <p>By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.</p>
Alternatives:	<ol style="list-style-type: none"> 1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 16A Also, approve Augusta Utilities Department easement deeds and maintenance agreements for Haynes Station Section 16A. 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

**Funds are available in
the following accounts:** N/A

REVIEWED AND HM/dh
APPROVED BY:

Augusta, GA

Item 10.



Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy shown on this map. It is strictly prohibited to sell or reproduce these materials for any reason without the consent of the Augusta County.

Augusta
GEORGIA

IT Department - GIS Division
535 Telfair St Bldg 2000 | Augusta, GA 30901
www.augustaga.gov/gis | gis@augustaga.gov

Map Scale
1:4,800

Print Date
Jul 27, 2025

Legend



Engineering Services Committee Meeting

Meeting Date: August 12, 2025

Georgia Department of Transportation Road Safety Program

Augusta Highway-Rail Grade Crossing Safety Improvements

File Reference: 25 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Georgia Department of Transportation (GDOT) “Augusta Highway-Rail Grade Crossing Safety Improvements” Project and Request to Approve Implementation of Crossing Safety Control Measures including Permanently Closing Miller Street, Marks Street, and Holly Street at Grade Railroad Crossing. AE / Presenter GDOT Consultant
Background:	GDOT/CSX is proposing crossing safety improvements at the five flashing light crossings located adjacent to Dent Blvd between D’Antignac St and Holley St inclusive. The proposal is to close the Miller, Marks and Holley St crossings, and install gates at the D’Antignac St and Laney Walker Blvd crossings
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>	HM/sr



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

Item 11.

7/21/2025

Honorable Garnett L. Johnson, Mayor
ATTN: Dr. Hameed Malik, Ph.D., P.E., Director of Engineering
Augusta Engineering Department
452 Walker St., Suite 110
Augusta, GA 30901

Subject: **Construction Agreement for Execution**
P.I. 0020263, Richmond County
Broad Street from 15th Street to East Boundary Street

Dear Mayor Johnson,

The Department accepts the recommendation from AUGUSTA-RICHMOND COUNTY to award Gexpro the contract for construction services concerning the above referenced project. In addition, the Department is requesting that AUGUSTA-RICHMOND COUNTY submit payment for Construction Oversight activities that will be used to fund GDOT staff man-hours and any other associated expenses incurred by any GDOT employee. The estimated amount for the GDOT Construction Oversight is **\$10,000.00**. Please send payment in the amount of **\$10,000.00** made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:

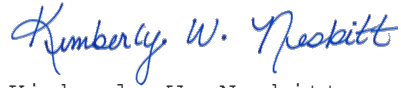
For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the Department has received the check and other required obligations are met, a Notice to Proceed to Construction will be issued.

Should you have any questions or concerns, please contact the Department's Project Manager, Tiffanie Nelson, at (229)873-1436.

Sincerely,



Kimberly W. Nesbitt
State Program Delivery Administrator

CCB BGA

KWN:CCB:BGA:TNN

Attachments

Cc: General Accounting, ARBillings@dot.ga.gov
Corbett Reynolds, District 2 Engineer
Kyle Brooks, District 2 Construction Manager

CONSTRUCTION AGREEMENT
Between
GEORGIA DEPARTMENT OF TRANSPORTATION
and
AUGUSTA-RICHMOND COUNTY

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this agreement (Check only one):

- ☒ CFDA # 20.205 - Highway Planning and Construction
☐ CFDA # 20.219 - Recreational Trails Program

This Construction Agreement ("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 AUGUSTA-RICHMOND COUNTY, GEORGIA, acting by and through its Mayor and Augusta Commission hereinafter called the "SPONSOR" (the "Agreement"). The DEPARTMENT and SPONSOR may sometimes be referred to individually as the "PARTY" and collectively as the "PARTIES".

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid project which consists of the construction of project, which has been assigned the following GDOT project identification number (P.I. #), P.I. #0020263, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b)(8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated ("O.C.G.A."), the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I
SCOPE AND PROCEDURE

Revised: 11/18/2024

The SCOPE AND PROCEDURE for this PROJECT shall be to provide Street Light Components for Broad Street, as set forth in Exhibit A, WORK PLAN. The PROJECT is further defined by the PROJECT estimate sheets ("PROJECT PLANS"), which are on file with the DEPARTMENT and the SPONSOR and are incorporated by reference as if fully set forth herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be conducted in an economically feasible manner 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 DEPARTMENT District 2, who will 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 - Construction of Transportation Systems (current edition), 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 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 Chapter 1 (*specifically see also 23 CFR §1.9 (Limitation on Federal Participation) and §1.27*

Revised: 11/18/2024

(Maintenance)), 23 CFR Part 645 Subparts A and B (Utilities), as well as Section 101 of Title 23 of the United States Code ("U.S.C.") (Definitions-Construction) and 23 U.S.C. §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.

In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. § 313 and 23 CFR § 635.410), the SPONSOR will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided hereunder. The SPONSOR will include a provision implementing Buy America in every contract. Further, the SPONSOR must also comply with the requirements under the BUILD AMERICA, BUY AMERICA ACT (Public Law 117-58, §§ 70901-52), which extends coverage of BUY AMERICA to include construction materials used for this PROJECT. Concurrently with execution of this Agreement, the SPONSOR shall complete and submit Certificates of Compliance with BUY AMERICA and BUILD AMERICA, BUY AMERICA, each attached hereto as Exhibits F and G.

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; the DEPARTMENT's Standard Specifications - Construction of Transportation Systems (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, which is attached hereto as Exhibit D, 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 D, 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 terminate 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 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, and shall complete the PROJECT no later than 360 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 B, WORK SCHEDULE, with the understanding of the PARTIES 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

To the extent permitted by law, the SPONSOR shall 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 V 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

X 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 of the Agreement.

2. 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.

3. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

- a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
- b) Workers Compensation Insurance in accordance with the laws of the State of Georgia.

4. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

5. The insurance certificate must provide the following:
- a) Name, address, signature and telephone number of authorized agents.
 - b) Name and address of insured.
 - c) Name of Insurance Company.
 - d) Description of coverage in standard terminology.
 - e) Policy number, policy period and limits of liability.
 - f) Name and address of State Agency as certificate holder.
 - g) Thirty (30) day written notice of cancellation.
 - h) Details of any special policy exclusions.

6. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to insurance.

7. If and to the extent such damage or loss (including costs and expenses) as covered by this 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, SPONSOR and its consultant/contractor 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 VII and as shown in Exhibit C, BUDGET ESTIMATE, is **One million, six hundred three thousand, ninety-nine dollars and fifty cents (\$1,603,099.50)**.

It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is **One million, two hundred eighty-two thousand four hundred seventy-nine dollars and sixty cents (\$1,282,479.60)**, which is the DEPARTMENT'S maximum obligation. The DEPARTMENT will reimburse at eighty percent (80%) up to the total maximum reimbursable amount.

The SPONSOR shall be solely responsible for any and all amounts in excess of the total maximum reimbursable amount for the PROJECT.

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, cost, 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 or its subcontractor's proposal. The SPONSOR shall notify the DEPARTMENT where such records and documents are kept. The SPONSOR shall make all such materials available for inspection by the DEPARTMENT, its authorized representative(s), and any reviewing agencies at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, at no cost to the DEPARTMENT. The SPONSOR shall furnish copies thereof upon request. The SPONSOR agrees that the provisions of this Article XII 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 and modify 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

1. The undersigned, on behalf of the SPONSOR, certifies 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.

2. The SPONSOR acknowledges and agrees that it 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.

3. The undersigned, on behalf of the SPONSOR, certifies 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 Appendix A of this Agreement.

4. The SPONSOR acknowledges and agrees that it shall subcontract a minimum of Zero percent (0%) 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.

5. The SPONSOR acknowledges and agrees that it 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.

6. The SPONSOR acknowledges and agrees that it shall comply, 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.

7. The SPONSOR has read and understands the regulations for State Audit Requirement as stated in Appendix B ("Certification of Compliances") of this Agreement and will comply in full with said provisions of O.C.G.A. Section 36-81-7.

8. By execution of this Agreement, the undersigned certifies on behalf of the SPONSOR under penalty of law that the SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. Sections 36-70-1 et seq.) as stated

in Appendix B ("Certification of Compliances") and is not debarred from receiving financial assistance from the State of Georgia.

9. The SPONSOR acknowledges and agrees that it shall comply, 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.

10. The SPONSOR acknowledges and agrees that it shall require its contractors and subcontractors to comply with the State of Georgia's Sexual Harassment Prevention Compliance Policy, as stated in Appendix D of this Agreement.

11. Pursuant to Section 13-10-91 of the Official Code of Georgia Annotated, the SPONSOR and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix E ("Georgia Security and Immigration Compliance Act Affidavit").

12. The SPONSOR acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 et seq., and O.C.G.A. § 36-80-23(b) relating "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation" as stated in Appendix E of this Agreement.

13. The SPONSOR acknowledges and agrees 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.

14. 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.

15. 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

1. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the SPONSOR's representatives may be changed during the term of this Agreement by written notification to the other PARTY. Notices given pursuant to this Agreement shall be in writing

and shall be 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 PARTIES as follows:

On behalf of the DEPARTMENT:

Georgia Department of

Transportation

Attn: _____

Title: _____

Address: _____

_____, GA 30308

Telephone #: _____

E-mail: _____@dot.ga.gov

On behalf of the SPONSOR:

Augusta-Richmond County

Attn: _____

Title: _____

Address: _____

Telephone #: _____

Email: _____

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. In the event that any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the PARTY, as identified by the PARTY

2. 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.
3. 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.
4. 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.
5. 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.

6. 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.
7. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated by reference.
8. 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.
9. 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.
10. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
11. 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.
12. 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 by reference made a part hereof.
13. 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 zero (0) hours.

(SIGNATURES CONTAINED ON THE NEXT PAGE.)

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**

AUGUSTA-RICHMOND COUNTY, GEORGIA

By: _____
Commissioner

By: _____ (Seal)
Mayor
Name: **Garnett L. Johnson**

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

Attest:

Treasurer

Notary Public (Notary Seal)

Name: _____
Title: _____

This Agreement, approved by
Augusta-Richmond County, on __, 20__.

Attest:

Name and Title

Federal Employer Identification
Number

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Work Schedule
Exhibit C	Budget Estimate
Exhibit D	Required Contract Provisions, Federal-Aid Construction Contracts
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Buy America Certificate of Compliance
Exhibit G	Build America, Buy America Certificate of Compliance for Construction Materials

EXHIBIT A

WORK PLAN

Augusta-Richmond County

P.I. No. 0020263

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

To replace the existing streetlight fixtures along Broad Street in Richmond County
with Sternberg LED fixtures.

EXHIBIT B

WORK SCHEDULE

Augusta-Richmond County

P.I. No. 0020263

Project work to begin within **02** 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.

Award contract	October 2025
Construction NTP	After contract execution
Corrective List	January 2026
Final inspection	April 2026

EXHIBIT C

BUDGET ESTIMATE

Augusta-Richmond County

P.I. No. 0020263

SOLE SOURCE PROVIDER DOCUMENTATION ATTACHED

PI 0020263

Item 11.

EXHIBIT C

\$1,403,791.23
 +\$199,308.27
 =\$1,603,099.50



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Gexpro E-Verify Number: 375667

Commodity: Street Lighting Systems

Estimated annual expenditure for the above commodity or service: \$ 1,403,791.23

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- X 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

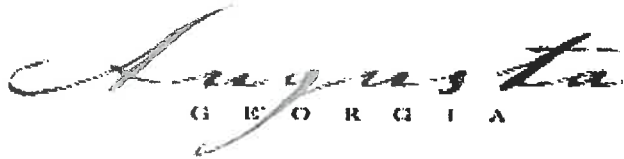
Name: Hameed Malik Department: AE&ESD Date: 5-9-25

Department Head Signature:  Date: 5/11/25

Approval Authority: _____ Date: _____

Administrator Approval: (required — not required) _____ Date: _____

COMMENTS:




ENGINEERING DEPARTMENT

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

MEMORANDUM

TO: Darrell White – Interim Procurement Director

FROM:  Hameed Malik, P.E., Ph D., Engineering Director

DATE: May 9, 2025

SUBJECT: Street Light Components for Broad Street PI# 0020263

Gexpro is an industrial company that supplies street light, traffic signal, and other traffic control devices for public agencies. This sole source procurement proposal is to purchase the street light poles, fixtures, and bases for the Broad Street TIA project. These components are needed to complete the installation of the street lights along Broad Street between 15th St. and 5th Street. These components are the only ones that will provide the specialized needs of the department and permit standardization for bases and anchor bolts already in the field.

Gexpro is headquartered in Augusta, GA and has customers throughout the CSRA.

JU/SR

cc: File

Gexpro

Description:
CITY OF AUGUSTA - GREENE STREET

Quote #2561937
Updated On: 05/08/2025

Company Name:
RICHMOND CTY BD
COMMISSIONER

Billing Address:
RICHMOND CTY BD
COMMISSIONER (1073802)
ACCTING DEPT. 535 Telfair Stre
AUGUSTA, GA 30901-2371

Created Date:
5/8/25

Shipping Address:
CENTRAL SERVICE
DEPT./BASEMENT 535 TELFAIR
STREET
AUGUSTA, GA 30901-2371 US

Shipping Method:
Store Truck

FOB:
Destination

Sales Person:
Garrett Alford
Garrett.Alford@gexpro.com

Branch:
Augusta #7165
7067368422

Terms:
GIS03

PRODUCTS				QTY	UNT PR / UOM	TOTALS
1.	☐ PHASE 1			1	\$577,378.00 ⁰⁰⁰ EA	\$577,378.00
	Type: LOT					
	Products	Type	Mfr	Qty		
	PT-6130CLED-16L35T5-MDL016-CA-SV1F/4212FP4-.125/BK			42		
	1A-1914LED-1L30T3-MDL12-G-HSHS/CA6/ 8532.5ARTS8-RPBP/BK			50		
	ANCHOR BOLTS NOT INCLUDED - THESE WERE ORDERED BACK IN 2023					
2.	☐ PHASE 2			1	\$330,222.00 ⁰⁰⁰ EA	\$330,222.00
	Type: LOT					
	Products	Type	Mfr	Qty		
	PT-6130CLED-16L35T5-MDL016-CA-SV1F/4212FP4-.125/BK			100		
	60440: DIA. X 18 ABS FOR 4200 POLES	BOLT		100		
	SET OF 4					

\$8,773.70 EA
x 160 = 1,403,791.23

BREAKAWAY COUPLINGS AND SKIRT NOT INCLUDED

WREATH HOOKS & GFI NOT INCLUDED



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Grainger E-Verify Number: 203640

Commodity: Street Lighting Conductors

Estimated annual expenditure for the above commodity or service: \$ 199,308.27

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- X 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

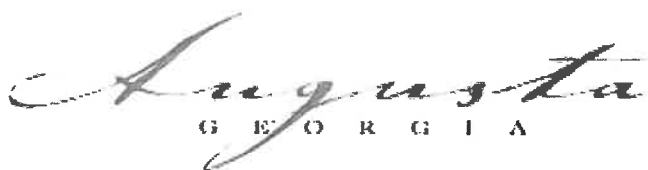
Name: Hameed Malik Department: AE&ESD Date: 5-9-25

Department Head Signature:  Date: 5/11/25

Approval Authority: _____ Date: _____

Administrator Approval: (required — not required) _____ Date: _____

COMMENTS:




ENGINEERING DEPARTMENT

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

MEMORANDUM

TO: Darrell White – Interim Procurement Director

FROM:  Hameed Malik, P.E., Ph D., Engineering Director

DATE: May 9, 2025

SUBJECT: Street Light Components for Broad Street PI #0020263

Grainger is an industrial company that supplies street light, traffic signal, and other traffic control devices for public agencies. This sole source procurement proposal is to purchase conductors and associated equipment for the Broad Street TIA project. These components are needed to complete the installation of the street lights along Broad Street between 15th St. and 5th Street. These components are the only ones that will provide the specialized needs of the department and permit standardization for electrical components already in the field.

Grainger is headquartered in Illinois and has customers throughout the CSRA and United States.

JU/SR

cc: File



Date Created 05/09/2025

Customer Quotation

Expiration Date 06/08/2025

Project/Job	Broad St phase 1	Customer Account Name	AUGUSTA
Attention	-		RICH COUNTY
Department	-		PURCHASING
		Customer Account Number	0822141362
		Grainger Quote Number	QTE2609856349
		Requisition name	-
Ship to		Notes	
AUGUSTA RICH COUNTY PURCHASING		-	
535 Telfair St Ste 605			
Augusta, GA, 30901-2377			

Item #	Description Mfr. Names & Model	Qty	Your Price	Total Price
14V972	Insulated Multitap Connector: Black, 3 Ports, For Wire Sizes 14 AWG – 1/0 AWG POLARIS IPL1/0-3B Country of Origin USA	960	\$38.24	\$36710.40
4XC12	Fuse: 5 A Amps, 250V AC, 10kA at 125V AC/200A at 250V AC, FNM BUSSMANN FNM-5 Country of Origin Mexico	480	\$10.40	\$4992.00
5FXU7	In-Line Fuse Holder: 2 Poles, 0 to 30 A, 600V AC/DC, Crimp, Nonindicating, Breakaway with Boots MERSEN FEX-11-11-BA Country of Origin Mexico	160	\$217.05	\$34728.00
38NF51	Building Wire: Copper, 12 AWG, 1 Conductors, Stranded, 1,000 ft Overall Lg, THHN SOUTHWIRE 58018204 Country of Origin USA	48	\$303.17	\$14552.16

Thank you for the opportunity to provide this quotation. Please reference our Grainger quote number when you are ready to place your order. Any changes to the products and/or quantities identified in the quotation may result in different pricing. Quoted shipping charges are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable. This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <https://www.grainger.com/content/mc/policies/terms-of-sale>.

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Date Created 05/09/2025

862HR7	Building Wire: Copper, 6 AWG, 1 Conductors, Stranded, 1,000 ft Overall Lg, THHN/THWN-2 APPROVED VENDOR WXP-6G-0601-02-1000 Country of Origin USA	55	\$1,264.88	\$69568.40
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This item requires special shipping, additional charges may apply.

869ZW2	Lever Wire Connector: Transparent, Polycarbonate, 2 Ports, 30 A Current, 600 V Max Volt, 50 PK WAGO 221-612/K194-4045 Country of Origin Germany	29	\$43.99	\$1275.71
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792UK5	GFI Receptacle: Decorator Duplex, Black, 5-15R, 15 A, 125V AC, 2 Pole / 3 Wire LEVITON GFWT1-E Country of Origin China	160	\$36.60	\$5856.00
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1CV50	In-Line Fuse Holder: 1 Poles, 0 to 30 A, 600V AC/DC, Crimp/Setscrew, Nonindicating BUSSMANN HEB-AW-RYC Country of Origin China	160	\$197.66	\$31625.60
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Subtotal: \$199308.27

Estimated Tax: N/A

Estimated Standard Shipping: FREE

Estimated Total: \$199308.27

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EXHIBIT D**REQUIRED CONTRACT PROVISIONS,
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
 - II. Nondiscrimination
 - III. Non-segregated Facilities
 - IV. Davis-Bacon and Related Act Provisions
 - V. Contract Work Hours and Safety Standards Act Provisions
 - VI. Subletting or Assigning the Contract
 - VII. Safety: Accident Prevention
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 - X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - XI. Certification Regarding Use of Contract Funds for Lobbying
 - XII. Use of United States-Flag Vessels:
- ATTACHMENTS**
- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on

the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR

Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g) (4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer:

The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy:

All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation

will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment:

When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic

inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions:

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors,

Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts

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to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports:

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS This section is applicable to all Federal-aid construction

projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR [part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment

computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (@ [U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (@ [U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than

quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates

contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to

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

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

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

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

e. *Unfunded plans*. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of

the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in

§ 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest*. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

3. Withholding (29 CFR 5.5)

a. *Withholding requirements*. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

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

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

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

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

4. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may

permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification

set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [1 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD

will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

5. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. *Apprentices and Trainees* (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journey workers shall not be greater than permitted by the terms of the particular program.

6. 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.

7. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

8. 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.

9. 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.

10. Disputes concerning labor standards. As

provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [M U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of [the DBA, Related Acts](#), this part, or [29 CFR part 1](#) or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or [others](#) any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding [under the DBA, Related Acts](#), this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, [Related Acts](#), this part, or [29 CFR part 1](#) or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the

contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

" \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this

section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

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

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

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

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction

contracts on the National Highway System pursuant to 23 CFR 635.116.

6. 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.

7. 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.

8. 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.

9. 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).

10. 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).

VI. 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).

VII. 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."

VIII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be

included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction

under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a

material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise

ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

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

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

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

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

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

X. 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.

XI. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo

liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT E

NOTICE TO SPONSOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the SPONSOR, **AUGUSTA-RICHMOND COUNTY**, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. Compliance with Regulations

The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in 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.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall 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 sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR 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 SPONSOR'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 SPONSOR under the contract until the SPONSOR complies; and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor 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 SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the state and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit F

GEORGIA DEPARTMENT OF TRANSPORTATION
 BUY AMERICA CERTIFICATE OF COMPLIANCE

Date _____, 20____

WE, Augusta-Richmond County (SPONSOR)

Address: 452 Walker St., Suite 110 Augusta, GA 30901

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this PROJECT.

P.I. No. 0020263 - Broad Street from 15th Street to East Boundary Street,
 Richmond COUNTY

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the SPONSORS. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____
 (Officer of Organization)

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

 Notary Public/Just of the Peace

My Commission Expires: _____

Exhibit G

BUILD AMERICA, BUY AMERICA CERTIFICATE OF COMPLIANCE
FOR CONSTRUCTION MATERIALS

Date _____, 20_____

WE, Augusta-Richmond County (SPONSOR)

Address: 452 Walker St., Suite 110 Augusta, GA 30901

Hereby certify that we are in compliance with the "BUILD AMERICA, BUY AMERICA" ("BABA") requirements of the Infrastructure Investment and Jobs Act ("IIJA"), as set forth under Pub. L. No. 117-58, §§ 70901-52, and that all construction materials as defined under BABA furnished for the referenced project, have been produced in the United States of America.

P.I. No. 0020263 - Broad Street from 15th Street to East Boundary Street,
Richmond COUNTY

We further certify that as required, we will maintain all records and documents pertinent to the BABA requirements, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the BABA requirements are delivered during invoicing, then we will maintain all records and documents pertinent to the BABA requirements for not less than three (3) years from the date conditional final payment has been received by the SPONSOR. These files will be available for inspection and verification by the Department and/or FHWA.

Signed by _____ Title _____
(Officer of Organization)

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

Notary Public/Just of the Peace

My Commission Expires: _____

APPENDICES

Appendix A	Certification of Augusta-Richmond County Drug-Free Workplace
Appendix B	Certification of Compliances
Appendix C	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix D	Sexual Harassment Prevention Policy Compliance
Appendix E	Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation
Appendix F	Certification of the Georgia Department of Transportation
Appendix G	Certification of Augusta-Richmond County
Appendix H	Augusta-Richmond County Certification Regarding Debarment, Suspension, and Other Responsibility Matters

APPENDIX A

CERTIFICATION OF Augusta-Richmond County

DRUG-FREE WORKPLACE

I hereby certify that I am a duly authorized representative of Augusta-Richmond County whose address is 452 Walker St., Suite 110 Augusta, GA 30901 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: _____

APPENDIX B
CERTIFICATION OF COMPLIANCES

I hereby certify that I am the duly authorized representative of Augusta-Richmond County whose address is 452 Walker St., Suite 110 Augusta, GA 30901, 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

SignatureName:

Title:

APPENDIX C
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT



P.I.# and Project Description:	P.I. No. 0020263 - BROAD STREET FROM 15TH STREET TO EAST BOUNDARY STREET
Sponsor's Name:	Augusta-Richmond County
Sponsor's Address:	452 Walker St., Suite 110 Augusta, GA 30901

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

Date of Authorization

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 Public

My Commission Expires: _____

APPENDIX D SEXUAL HARRASMENT 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:

- a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;
- b. 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 <https://doas.ga.gov/human-resources-administration/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 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 <https://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 <https://doas.ga.gov/human-resources-administration/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.

APPENDIX E

CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the SPONSOR, certifies that the SPONSOR:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the SPONSOR shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

APPENDIX F
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 SPONSOR or its 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 G
CERTIFICATION OF Augusta-Richmond County

STATE OF GEORGIA

I hereby certify that I am the Mayor of the Augusta-Richmond County in the State of Georgia, and that the above SPONSOR or its 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

Augusta-Richmond County MAYOR

Name: _____

Title: _____

APPENDIX H
Augusta-Richmond County
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of Augusta-Richmond County, whose address is 452 Walker Street Suite 110 Augusta, GA 30901, 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
(Seal)

Signature

Name: _____
Title: _____

Instructions for Appendix H 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.



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

Item 11.

July 25, 2025

Honorable Garnett L. Johnson, Mayor
ATTN: Dr. Hameed Malik, Ph.D., P.E., Director of Engineering
Augusta Engineering Department
452 Walker St., Suite 110
Augusta, GA 30901

Subject: **Construction Agreement for Execution**
P.I.0020264, Richmond County
Green Street Lighting Replacement
From 13th Street to East Boundary Street

Dear Mayor Johnson,

The Department accepts the recommendation from the Augusta-Richmond County to award Gexpro the contract for construction services concerning the above-mentioned project. In addition, the Department is requesting that the Augusta-Richmond County submit payment for Construction Oversight activities that will be used to fund GDOT staff man-hours and any other associated expenses incurred by any GDOT employee. The estimated amount for the GDOT Construction Oversight is \$10,000.00 **Please send payment in the amount of \$ 10,000.00 made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:**

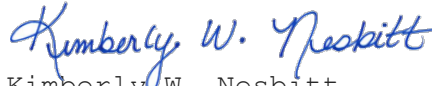
For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the Department has received the check and other required obligations are met, a Notice to Proceed to Construction will be issued.

Should you have any questions or concerns, please contact the Department's Project Manager, Eucharia O. Agbame, at 404-831-6548.

Sincerely,



Kimberly W. Nesbitt
State Program Delivery Administrator

CCB BGA

KWN:CCB:BGA:EOA
Attachments

Cc: General Accounting, ARBillings@dot.ga.gov
Corbett Reynolds, District 2 Engineer
Kyle Brooks, District 2 Construction Manager

CONSTRUCTION AGREEMENT
Between
GEORGIA DEPARTMENT OF TRANSPORTATION
and
AUGUSTA-RICHMOND COUNTY

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this agreement (Check only one):

☒ CFDA # 20.205 - Highway Planning and Construction

☐ CFDA # 20.219 - Recreational Trails Program

This Construction Agreement ("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", AUGUSTA-RICHMOND COUNTY, GEORGIA, acting by and through its Mayor hereinafter called the "SPONSOR" (the "Agreement"). The DEPARTMENT and SPONSOR may sometimes be referred to individually as the "PARTY" and collectively as the "PARTIES".

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid project which consists of the construction of project, which has been assigned the following GDOT project identification number, P.I. 0020264, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b)(8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated ("O.C.G.A."), the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be to provide street Light components for Green Street from 13th Street to East Boundary Street as set forth in Exhibit A, WORK PLAN. The PROJECT is further defined by the PROJECT estimate sheets ("PROJECT PLANS"), which are on file with the DEPARTMENT and the SPONSOR and are incorporated by reference as if fully set forth herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be conducted in an economically feasible manner 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 DEPARTMENT District 2, who will 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 - Construction of Transportation Systems (current edition), 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 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 Chapter 1 (*specifically see also 23 CFR §1.9 (Limitation on Federal Participation) and §1.27 (Maintenance)*), 23 CFR Part 645 Subparts A and B (*Utilities*), as well as Section 101 of Title 23 of the United States Code ("U.S.C.") (*Definitions-Construction*) and 23 U.S.C. §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.

In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. § 313 and 23 CFR § 635.410), the SPONSOR will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided hereunder. The SPONSOR will include a provision implementing Buy America in every contract. Further, the SPONSOR must also comply with the requirements under the BUILD AMERICA, BUY AMERICA ACT (Public Law 117-58, §§ 70901-52), which extends coverage of BUY AMERICA to include construction materials used for this PROJECT. Concurrently with execution of this Agreement, the SPONSOR shall complete and submit Certificates of Compliance with BUY AMERICA and BUILD AMERICA, BUY AMERICA, each attached hereto as Exhibits F and G.

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; the DEPARTMENT's Standard Specifications - Construction of Transportation Systems (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, which is attached hereto as Exhibit D, 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 D, 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 terminate 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 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, and shall complete the PROJECT no later than 360 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 B, WORK SCHEDULE, with the understanding of the PARTIES 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

To the extent permitted by law, the SPONSOR shall 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 V 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

x 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 of the Agreement.

2. 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.

3. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

b) Workers Compensation Insurance in accordance with the laws of the State of Georgia.

4. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

5. The insurance certificate must provide the following:

- a) Name, address, signature and telephone number of authorized agents.
- b) Name and address of insured.
- c) Name of Insurance Company.
- d) Description of coverage in standard terminology.
- e) Policy number, policy period and limits of liability.
- f) Name and address of State Agency as certificate holder.
- g) Thirty (30) day written notice of cancellation.
- h) Details of any special policy exclusions.

6. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to insurance.

7. If and to the extent such damage or loss (including costs and expenses) as covered by this 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, SPONSOR and its consultant/contractor 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 VII and as shown in Exhibit C, BUDGET ESTIMATE, is **Nine hundred eighty-two thousand, two hundred fifty-five dollars and zero cents (\$982,255.00)**.

It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is **Seven hundred eighty-five thousand, eight hundred four dollars and zero cents (\$785,804.00)**, which is the DEPARTMENT'S maximum obligation. The DEPARTMENT will reimburse at eighty percent (80%) up to the total maximum reimbursable amount.

The SPONSOR shall be solely responsible for any and all amounts in excess of the total maximum reimbursable amount for the PROJECT.

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, cost, 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 or its subcontractor's proposal. The SPONSOR shall notify the DEPARTMENT where such records and documents are kept. The SPONSOR shall make all such materials available for inspection by the DEPARTMENT, its authorized representative(s), and any reviewing agencies at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, at no cost to the DEPARTMENT. The SPONSOR shall furnish copies thereof upon request. The SPONSOR agrees that the provisions of this Article XII 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 and modify 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

1. The undersigned, on behalf of the SPONSOR, certifies 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.

2. The SPONSOR acknowledges and agrees that it 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.

3. The undersigned, on behalf of the SPONSOR, certifies 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 Appendix A of this Agreement.

4. The SPONSOR acknowledges and agrees that it shall subcontract a minimum of Zero percent (0%) 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.

5. The SPONSOR acknowledges and agrees that it 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.

6. The SPONSOR acknowledges and agrees that it shall comply, 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.

7. The SPONSOR has read and understands the regulations for State Audit Requirement as stated in Appendix B ("Certification of Compliances") of this Agreement and will comply in full with said provisions of O.C.G.A. Section 36-81-7.

8. By execution of this Agreement, the undersigned certifies on behalf of the SPONSOR under penalty of law that the SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. Sections 36-70-1 et seq.) as stated

in Appendix B ("Certification of Compliances") and is not debarred from receiving financial assistance from the State of Georgia.

9. The SPONSOR acknowledges and agrees that it shall comply, 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.

10. The SPONSOR acknowledges and agrees that it shall require its contractors and subcontractors to comply with the State of Georgia's Sexual Harassment Prevention Compliance Policy, as stated in Appendix D of this Agreement.

11. Pursuant to Section 13-10-91 of the Official Code of Georgia Annotated, the SPONSOR and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix E ("Georgia Security and Immigration Compliance Act Affidavit").

12. The SPONSOR acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 et seq., and O.C.G.A. § 36-80-23(b) relating "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation" as stated in Appendix E of this Agreement.

13. The SPONSOR acknowledges and agrees 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.

14. 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.

15. 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

1. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the SPONSOR's representatives may be changed during the term of this Agreement by written notification to the other PARTY. Notices given pursuant to this Agreement shall be in writing

and shall be 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 PARTIES as follows:

On behalf of the DEPARTMENT:

Georgia Department of
Transportation
Attn: _____
Title: _____
Address: _____
_____, GA 30308
Telephone #: _____
E-mail: _____@dot.ga.gov

On behalf of the SPONSOR:

Augusta-Richmond County
Attn: _____
Title: _____
Address: _____

Telephone #: _____
Email: _____

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. In the event that any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the PARTY, as identified by the PARTY

2. 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.
3. 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.
4. 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.
5. 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.

6. 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.
7. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated by reference.
8. 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.
9. 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.
10. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
11. 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.
12. 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 by reference made a part hereof.
13. 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 Zero(0) hours.

(SIGNATURES CONTAINED ON THE NEXT PAGE.)

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**

AUGUSTA-RICHMOND COUNTY, GEORGIA

By: _____
Commissioner

By: _____ (Seal)
Mayor

Name: **Garnett L. Johnson**

Signed, sealed and delivered

This _____,
in the presence of:

Attest:

Treasurer

Notary Public (Notary Seal)

Name: _____

Title: _____

This Agreement, approved by

AUGUSTA-RICHMOND COUNTY, on __,
20__.

Attest:

Name and Title

Federal Employer Identification
Number

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Work Schedule
Exhibit C	Budget Estimate
Exhibit D	Required Contract Provisions, Federal-Aid Construction Contracts
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Buy America Certificate of Compliance
Exhibit G	Build America, Buy America Certificate of Compliance for Construction Materials

EXHIBIT A

WORK PLAN

Augusta-Richmond County

P.I. No. 0020264

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

To replace the existing streetlight fixtures along Greene Street in
Richmond County with Sternberg LED fixtures.

EXHIBIT B

WORK SCHEDULE

Augusta-Richmond County

P.I. No. 0020264

Project work to begin within **02** 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.

Award contract	October 2025
Construction NTP	After contract execution
Corrective List	January 2026
Final inspection	April 2026

EXHIBIT C

BUDGET ESTIMATE

AUGUSTA-RICHMOND COUNTY

P.I. No. 0020264

SOLE SOURCE PROVIDER DOCUMENTATION ATTACHED

EXHIBIT C

\$907,600.00
 +\$107,755.22
 =\$1,015,355.22



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Gexpro E-Verify Number: 375667

Commodity: Street Lighting Systems

Estimated annual expenditure for the above commodity or service: \$ 907.600

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- X 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

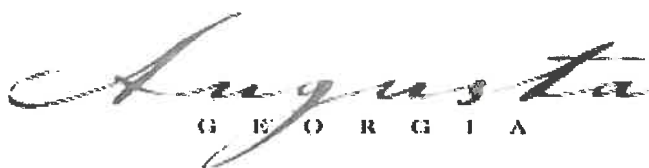
Name: Hameed Malik Department: AE&ESD Date: 5-9-25

Department Head Signature:  Date: 5/11/25

Approval Authority: _____ Date: _____

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:




ENGINEERING DEPARTMENT

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

MEMORANDUM

TO: Darrell White – Interim Procurement Director

FROM:  Hameed Malik, P.E., Ph D., Engineering Director

DATE: May 9, 2025

SUBJECT: Street Light Components for Greene Street ~~PI~~ 0020264

Gexpro is an industrial company that supplies street light, traffic signal, and other traffic control devices for public agencies. This sole source procurement proposal is to purchase the street light poles, fixtures, and bases for the Greene Street TIA project. These components are needed to complete the installation of the street lights along Greene Street between 12th St. and East Boundary. These components are the only ones that will provide the specialized needs of the department and permit standardization for bases and anchor bolts already in the field.

Gexpro is headquartered in Augusta, GA and has customers throughout the CSRA.

JU/SR

cc: File



Description:
CITY OF AUGUSTA - GREENE STREET

Quote #2561937
Updated On: 05/08/2025

Company Name:
RICHMOND CTY BD
COMMISSIONER

Billing Address:
RICHMOND CTY BD
COMMISSIONER (1073802)
ACCTING DEPT. 535 Telfair Stre
AUGUSTA, GA 30901-2371

Created Date:
5/8/25

Shipping Address:
CENTRAL SERVICE
DEPT./BASEMENT 535 TELFAIR
STREET
AUGUSTA, GA 30901-2371 US

Shipping Method:
Store Truck

FOB:
Destination

Sales Person:
Garrett Alford
Garrett.Alford@gexpro.com

Branch:
Augusta #7165
7067368422

Terms:
GIS03

PRODUCTS				QTY	UNT PR / UOM	TOTALS
1.	☐ PHASE 1			1	\$577,378.00 ⁰⁰⁰ EA	\$577,378.00
	Type: LOT					
	Products	Type	Mfr	Qty		
	PT-6130CLED-16L35T5-MDL016-CA-SV1F/4212FP4-.125/BK			42		
	1A-1914LED-1L30T3-MDL12-G-HSHS/CA6/ 8532.5ARTS8-RBPB/BK			50		
	ANCHOR BOLTS NOT INCLUDED - THESE WERE ORDERED BACK IN 2023					
2.	☐ PHASE 2			1	\$330,222.00 ⁰⁰⁰ EA	\$330,222.00
	Type: LOT					
	Products	Type	Mfr	Qty		
	PT-6130CLED-16L35T5-MDL016-CA-SV1F/4212FP4-.125/BK			100		
	60440: DIA. X 18 ABS FOR 4200 POLES *SET OF 4*	BOLT		100		
	****BREAKAWAY COUPLINGS AND SKIRT NOT INCLUDED****					
	****WREATH HOOKS & GFI NOT INCLUDED****					

Entire Quote:

Sub Total:	\$907,600.00
S/H:	FREIGHT ALLOWED \$0.00
Tax:	Not Included
Total:	\$907,600.00

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Seller reserves the right to pass through any changes in delivery date, price, scope and quantity of supply arising from actions of Seller's manufacturing partners or vendors and/or resulting from any Force Majeure event including any imposition of new or additional tariffs that occurs after the issuance of the quotation. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors or government agencies outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility".

Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusainc.com/terms/terms.html>

Full phone support at (888) 739-3577

Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays.



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Grainger E-Verify Number: 203640

Commodity: Street Lighting Conductors

Estimated annual expenditure for the above commodity or service:

\$ 107,755.22

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- X 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

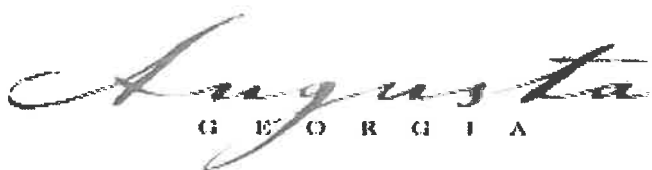
Name: Hameed Malik Department: AE&ESD Date: 5-9-25

Department Head Signature:  Date: 5/11/25

Approval Authority: _____ Date: _____

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:




ENGINEERING DEPARTMENT

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

MEMORANDUM

TO: Darrell White – Interim Procurement Director

FROM:  Hameed Malik, P.E., Ph D., Engineering Director

DATE: May 9, 2025

SUBJECT: Street Light Components for Greene Street *PI#0020264*

Grainger is an industrial company that supplies street light, traffic signal, and other traffic control devices for public agencies. This sole source procurement proposal is to purchase conductors and associated equipment for the Greene Street TIA project. These components are needed to complete the installation of the street lights along Greene Street between 12th St. and East Boundary. These components are the only ones that will provide the specialized needs of the department and permit standardization for electrical components already in the field.

Grainger is headquartered in Illinois and has customers throughout the CSRA and United States.

JU/SR

cc: File



Date Created 05/09/2025

Customer Quotation

Expiration Date 06/08/2025

Project/Job	Greene St Ph I	Customer Account Name	AUGUSTA
Attention	-		RICH COUNTY
Department	-		PURCHASING
		Customer Account Number	0822141362
		Grainger Quote Number	QTE2609160622
		Requisition name	-

Ship to
 AUGUSTA RICH COUNTY PURCHASING
 535 Telfair St Ste 605
 Augusta, GA, 30901-2377

Notes
 -

Item #	Description Mfr. Names & Model	Qty	Your Price	Total Price
14V972	Insulated Multitap Connector: Black, 3 Ports, For Wire Sizes 14 AWG – 1/0 AWG POLARIS IPL1/0-3B Country of Origin USA	300	\$38.24	\$11472.00
4XC12	Fuse: 5 A Amps, 250V AC, 10kA at 125V AC/200A at 250V AC, FNM BUSSMANN FNM-5 Country of Origin Mexico	200	\$10.40	\$2080.00
5FXU7	In-Line Fuse Holder: 2 Poles, 0 to 30 A, 600V AC/DC, Crimp, Nonindicating, Breakaway with Boots MERSEN FEX-11-11-BA Country of Origin Mexico	100	\$217.05	\$21705.00
38NF51	Building Wire: Copper, 12 AWG, 1 Conductors, Stranded, 1,000 ft Overall Lg, THHN SOUTHWIRE 58018204 Country of Origin USA	15	\$303.17	\$4547.55

Thank you for the opportunity to provide this quotation. Please reference our Grainger quote number when you are ready to place your order. Any changes to the products and/or quantities identified in the quotation may result in different pricing. Quoted shipping charges are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable. This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <https://www.grainger.com/content/mc/policies/terms-of-sale>.

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Date Created 05/09/2025

862HR7	Building Wire: Copper, 6 AWG, 1 Conductors, Stranded, 1,000 ft Overall Lg, THHN/THWN-2 APPROVED VENDOR WXP-6G-0601-02-1000 Country of Origin USA	12	\$1,264.88	\$15178.56
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This item requires special shipping, additional charges may apply.

869ZW2	Lever Wire Connector: Transparent, Polycarbonate, 2 Ports, 30 A Current, 600 V Max Volt, 50 PK WAGO 221-612/K194-4045 Country of Origin Germany	18	\$43.99	\$791.82
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Subtotal: \$55774.93

Estimated Tax: N/A

Estimated Standard Shipping: FREE

Estimated Total: \$55774.93

Thank you for the opportunity to provide this quotation. Please reference our Grainger quote number when you are ready to place your order. Any changes to the products and/or quantities identified in the quotation may result in different pricing. Quoted shipping charges are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable. This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <https://www.grainger.com/content/mc/policies/terms-of-sale>.

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Date Created 05/09/2025

Customer Quotation

Expiration Date 06/08/2025

Project/Job	Greene St Ph II	Customer Account Name	AUGUSTA
Attention	-		RICH COUNTY
Department	-		PURCHASING
		Customer Account Number	0822141362
		Grainger Quote Number	QTE2609787678
		Requisition name	-

Ship to
 AUGUSTA RICH COUNTY PURCHASING
 535 Telfair St Ste 605
 Augusta, GA, 30901-2377

Notes
 -

Item #	Description Mfr. Names & Model	Qty	Your Price	Total Price
14V972	Insulated Multitap Connector: Black, 3 Ports, For Wire Sizes 14 AWG – 1/0 AWG POLARIS IPL1/0-3B Country of Origin USA	300	\$38.24	\$11472.00
4XC12	Fuse: 5 A Amps, 250V AC, 10kA at 125V AC/200A at 250V AC, FNM BUSSMANN FNM-5 Country of Origin Mexico	200	\$10.40	\$2080.00
5FXU7	In-Line Fuse Holder: 2 Poles, 0 to 30 A, 600V AC/DC, Crimp, Nonindicating, Breakaway with Boots MERSEN FEX-11-11-BA Country of Origin Mexico	100	\$217.05	\$21705.00
38NF51	Building Wire: Copper, 12 AWG, 1 Conductors, Stranded, 1,000 ft Overall Lg, THHN SOUTHWIRE 58018204 Country of Origin USA	15	\$303.17	\$4547.55

Thank you for the opportunity to provide this quotation. Please reference our Grainger quote number when you are ready to place your order. Any changes to the products and/or quantities identified in the quotation may result in different pricing. Quoted shipping charges are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable. This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <https://www.grainger.com/content/mc/policies/terms-of-sale>.

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Date Created 05/09/2025

862HR7	Building Wire: Copper, 6 AWG, 1 Conductors, Stranded, 1,000 ft Overall Lg, THHN/THWN-2 APPROVED VENDOR WXP-6G-0601-02-1000 Country of Origin USA	9	\$1,264.88	\$11383.92
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This item requires special shipping, additional charges may apply.

869ZW2	Lever Wire Connector: Transparent, Polycarbonate, 2 Ports, 30 A Current, 600 V Max Volt, 50 PK WAGO 221-612/K194-4045 Country of Origin Germany	18	\$43.99	\$791.82
--------	--	----	---------	----------

Subtotal: \$51980.29

Estimated Tax: N/A

Estimated Standard Shipping: FREE

Estimated Total: \$51980.29

Thank you for the opportunity to provide this quotation. Please reference our Grainger quote number when you are ready to place your order. Any changes to the products and/or quantities identified in the quotation may result in different pricing. Quoted shipping charges are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable. This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <https://www.grainger.com/content/mc/policies/terms-of-sale>.

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EXHIBIT D**REQUIRED CONTRACT PROVISIONS,
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
 - II. Nondiscrimination
 - III. Non-segregated Facilities
 - IV. Davis-Bacon and Related Act Provisions
 - V. Contract Work Hours and Safety Standards Act Provisions
 - VI. Subletting or Assigning the Contract
 - VII. Safety: Accident Prevention
 - VIII. False Statements Concerning Highway Projects
 - IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
 - X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - XI. Certification Regarding Use of Contract Funds for Lobbying
 - XII. Use of United States-Flag Vessels:
- ATTACHMENTS**
- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on

the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR

Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g) (4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer:

The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy:

All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation

will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment:

When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic

inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions:

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors,

Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts

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to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports:

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS This section is applicable to all Federal-aid construction

projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR [part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment

computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (@ [U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (@ [U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than

quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates

contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to

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

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

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

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

e. *Unfunded plans*. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of

the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in

§ 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest*. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

3. Withholding (29 CFR 5.5)

a. *Withholding requirements*. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

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

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

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

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

4. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may

permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification

set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [1 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD

will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

5. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. *Apprentices and Trainees* (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journey workers shall not be greater than permitted by the terms of the particular program.

6. 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.

7. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

8. 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.

9. 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.

10. Disputes concerning labor standards. As

provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [M U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of [the DBA, Related Acts](#), this part, or [29 CFR part 1](#) or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or 3; or

d. Informing any other person about their rights under the DBA, [Related Acts](#), this part, or [29 CFR part 1](#) or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the

contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

" \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this

section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

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

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

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

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

6. 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.

7. 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.

8. 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.

9. 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).

10. 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).

VI. 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).

VII. 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."

VIII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be

included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction

under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification – Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more – 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a

material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise

ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

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

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

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

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

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

X. 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.

XI. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo

liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT E

NOTICE TO SPONSOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the SPONSOR, **Augusta-Richmond County**, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. Compliance with Regulations

The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in 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.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall 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 sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR 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 SPONSOR'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 SPONSOR under the contract until the SPONSOR complies; and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor 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 SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the state and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit F

GEORGIA DEPARTMENT OF TRANSPORTATION
 BUY AMERICA CERTIFICATE OF COMPLIANCE

Date _____, 20____

WE, Augusta-Richmond County (SPONSOR)

Address: 452 Walker St., Suite 110 Augusta, GA 30901

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this PROJECT.

P.I. No. 0020264 - GREENE STREET FROM 13TH STREET TO EAST BOUNDARY
 STREET Richmond COUNTY

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the SPONSORS. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____
 (Officer of Organization)

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

 Notary Public/Just of the Peace

My Commission Expires: _____

Exhibit G

BUILD AMERICA, BUY AMERICA CERTIFICATE OF COMPLIANCE
FOR CONSTRUCTION MATERIALS

Date _____, 20_____

WE, Augusta-Richmond County (SPONSOR)

Address: 452 Walker St., Suite 110 Augusta, GA 30901

Hereby certify that we are in compliance with the "BUILD AMERICA, BUY AMERICA" ("BABA") requirements of the Infrastructure Investment and Jobs Act ("IIJA"), as set forth under Pub. L. No. 117-58, §§ 70901-52, and that all construction materials as defined under BABA furnished for the referenced project, have been produced in the United States of America.

P.I. No. 0020264 - *GREENE STREET FROM 13TH STREET TO EAST BOUNDARY STREET* Richmond COUNTY

We further certify that as required, we will maintain all records and documents pertinent to the BABA requirements, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the BABA requirements are delivered during invoicing, then we will maintain all records and documents pertinent to the BABA requirements for not less than three (3) years from the date conditional final payment has been received by the SPONSOR. These files will be available for inspection and verification by the Department and/or FHWA.

Signed by _____ Title _____
(Officer of Organization)

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

Notary Public/Just of the Peace

My Commission Expires: _____

APPENDICES

Appendix A	Certification of Augusta-Richmond County Drug-Free Workplace
Appendix B	Certification of Compliances
Appendix C	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix D	Sexual Harassment Prevention Policy Compliance
Appendix E	Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation
Appendix F	Certification of the Georgia Department of Transportation
Appendix G	Certification of Augusta-Richmond County
Appendix H	Augusta-Richmond County Certification Regarding Debarment, Suspension, and Other Responsibility Matters

APPENDIX A

CERTIFICATION OF Augusta-Richmond County

DRUG-FREE WORKPLACE

I hereby certify that I am a duly authorized representative of Augusta-Richmond County whose address is 452 Walker St., Suite 110 Augusta, GA 30901 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: _____

APPENDIX B
CERTIFICATION OF COMPLIANCES

I hereby certify that I am the duly authorized representative of Augusta-Richmond County whose address is 452 Walker St., Suite 110 Augusta, GA 30901, 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

SignatureName:

Title:

APPENDIX C
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT



P.I.# and Project Description:	P.I. No. 0020263 - BROAD STREET FROM 15TH STREET TO EAST BOUNDARY STREET
Sponsor's Name:	Augusta-Richmond County
Sponsor's Address:	452 Walker St., Suite 110 Augusta, GA 30901

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

Date of Authorization

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 Public

My Commission Expires: _____

APPENDIX D SEXUAL HARRASMENT 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:

- a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;
- b. 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 <https://doas.ga.gov/human-resources-administration/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 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 <https://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 <https://doas.ga.gov/human-resources-administration/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.

APPENDIX E

CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the SPONSOR, certifies that the SPONSOR:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the SPONSOR shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

APPENDIX F
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 SPONSOR or its 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 G
CERTIFICATION OF Augusta-Richmond County

STATE OF GEORGIA

I hereby certify that I am the Mayor of the Augusta-Richmond County in the State of Georgia, and that the above SPONSOR or its 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

Augusta-Richmond County MAYOR

Name: _____

Title: _____

APPENDIX H
Augusta-Richmond County
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of Augusta-Richmond County, whose address is 452 Walker Street Suite 110 Augusta, GA 30901, 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
(Seal)

Signature

Name: _____
Title: _____

Instructions for Appendix H 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.



Engineering Services Committee Meeting

Meeting Date: August 12, 2025

Broad Street and Greene Street Lighting Improvements Projects

GDOT Construction Agreements

GDOT PI #0020263 & PI #0020264

File Reference: 25 – 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 Broad Street and Greene Street Lighting Improvements Projects (PI #0020263 & PI#0020264). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). /AE
Background:	Broad Street & Greene Street lighting improvements is supplement to TIA funded downtown roadways improvements Projects. Existing streetlighting fixture upgrade/replacement is listed in the Augusta Metropolitan Planning Organization (MPO) TIP. The Project cost is paid by FHWA federal funds as cost sharing project (Federal:80/Local:20). Federal funding became available under FHWA “Carbon Reduction” program. The purpose of this project is upgrading/replacing existing aging fixtures for improving street lighting within respective corridor.
Analysis:	It is supplemental project covering cost of lighting fixtures/material. Construction being let by Augusta and GDOT will release Construction NTP soon after execution of subject Construction agreement (Agreement). Execution of the Agreement is time sensitive to avoid material cost escalation. The Agreements allow GDOT federal funding assistance to complete subject improvements.
Financial Impact:	Upon execution of GDOT Construction Agreement, Federal funds in amount of \$1,282,479.60 and \$785,804.00 become available for the Broad Street & Greene Street lighting fixtures upgrade projects respectively. Matching funds available in TIA funded construction part of the project.
Alternatives:	Not proposed.
Recommendation:	Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Broad Street and Greene Street Lighting Improvements Projects (PI #0020263 & PI#0020264). Also authorize

Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). /AE

Funds are available in the following accounts:

N/A

REVIEWED AND APPROVED BY:

HM/sr

AGENDA ITEM NUMBER: _____

EDITION: _____

DATE: July 28, 2025**TO:** HONORABLE GARNETT JOHNSON, MAYOR
MEMBERS OF COMMISSION
DON CLARK, CHAIRMAN,
ENGINEERING SERVICES COMMITTEE**THROUGH:** TAMEKA ALLEN, ADMINISTRATOR**FROM:** HAMEED MALIK, PHD., PE
DIRECTOR OF ENGINEERING**SUBJECT:** DEDICATION OF: WORTHINGTON
FILE REFERENCE: 24-005(A)

CAPTION: Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Worthington. Also, approve Augusta Utilities Department easement deed and maintenance agreement.**BACKGROUND:** The final plat for this portion of Worthington was approved by the Commission on March 18, 2025. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations and hereby requests acceptance of the utility deed.

ANALYSIS: This section meets all codes, ordinances and standards. There are no wetlands, or 100-year flood plain boundaries involved in this section.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

AGENDA ITEM: _____

EDITION: _____

July 28, 2025

Page Two

**FINANCIAL
IMPACT:**

By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

ALTERNATIVES: 1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Worthington.

2. Do not approve and risk litigation.

RECOMMENDATION: Approve Alternative Number One.

REQUESTED AGENDA DATE: Commission Meeting August 5, 2025

**DEPARTMENT
DIRECTOR:** _____

**FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS:**

N/A

**DEPARTMENT
DIRECTOR:** _____

_____.

_____.

ADMINISTRATOR: _____

FINANCE: _____

HM/

Attachments

cc: Walt Corbin PE – Engineering Manager
Agenda File
Main File

ENGINEERING DEPARTMENT

Hameed Malik, PhD., PE, Director

Plan & Review Section Manager

Richard A. Holliday, Sr. Lead Design Engineer

MEMORANDUM

To: Hameed Malik, P.E., PhD
Director of Engineering

Through: Brett Parsons, Principal Engineer Land Development *BP*

From: Richard A. Holliday, Lead Design Engineer *RAH*

Date: July 28, 2025

Subject: Certificate of Completion
Dedication of Worthington
File reference: 24-005(A3)

A final inspection has been conducted on the above-mentioned development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on March 18, 2025. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

RAH

Attachment

cc: Walt Corbin, P.E., Engineering Manager
Chyvattee Vassar, Interim Director of Planning and Development
Kevin Boyd, Development Services Manager
File

Engineering Division

452 Walker St., Suite 110 – Augusta, GA 30901

Phone: (706) 821-1706- Fax 706 (821-1708)

www.augustaga.gov

D: PLAT B: 20 P: 140 04/10/2025 10:37 AM
Doc # 2025016344 Page 2 of 3

ECHOLS SURVEYING & CONSTRUCTION SERVICES
1511 THOMSON ROAD

706-338-4303
 PLAT DATE: 02/14/2023

[illegible]

PROJECT NUMBER: S-762

DOI: 10.1002/for

OWNER/DEVELOPER/PRIMARY PERMITEE

617 Chapin Rd
Chapin, SC 29038

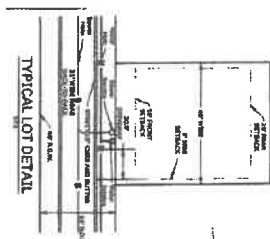
Contact: Jacob Wilkerson
803-240-3872

PROJECT DATA

WORTHINGTON (ZENITH DRIVE)
TAX MAP PARCEL: 141-0-538-06-0
ZONING-R-10, ONE FAMILY RESIDENTIAL
TOTAL ACRES-24.04 ACRES
64 RESIDENTIAL LOTS, 8.78 ACRES
R/W OF STREET: 1.30 ACRES
COMMON AREA/RETENTION POND: 11.46 ACRES

Equipment Used: CARLSON 81R277RM BLE
VRS
NHTMS: 090428 VHTMS: 0.16042 PDCR: 1.0
Acquired by: Least Squares
Field Work Completed on: 06/28/2023
STATE PLANE COORDINATE DATUM
NAD 83 GEORGIA EAST ZONE
ALL COORDINATES ARE GROUND
COORDINATES.
VERTICAL DATUM
ALL ELEVATIONS BROWN ARE NAVD 86.

FEMA NOTE:
PER FEMA FLOOD INSURANCE RATE MAP #13146C01160, EFFECTIVE
NOVEMBER 15, 2019, THIS PROPERTY IS OUTSIDE THE FLOOD ZONE ARE



TYPICAL LOT DETAIL

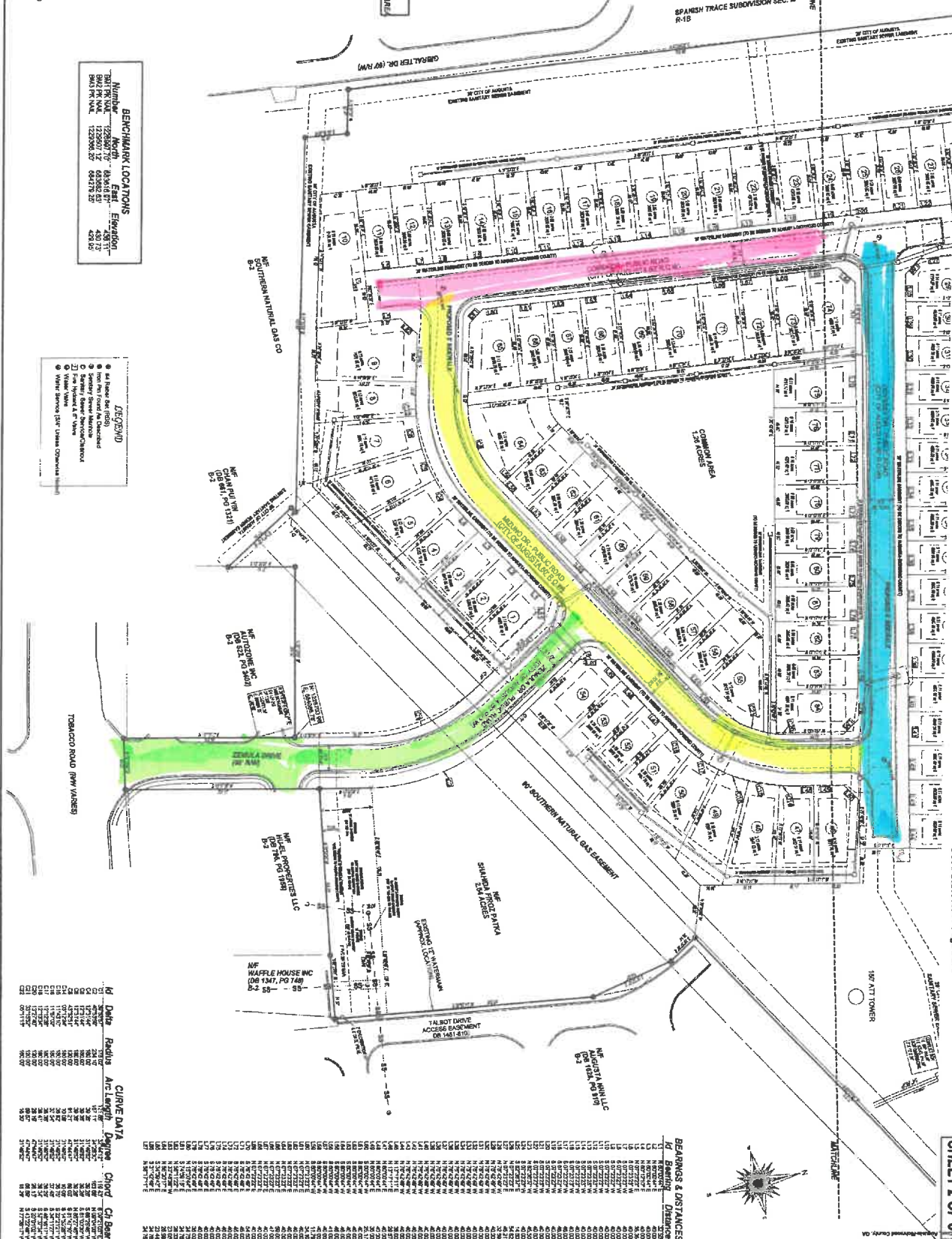


BENCHMARK LOCATIONS

Number	North	East	Elevation
BA1 PK VAL.	1228007.70	663616.07	430.71
BA2 PK VAL.	1226507.12	663682.63	430.73
BA3 PK VAL.	1228306.20	664278.25	429.92

LEGEND

- ② Iron Pin Found As Described
- ③ Serrately Serrated Mammals
- ④ Serrately Serrated Serrated/Cutout
- ⑤ Fine Hydrant & 5" Valve
- ⑥ Water Valve
- ⑦ Water Service [34" Unass. Obsolete]



ONER DEVELOPER/PRIMARY PERMITEE

CONTACT: JACOB WILSON
803-246-1822

PROJECT DATA

WORTHINGTON (ZEMULA DRIVE)
TAX MAP PARCELS: 161-0-03-00-0
ZONING: R-1D, ONE FAMILY RESIDENTIAL
TOTAL ACRES: 24.04 ACRES
RESIDENTIAL LOTS: 878 ACRES
TOTAL LOTS: 878 ACRES
COMMON ATTEN/RETENTION POND: 11.46 ACRES

Equipment used: CARLSON BRK77RIMBLE
VRS
FILES: 098423 VRS: 0.164042 PDCP: 1.0
Adjusted by: Least Squares
Field Work Completed on: 04/28/2023

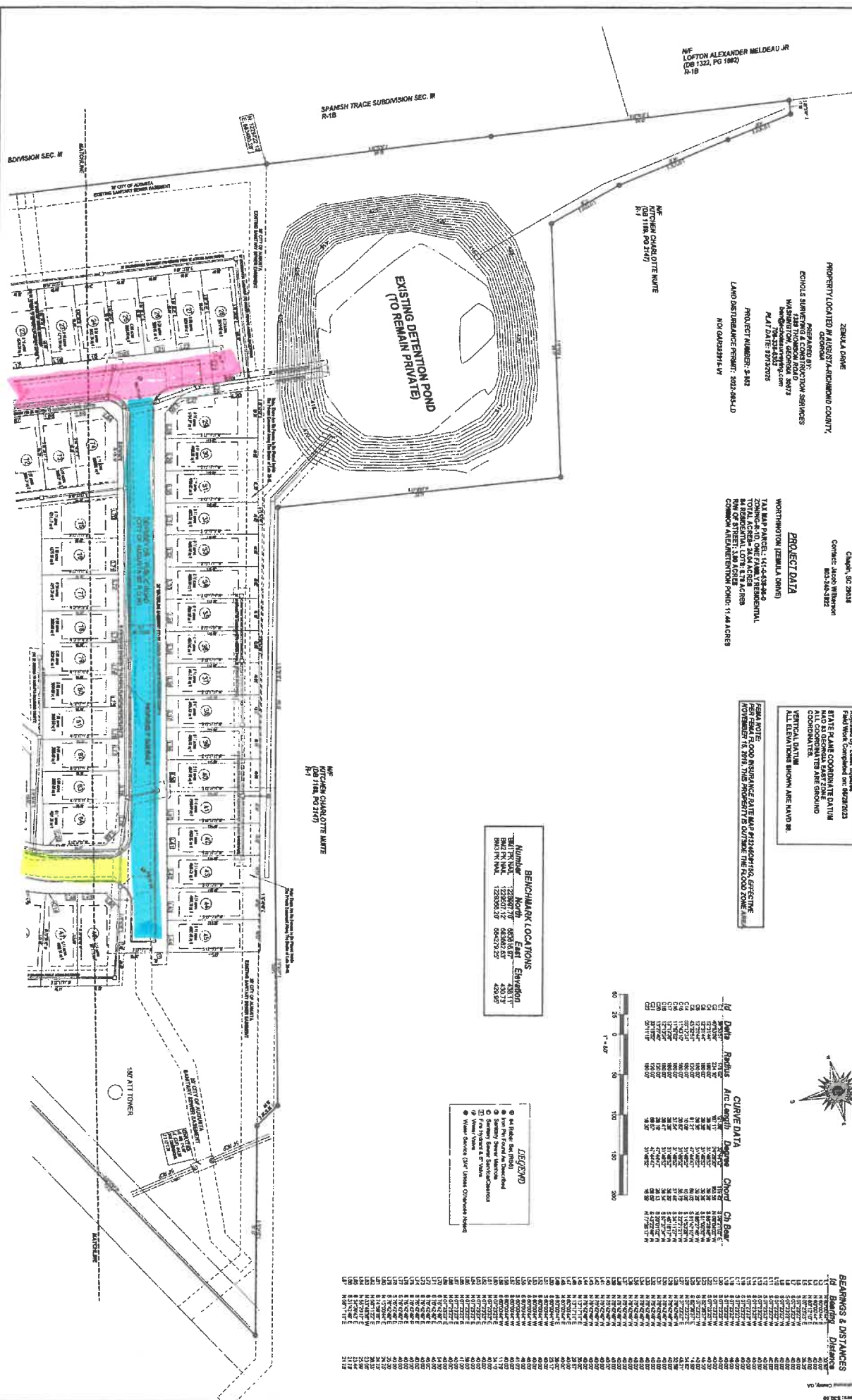
STATE PLANE COORDINATE DATUM
NAD 83 GEORGIA STATEZONE
ALL COORDINATES ARE GROUND
COORDINATES.

VERTICAL DATUM
ALL ELEVATIONS SHOWN ARE NAVD 89.

PER FEMA FLOOD INSURANCE RATE MAP #1314802H16Q, EFFECTIVE NOVEMBER 16, 2019, THIS PROPERTY IS OUTSIDE THE FLOOD ZONE AREA.

D: PLAT B: 20 P: 141 04/10/2025 10:37 AM
Doc # 2026016344 Page 3 of 3

SHEET 3 OF 3



Return To:
 Augusta Engineering
 452 Walker Street, Suite
 Augusta, Georgia 30901
 Attn: Diane Hilliard

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

DEED OF DEDICATION
 Worthington Subdivision
 Roads and Storm System

THIS INDENTURE, made and entered into this ____ day of _____, 2025, by and between **GSH LAND FUND, LLC**, a South Carolina limited liability company, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to the roads and storm sewer system as the same are now located within a certain 60' R/W (Odyssey Drive, Cobra Drive, Mizuno Drive, and Zemula Drive) and additional drainage and utility easements shown and delineated on the plat titled FINAL PLAT FOR WORTHINGTON, as prepared by Benjamin O. Echols, GA RLS No. 3320, dated February 13, 2025, as recorded in the Office of the Clerk of Superior Court of

Richmond County, Georgia, in Plat Book # 20, Pages # 139-141; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewer system.

TOGETHER with all that lot or parcel of land shown and designated as Odyssey Drive, Cobra Drive, Mizuno Drive, and Zemula Drive - 60' R/W on the plat titled FINAL PLAT FOR WORTHINGTON, as prepared by Benjamin O. Echols, GA RLS No. 3320, dated February 13, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 20, Pages # 139-141; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.

ADDITIONALLY, the party of the first part does hereby grant and convey unto the party of the second part, an easement appurtenant for the discharge of stormwaters from said streets, roadways, alleys, and rights of way herein granted into any and all existing and future appurtenant stormwater structures, pipes, channels, swales, basins, ponds, or any other device or manipulation of the land designed to hold or carry stormwaters away from said streets, roadways, alleys, and rights of way herein granted without charge, fee, or further consideration.

TO HAVE AND TO HOLD SAID roads and easements together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
in our presence:


Witness


Notary Public

State of South Carolina

County of Lexington

My Commission Expires 9.22.31
(SEAL)

GSH LAND FUND, LLC, a South Carolina
limited liability company

By: 
Christopher Barrett

As its: Authorized Person

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By _____
Garnett L. Johnson
As Its: Mayor

Notary Public

Attest: _____
Lena Bonner
As Its: Clerk of Commission

State of Georgia, County of _____

(SEAL)

My Commission Expires: _____

Return To:
 Augusta Engineering
 452 Walker Street, Suite
 Augusta, Georgia 30901
 Attn: Diane Hilliard

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT

Worthington Subdivision
 Roads and Storm System

THIS AGREEMENT, entered into this ____ day of _____, 2025, by and between **GSH LAND FUND, LLC**, a South Carolina limited liability company, hereinafter referred to as "Developer," and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept all or a portion of certain roads, storm drains, and appurtenances for Odyssey Drive (60' R/W), Cobra Drive (60' R/W), Mizuno Drive (60' R/W), and Zemula Drive (60' R/W) as shown on the plat titled FINAL PLAT FOR WORTHINGTON, as prepared by Benjamin O. Echols, GA RLS No. 3320, dated February 13, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 20, Pages # 139-141; and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by Deed of Dedication;

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

(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, as respectfully described in the plat titled FINAL PLAT FOR WORTHINGTON, as prepared by Benjamin O. Echols, GA RLS No. 3320, dated February 13, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 20, Pages # 139-141.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in the Deed of Dedication for a period of eighteen months from the date of the Commission's approval herein.

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

(4) In the event of such failure of the improvements, Augusta shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair as well as an expected time frame to have the repairs completed. After notification from the site contractor, Augusta will then re-inspect the work for acceptance and approval. If necessary, the eighteen month period may be extended, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, Augusta shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer

time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

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

SIGNED, SEALED AND DELIVERED
in our presence:

Louetta Wagner
Witness

Amey B8
Notary Public

State of South Carolina

County of Lexington

My Commission Expires 9.22.31
(SEAL)

GSH Land Fund, LLC,
a South Carolina limited liability
company

By: CPB
Christopher Barrett

As its: Authorized Person

(SEAL)



ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By _____
Garnett L. Johnson
As Its: Mayor

Notary Public

Attest: _____
Lena Bonner
As Its: Clerk of Commission

State of Georgia, County of _____

(SEAL)

My Commission Expires: _____

Return To:
 Augusta Engineering Department
 452 Walker Street Ste. 110
 Augusta, Ga 30901
 Attn: Survey Department

SUBDIVISION: **WORTHINGTON**

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Cobra Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Cobra Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Cobra Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
 Beginning at E of End of Road
 Extending N approx. 666' to End of Road
- (b) Length of road to nearest 1/100th mile:
 0.13 mile
- (c) Width & type of road surface:
 31 feet from back of curb to back of curb;
 Type E asphalt
- (d) Right-of-Way:
 60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20 ____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)

Return To:
 Augusta Engineering Department
 452 Walker Street Ste. 110
 Augusta, Ga 30901
 Attn: Survey Department

SUBDIVISION: **WORTHINGTON**

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Mizuno Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Mizuno Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Mizuno Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
 Beginning at ℄ of Cobra Drive
 Extending SE, NE then N approx. 856.34' to ℄ of Odyssey Drive
- (b) Length of road to nearest 1/100th mile:
0.16 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
 Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)

Return To:
 Augusta Engineering Department
 452 Walker Street Ste. 110
 Augusta, Ga 30901
 Attn: Survey Department

SUBDIVISION: **WORTHINGTON**

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Odyssey Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Odyssey Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Odyssey Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
 Beginning at ℄ of Cobra Drive
 Extending SE approx. 702.30' to End of Road
- (b) Length of road to nearest 1/100th mile:
0.13 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
 Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20 ____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)

Return To:
 Augusta Engineering Department
 452 Walker Street Ste. 110
 Augusta, Ga 30901
 Attn: Survey Department

SUBDIVISION: **WORTHINGTON**

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Zemula Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Zemula Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Zemula Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
 Beginning at ℄ of Mizuno Drive
 Extending SE then S approx. 379.39' to ℄ of existing Zemula Drive
- (b) Length of road to nearest 1/100th mile:
0.07 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires _____
(Notary Seal)

(SEAL)

**STATE OF GEORGIA
COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION
Water Distribution and Gravity Sanitary Sewer Systems
Public Streets
WORTHINGTON**

In this agreement, wherever herein GSH, PATKA or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS **GSH LAND FUND, LLC.**, a corporation established under the laws of the State of South Carolina, hereinafter known as “GSH”, owns a tract of land in Richmond County, Georgia, presently known as 2523 Tobacco Road (PIN 141-0-538-05-0), on which GSH has constructed a housing subdivision known as Worthington, and in which it has laid out a water distribution system and gravity sanitary sewerage system; and

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

WHEREAS a final plat for the above referenced subdivision has been prepared by Echols Surveying & Construction Services and is dated February 13, 2025, Said plat was approved by the Augusta-Richmond County Planning Commission on March 18, 2025, approved by the Augusta Commission on March 18, 2025, and filed in Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 20, Pages 139-141. Reference is hereby made to all aforesaid plat for a more complete and accurate description as to the land herein described; and

WHEREAS it is agreed that this document shall run with the land; and

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

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

WHEREAS GSH further agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

NOW THEREFORE, this indenture made this _____ day of _____ 2025, between GSH as Grantor and AUGUSTA as Grantee,

WITNESSETH:

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

Exclusive 20-foot permanent easement(s), unless a differing width is noted on said plat, in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system as shown on the aforementioned plat, including those within the rights-of-way and those that are offsite.

All easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other

lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

GSH further grants, relinquishes and dedicates to AUGUSTA any and all of its rights, claims, privileges and interests in and to a waterline easement between GSH and Shahida Firoz Patka, hereinafter referred to as "PATKA", in a certain Easement Agreement dated November 8, 2024, and recorded in the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 1946, Pages 1005-1011.

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


GSH agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no fences (including but not limited to stone, brick or block), buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

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

AND GHS, its successors, assigns and legal representatives will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, GSH has hereunto set its hand and affixed their seals
the day and year first above written.


Witness Ward Bailey Hamilton

GSH LAND FUND, LLC
By: 
Christopher Barrett
United Homes Group, Inc. Director of
Finance, Corporate Land, with signing
Authority granted by a document dated
March 11, 2025 and entitled CONSENT
AND ACTION IN LIEU OF MEETING
OF THE MEMBERS AND THE
MANAGER OF GSH LAND FUND,
LLC, a copy of which is hereby attached
as Exhibit "A."

Amanda Disbrow
Notary Public

State of South Carolina

County of Lexington

My Commission Expires: 4/15/2032

(Notary Seal)

Amanda Disbrow
Notary Public, State of South Carolina
My Commission Expires April 15, 2032

And PATKA does join into this Deed of Dedication and hereby grants, relinquishes and dedicates to AUGUSTA any and all of her rights, claims, privileges and interests in and to the Easement Agreement between GSH and PATKA, dated November 8, 2024, and recorded in the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 1946, Pages 1005-1011.

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

[Signature]
Witness

By: [Signature] (Seal)
Shahida Firoz Patka

[Signature]
Notary Public

State of Georgia

County of Columbia

My Commission Expires: 8/18/25

(Notary Seal)



ACCEPTED:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

**CONSENT AND ACTION IN LIEU OF MEETING
OF THE MEMBERS AND THE MANAGER
OF
GSH LAND FUND, LLC**

March 17TH, 2025

THE UNDERSIGNED, being the sole voting member and the manager of GSH Land Fund, LLC, a South Carolina limited liability company (the "Company"), hereby consent and agree, by signing this written consent, to the adoption of the following resolutions:

**APPROVAL OF DEVELOPMENT WORK AND AUTHORIZATION TO EXECUTE
DOCUMENTS REQUIRED FOR DEVELOPMENT**

WHEREAS, the Company holds title to various tracts of land throughout the states of North Carolina, South Carolina and Georgia (the "Property"); and

WHEREAS, Company and Great Southern Homes, Inc., a South Carolina corporation ("GSH"), have previously entered into separate agreements for the development of the Property into residential subdivisions (the "Construction Contracts");

WHEREAS, as owner of the Property, Company will be required to execute and deliver certain documents which will be related to and required for certain approvals and permits involved with the development of the Property (the "Development Documents") as contemplated in the Construction Contracts;

WHEREAS, The Development Documents shall include, but not be limited to, (i) utility approval documents, including easement agreements to be granted to utility companies providing any and all types of utility services to the Property, (ii) covenants and reservations of restrictive covenants to be placed upon the Property, (iii) Affidavits of Ownership, (iv) environmental indemnifications and release agreements, (v) plats subdividing the Property in furtherance of the development of the Property, and (vi) any other related documents and instruments required in connection with the permits and approvals required for the development of the Property as contemplated in the Construction Contracts, to the extent such documents and instruments do not create financial obligations for the Company or expose the Company to potential financial liability for which the Company would not be entitled to reimbursement by GSH; and

WHEREAS, in the judgment of the undersigned, it is in the best interests of Company to grant signing authority for the Development Documents and any other documents requiring Company's signature which is related to the permitting and approvals required for the development of the Property as contemplated in the Construction Contracts.

NOW THEREFORE, BE IT RESOLVED, that the following listed individuals (each, an "Authorized Person"), be, and each hereby is, authorized, empowered and directed for, in the name and on behalf of the Company, and under seal if appropriate, to take or cause to be taken

1
EXHIBIT "A" pg 7 of 9

- any and all actions to negotiate, prepare, execute, deliver and/or file or cause to be negotiated, prepared, executed, delivered and/or filed the Development Documents and any and all other agreements, notifications, certifications, affidavits, instruments, letters, amendments, supplements, restatements, certificates, waivers, consents and/or other documents, and to incur and pay or cause to be incurred and paid all such fees and expenses, as such Authorized Person, in his/her/their sole discretion, may approve as necessary, desirable, convenient or appropriate to carry out the actions and transactions related to the Development Documents, all of which are hereby expressly consented to by the Company, such action, execution, delivery and/or filing to be conclusive evidence of such approval.

Authorized Persons

R. Shelton Twine, III Great Southern Homes, Inc., COO

Kookie McGuire Great Southern Homes, Inc., VP of Finance

Jeffery Skeris United Homes Group, Inc., VP of Corporate Land

Christopher Barrett United Homes Group, Inc., Director of Finance, Corporate Land

FURTHER RESOLVED, that each Authorized Person shall be required to provide to Company an executed copy of each Development Document which he/she executes and submits pursuant to the authority granted herein.

ADOPTION AND RATIFICATION OF CORPORATE ACTION

FURTHER RESOLVED, that each and every action heretofore taken by any manager, member, officer, agent or attorney of the Company, in its name and on its behalf in connection with any of the foregoing resolutions, be, and the same hereby is, approved, adopted, ratified and confirmed in all respects.


EXHIBIT "A"

pg 879


IN WITNESS WHEREOF, the sole voting member and the manager of GSH Land Fund, LLC have executed this Consent and Action in Lieu of Meeting as of the date first written above.

VOTING MEMBER:

DEVELOPER'S CAPITAL FUND, LLC

By: 
Stephen L. Johnson
Its: Authorized Representative

MANAGER:


M. Stewart Mingo

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT
WORTHINGTON
Water Distribution and Gravity Sanitary Sewer Systems
Public Streets

THIS AGREEMENT, entered into this _____ day of _____, 2025, by and between the Developer, GSH LAND FUND, LLC, a corporation established under the laws of South Carolina, hereinafter referred to as the "GSH", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

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

WHEREAS AUGUSTA has adopted a policy requiring the developer, GSH, maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen (18) months;

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

(1) AUGUSTA accepts the SYSTEMS for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said SYSTEMS were duly inspected by the Augusta Utilities Department and did pass said inspection.

(2) GSH agrees to maintain all the said SYSTEMS as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) GSH agrees that if during said eighteen-month period there is a failure of the SYSTEMS installed in

Page 1 of 4

said subdivision described in the Deed due to failure or poor workmanship, that GSH shall be responsible for adequate maintenance and repair.

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

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

(6) In the event GSH fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and GSH agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.

(7) GSH agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

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

(9) In this Agreement, wherever herein the term GSH or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same. The term GSH shall also be construed to mean the owner of the property at the time of the signing of this agreement.

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

(11) This agreement shall run with the land.

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

DEVELOPER:

Signed, sealed and delivered in
the presence of

Witness Kara Bailey Hamilton

GSH LAND FUND, LLC

By:

Christopher Barrett
United Homes Group, Inc. Director of
Finance, Corporate Land, with signing
Authority granted by a document dated
March 11, 2025 and entitled CONSENT
AND ACTION IN LIEU OF MEETING
OF THE MEMBERS AND THE
MANAGER OF GSH LAND FUND,
LLC, a copy of which is attached to the
Deed of Dedication as Exhibit "A."

Amanda Disbrow
Notary Public

State of South Carolina

County of Lexington

My Commission Expires: 4/15/2032

Amanda Disbrow
Notary Public, State of South Carolina
My Commission Expires April 15, 2032

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)



Engineering Services Committee Meeting

Meeting Date: August 12, 2025

Dedication of: Worthington

File Reference 24-005(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Worthington. Also, approve Augusta Utilities Department easement deed and maintenance agreement.
Background:	<p>The final plat for this portion of Worthington was approved by the Commission on March 18, 2025. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.</p> <p>The Utilities Department has inspected and reviewed the water and sanitary sewer installations and hereby requests acceptance of the utility deed.</p>
Analysis:	<p>This section meets all codes, ordinances and standards. There are no wetlands, or 100-year flood plain boundaries involved in this section.</p> <p>Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.</p>
Financial Impact:	<p>By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.</p> <p>By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.</p>
Alternatives:	<ol style="list-style-type: none"> 1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Worthington. 2. Do not approve and risk litigation.
Recommendation:	Approve Alternative Number One.
Funds are available in the following accounts:	N/A

REVIEWED AND
APPROVED BY:

HM/dh

Item 12.



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

Item 13.

7/22/2025

PI No. 0013703, Richmond County
CR 1515/WILLIS FOREMAN RD FROM SR 4/US 1 TO SR 121/US 25-TIA

Dr. Hameed Malik, Ph.D., Director of Engineering
Attn: June Hamal
City of Augusta/ Richmond County
452 Walker Street Suite 110
Augusta, Georgia 30901

Subject: Request For Value Engineering (VE) Study

Dear Dr. Malik:

The above project is required to undergo a Value Engineering (VE) study based on the total cost of the project. Per the PDP manual, a VE study is mandatory for any project with a total project cost is \$50 million or more. With a total cost of \$56,718,344.85, this project meets that threshold, and therefore, requires a VE study.

To proceed with the required VE study for the project, the following options are available:

1. Procure a VE consultant from the Georgia Department of Transportation's (GDOT) pre-qualified list, in accordance with the applicable guidelines.
2. Coordinate with GDOT to conduct the VE study .

If GDOT is authorized to conduct the VE study, a total cost of \$100,000.00 (One hundred thousand dollars) is required and must be made available to facilitate the study. This cost is eligible for reimbursement in accordance with the executed Project Framework Agreement (PFA) at 80% (Eighty percent) of the total cost.

Payments should be made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:

For payments made by check:

Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:

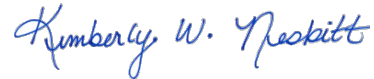
Bank Routing (ABA) # 121000248
Account # 29794840000000007

Please review and select the option that best aligns with the Augusta Engineering Department.

P.I. No. 0013703, Richmond
Request for VE Study
July 22, 2025
Page 2 of 2

If you have any questions please contact the Project Manager, Eucharia O. Agbame, at (404) 831 - 6548

Sincerely,



Kimberly W. Nesbitt
State Program Delivery Administrator

CCB BGA
KWN:CCB:BGA:EOA

Attachments

Cc: Todd Price, P.E., District 2 Preconstruction Engineer
Cynthia Burney, P.E., Assistant State Program Delivery Administrator
Bruce Anderson Jr., District 2 Program Manager



Engineering Services Committee Meeting

Meeting Date: August 12, 2025

Willis Foreman Rd Improvements (Deans Bridge Rd. to Peach Orchard Rd.)

GDOT Value Engineering Agreement

GDOT PI # 00137003

File Reference: 24 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve Willis Foreman Rd Improvements Project Value Engineering (VE) study fee paid to GDOT in amount to \$100,000.00. /AE
Background:	Willis Foreman project is listed in the Transportation Improvement Program (TIP). Willis Foreman Road is a two-way rural collector with a total of two through lanes. The proposed project provides connectivity between two urban major arterials (US 1 and US 25). The purpose of this project is to improve traffic flow and public safety and minimize traffic congestion by increasing the capacity and providing improvements along Willis Foreman Road between SR4/US1 and SR121/US25. Project Improvements concept includes widening to three lanes roadway section and turn lanes as needed, widening the bridge over Spirit Creek (if needed), major intersection improvements and adding curb and gutter, sidewalks and streetlights. The project is included in Augusta Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) as funded by federal funds with 20% local match.
Analysis:	The project latest total cost is around \$56.7million. The project is funded by FHWA federal funds and has GDOT oversight. Per GDOT plan development process, a VE study is mandatory for any project with a total project cost is \$50 million or more. Willis Foreman estimated total cost is exceeding \$50 million threshold limit.
Financial Impact:	Project Federal funds and Project SPLOST funds (\$80,000 (Federal) & \$20,000 (local match).
Alternatives:	Not proposed.
Recommendation:	Motion to approve Willis Foreman Rd Improvements Project Value Engineering (VE) study fee paid to GDOT in amount to \$100,000.00. /AE

Funds are available in the following accounts: (\$100,000) Project Funds (80% federal+20% local SPLOST)

\$80,000 – TIP fund: 340-041110-52.12115 /TP1809005-52.12115 (80% federal)

\$20,000 – SPLOST 8: 330-041110-52.12115 (20% local match)

REVIEWED AND
APPROVED BY:

HM/sr



Engineering Services Committee

August 12, 2025

Install drain 1912 Ellis Street

Department:	N/A
Presenter:	N/A
Caption:	Motion to install drain at 1912 Ellis St. (Requested by Commissioner Jordan Johnson)
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



**Acquisition of permanent drainage easement and temporary construction easement
to Richmond County, Georgia from Stephen Anderson**

Meeting Date: June 10, 2025

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for permanent drainage easement and temporary construction easement (Parcel 061-3-135-00-0) 1322 Solomon Place (East Augusta Drainage and Improvements Phase IV Project).	
Background:	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 858.81 square feet of permanent drainage easement and 281.65 square feet of temporary construction easement. The appraised value is \$1,800.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT	FUNDS ARE AVAILABLE IN THE
	DIRECTOR:	FOLLOWING ACCOUNTS:
		G/L 329041110-54.11110
		J/L 217829109-54.11110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



**Acquisition of right of way and temporary construction easement
to Richmond County, Georgia from DBNCH Circle LLC**

Meeting Date: June 10, 2025

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for right of way and temporary construction easement (Parcel 043-4-001-00-0) 2631 Wrightsboro Road (Wrightsboro Road Improvements Project).	
Background:	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 2,042.21 square feet of right of way and 855.11 square feet of temporary construction easement. The appraised value is \$34,900.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 329041110-54.11110 J/L 216829304-54.11110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



**Acquisition of temporary construction easement to Richmond County, Georgia
from the Estate of Bennie Robertson**

Meeting Date: June 10, 2025

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-035-00-0) 1320 Bruce Street (East Augusta Drainage and Improvements Phase IV Project).	
Background:	The City cannot determine clear title due to the owner being deceased and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 282.20 square feet of temporary construction easement. The appraised value is \$500.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 329041110-54.11110 J/L 217829109-54.11110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



**Acquisition of temporary construction easement and driveway easement
to Richmond County, Georgia from SYS Augusta LLC**

Meeting Date: June 10, 2025

ENGINEERING SERVICES

Department:	LAW	
Presenter:	James T. Plunkett, Interim General Counsel	
Caption:	Motion to authorize condemnation to acquire a portion of property for temporary construction easement and driveway easement (Parcel 042-3-029-00-0) 1700 Valley Park Court (Wrightsboro Road Improvements Project).	
Background:	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 4,173.98 square feet of temporary construction easement and 1,242.29 square feet in driveway easement. The appraised value is \$9,000.00.	
Analysis:	Condemnation is necessary in order to acquire the required property.	
Financial Impact:	The necessary costs will be covered under the project budget.	
Alternatives:	Deny condemnation.	
Recommendation:	Approve condemnation.	
Funds are available in the following accounts:	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 329041110-54.11110 J/L 216829304-54.11110
<u>REVIEWED AND APPROVED BY:</u>	N/A	



Engineering Services Committee

August 12, 2025

Divestment Plan for Alley Ways

Department:	N/A
Presenter:	N/A
Caption:	Task the Administrator and Engineering with creating a consolidation / divestment plan for the alley ways and all like kind properties that are owned and maintained by the city. (Requested by Commissioner Stacy Pulliam)
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

August 12, 2025

Overgrown Property

Department:	N/A
Presenter:	N/A
Caption:	Mr. Zelwin Davis regarding overgrown property at Walton Green Apartments and potholes at corner of Lucky Street and Suwanee Quintet Blvd. 1550 and 1546 15th Street.
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

August 12, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the July 29, 2025 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