



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, September 30, 2025

1:20 PM

ENGINEERING SERVICES

1. Approve an emergency purchase of 2- tanks for Sodium Hypochlorite Storage.
2. Discuss and approve establishing or updating policy for new retention ponds and maintenance requirements based on ownership responsibility. **(Requested by Commissioner Brandon Garrett)**
3. Approve proposal to enter an Engineering Services Contract with Ardurra Group, Inc., to provide engineering services including hydraulics review, engine drive review, design and inspection of Bay #8, and design and inspection of Bays #6 and #7 for the Goodrich Street Raw Water Pump Station in the Amount of \$65,500.00. Ardurra is a pre-qualified Engineering Consultant firm under RFP # 24-132.
4. Approve proposals for GMC Engineering for water and wastewater permitting. GMC is a prequalified under RFQ 24-132.
5. Approve Augusta Utilities Emergency Purchase of Water Meters (RFP 25-174)
6. Approve and authorize Augusta Engineering to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance through GDOT Local Maintenance & Improvement Grant (LMIG) in amount of \$450,873 for repairing roads damaged by Hurricane Helene. Also authorize Augusta Mayor to sign associated documents. /AE
7. Receive as information Emergency procured Public Relations & Public Communication services in amount of NTE \$315,000 for TIA funded Augusta Downtown Broad Street Improvements project. /AE
8. Approve supplemental funding (SA2) for Preliminary Engineering Design Phase (PE-phase2) of the Design Consultant Services Agreement to Infrastructure Systems Management, LLC in the amount of \$1,184,897.25 for the Skinner Mill Road Improvements Project. AE/ RFQ 19-239
9. Approve entering in an annual contract with GTSS for the maintenance and monitoring services for the Traffic Engineering ITS network in the amount of \$241,920.00. The terms of the contract is for a period of one (1) year with the option to extend for four (4) additional one (1) year terms for a total of five (5) years. RFQ 25-197/AE
10. Approve the restriping for 18 streets within Richmond County with Thermoplastic Striping using sole source procurement./AE
Approve funds in the amount of \$333,900.00.

11. Motion to approve Supplemental Construction Agreement No.1 with the Georgia Department of Transportation (GDOT) for Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84) Improvements Project (PI #0012867). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). /AE (ITB 24-213 Approved by Commission 11/12/24)
12. Approve procuring the Aptim Environmental & Infrastructure, LLC LFG Specialties (APTIM/LFG) services for Augusta Landfill Gas Collection & Control System operation remote engineering support using sole source procurement. Approve funds in the amount of \$75,000.00 to support APTIM/LFG Services. /AE
13. Discuss funding for streetlights on Jimmie Dyess Parkway and on Mason H. McKnight, Jr. Blvd. **(Requested by Commissioner Catherine Rice)**
14. Motion to approve a proposal to enter an Engineering Services Contract with Johnson, Laschober, & Associates, PC, to provide engineering services including permitting, design, bidding, and construction administration for the extension of water and sewer infrastructure to support a proposed development project in the amount of \$50,500.00. (RFQ 24-132)
15. Motion to **approve** the minutes of the August 26, 2025 Engineering Services Committee meeting.



Engineering Committee Meeting

Meeting Date: 9/30/2025

Sodium Hypochlorite Storage Tanks

Department:	Utilities - 4416/A
Presenter:	Wes Byne
Caption:	Approve an emergency purchase of 2- tanks for Sodium Hypochlorite Storage.
Background:	This is a request for the purchase of 2 chemical storage tanks. The first tank is for the Highland Ave. Water Treatment Plant, where one of the 12.5% Sodium Hypochlorite tanks has developed a crack and has caused the storage capacity to be cut by 1/3. The second tank is for Morgan Road Booster Station and is needed to facilitate chlorination as this take services Ft. Gordon. This pump station has chlorination system failure, so the intent is to convert it into bleach. This station is being put back in service to facilitate more storage for Ft. Gordon and the Tobacco Rd corridor.
Analysis:	This is a critical storage of disinfection to keep us within EPD guidelines.
Financial Impact:	\$ 56,060.00 is the impact and there are funds available
Alternatives:	None Recommended
Recommendation:	Recommendation is to receive the information the emergency procurement from Carl Eric Johnson Inc. to purchase these tanks.
Funds are available in the following accounts:	506-04-3520-5425110
<u>REVIEWED AND APPROVED BY:</u>	N/A

UTILITIES DEPARTMENT



Wes Byne, P.E.
Director

TO: APPROVAL: Andy Penick
ANDY PENICK
Director, Procurement Department

Date: 09/18/2025

THRU: APPROVAL: FWB
WES BYNE, P.E.
Director, Utilities Department

Date: 9-18-2025

FROM: Steve Orton, AUD Facilities and Maintenance Superintendent

DATE: 09/18/2025

SUBJECT: JUSTIFICATION FOR EMERGENCY REQUESTS – SODIUM HYPOCHLORITE TANKS

This is an Emergency for 2 – Sodium Hypochlorite Tanks: the Highland Ave. Water Treatment Plant and the Morgan Road Booster Pump Station.

The current tank for the Highland Avenue Water Treatment Plant has developed a crack in the side and is no longer useable. This tank is where our 12.5% bleach is stored for disinfection of the potable water.

The second tank is for Morgan Road Booster Pump Station; we need to facilitate chlorination at this tank as it serves Ft. Gordon. This pump station has chlorination systems failure so, we are converting it into bleach.

By ordering two at the same time, will save us costing a lot of shipping charges, which according to the quote amounted to \$3,560.00 Total amount of this emergency for both tanks are \$56,060.00

Please approve this emergency to prevent the interruption in water treatment process as well as water distribution.

Sincerely,

Stephen Orton

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

REQUISITION

DATE: 9/4/2025

DIVISION Highland Water Filter Plant

FUND #: 506043520 5425110

SHIP TO:

2822 Central ave. Augusta, Ga 30901

☒ WATER☐ SEWER☐ SUPPLIES☒ SERVICE☐ EQUIPMENT☐ TOOLS☐ SAFETY☐ OFFICE☐ CHEMICAL☐ GASES☐ REPAIR☐ MAINTENANCE☐ LAB☐ UNIFORM☐ LIFT STATION☒ OTHER☐ IT☐ SCADA☐ INVENTORY☐ BID ITEM☐ ROUTINE☒ EMERGENCY☐ SOLE SOURCE☐ PREFER ITEM

FUND #: 506043520

5425110

SHIP TO:

2822 Central ave. Augusta,Ga 30906

VENDOR:

ADDRESS:

PHONE #:

QUOTED BY:

Carl Eric Johnson, Inc

17250 MACLEOD DR.LAWRENCEVILLE,GA 30043

(912) 352-0762

Adrian Daniels

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	4400 Gallon Sodium	2	26,250.00	52,500.00		0.00		0.00
2.	Hypochlorite Tank			0.00		0.00		0.00
3.				0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES		1	3,560.00	3,560.00		0.00		0.00
TOTAL				56,060.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

tanks for sodium Hypochlorite

REQUESTED BY: *Steve Orlan*APPROVED BY: *John Goodenough**Frank W Byns*

Rev. 4/29/2013



Date: July 31, 2025
Attn: Steven Orton
Augusta Utilities
Quote No. CEJ-Q-003095
Subject: 4400GAL SAFE-TANK Sodium Hypochlorite



Thank you for the opportunity to be considered for your chemical storage needs.

Poly Processing Company offers reliable, robust tank systems for safe storage of harsh chemicals. Cross-linked polyethylene storage tanks offer a margin of safety that meets or exceeds ASTM D-1998 standards. This material strength is then combined with rotational molding as the manufacturing process. Rotational Molding differs from FRP and Steel in that it creates a seamless, homogenous part with no welds, joints, composites, or seams. This is the surest way to avoid chemical leaks and a major benefit over Fiberglass and Steel tanks.

If honored with an order, we can provide an exact drawing of fittings placement to get your signed approval on, and your equipment would be on site in approximately 6 weeks from your approval of that drawing.

Please contact me if I can answer any questions or revise this proposal in any way.

Thank You,

Ozzy Castellanos



Poly Processing Tank Offering

◆ = Distinguishing Feature from Others

This mark denotes Innovations in this proposal developed by Poly Processing Company (PPC) or its sister Chemical Company. PPC is unique among storage tank manufacturers, in being privately held. This allows heavy R&D each year for innovations not expensed by shareholder-controlled companies. See below or ask us on any feature having this mark, as to how it differs from others in longevity, safety, maintenance, or operational costs.

TANK SYSTEM: Sodium Hypochlorite

For storing: Sodium Hypochlorite, 9 - 15%, SPG 1.2

Application Parameters: Outdoor/To 100F/NSF/Wind 0/Seismic 0/Pneumatically Filled>/Non-Scrubber

Diameter: 10'-3" | Height: 10'-3" | Dome Manway Size: 24"

Stock Number: 72004400441VA

Download links below are of the basic tank before assembly. Complete Approval Drawings available with PO.

[PDF Drawing](#) / [CAD \(dwg file\)](#) / [3D-CAD \(stp file\)](#) | [PDF Gallon per Inch chart](#) | .

Primary Tank (Quantity: 1)

4400 SAFE-Tank◆ Inside Primary Tank

1.90 specific gravity wall thickness

Crosslinked Polyethylene (XLPE)◆ ,Black

Tank wall includes Oxidation Resistance additives(OR1000)◆

Containment Tank Qty: 1 4400 SAFE-Tank◆ Nested Containment Outside Tank

1.90 specific gravity wall thickness

Crosslinked Polyethylene (XLPE)◆

Color: Natural (yellowish white)

Fill (Quantity: 1)

Bulkhead fitting Assembly 2" Socket x socket PVC/viton nsf

Dome Fitting (Quantity: 1)

Universal Ball Dome Fitting 2" Bulkhead fitting Style PVC/viton nsf

Overflow Fitting (Quantity: 1)

Bulkhead fitting Assembly 3" Socket x socket PVC/viton nsf

Vent (Quantity: 1)

U-vent 4" PVC

Inner Tank Fitting (Quantity: 1)

BOSS_fitting (Bolted One-piece Sure Seal)◆ 2" Assembly (polyethylene)/PVC/Titanium/viton nsf

Pump Feed (Quantity: 1)

Transition Fitting with Containment and Flex◆

Outlet Endplate: 2" with containment around outlet pipe and built-in flex.

PVC/litharge Viton /Titanium with Expansion Joint PTFE

WARRANTY:3 Years, Full Replacement, Non-Prorated

System Subtotal: \$26,250.00

Totals of all Tank Systems above...

\$26,250.00

Freight/Shipping Estimate: \$3,560.00

Order Grand Total: \$29,810.00

Quote pricing guaranteed 30 days, subject to change after 09-24-2025

Freight quoted is an estimate at time of quote. Actual freight charged will be passed through from carrier at time of shipment.



NOTES:

COMPONENTS IN THIS PROPOSAL

While the Tank Offering section above highlights the overall systems, this grid details individual components and accessories for a more complete look.

LABEL	STOCK#	DESCRIPTION	QTY
Tank System		Application: Sodium Hypochlorite	
Usage:		Sodium Hypochlorite	
Chemical:		Sodium Hypochlorite, 9 - 15%, SPG 1.2	
Op Env:		Outdoor/To 100F/NSF/Wind 0/Seismic 0/Pneumatically Filled>/Non-Scrubber	
Nominal_Tank>		Nominal_Tank> 4400 Safe-tank Inside Primary Tank, Sodium Hypochlorite 9 -	
Primary Tank	72004400441	4400 Safe-tank Inside Primary Tank 1.90 specific gravity wall thickness, Crosslinked Polyethylene (XLPE) ♦ ,Black Tank wall includes Oxidation Resistance additives(OR1000) ♦	1
Comments:		WEIGHT: 1315 DIA: 10'-3" HT: 10'-3" TOP: 24"	
Containment:		Containment Tank	
Containment Tank	72104950410	4400 Safe-tank Nested Containment Outside Tank 1.90 specific gravity wall thickness, Xlpe,Color: Natural (yellowish white)	0
Comments:		WEIGHT: 1100 DIA: 10'-3" HT: 8'-5"	
Fill/Discharge:		Fill/Discharge	
Fill	11107	Bulkhead fitting Assembly 2" Socket x socket PVC/viton nsf	1
Comments:		To be installed at Flat Dome location	
	2063	Flange Adapter 2" Threaded PVC	1
Dome:		Dome Fittings	
Dome Fitting	8145	Universal Ball Dome Fitting 2" Bulkhead fitting Style PVC/viton nsf	1
	2063	Flange Adapter 2" Threaded PVC	1
Sidewall:		Sidewall Fittings	
Inner Tank Fitting	9746	BOSS_fitting (Bolted One-piece Sure Seal) ♦ 2" Assembly Pe/PVC/Titanium/viton nsf	1
Pump Feed	9756	Transition Fitting 2" with containment around outlet pipe and built-in flex. PVC/litharge Viton /Titanium with Expansion Joint PTFE	1
	2063	Flange Adapter 2" Threaded PVC	1
Overflow:		Overflow Fittings	
Overflow Fitting	11109	Bulkhead fitting Assembly 3" Socket x socket PVC/viton nsf	1
	2085	Flange Adapter 3" Threaded PVC	1
Venting:		Venting	
Vent	3275	U-vent 4" PVC	1
	9071	Screen F/4" Vent PE Mesh	1
Freight		Freight and Shipping Summary	
Agent:		Bestway	
Method:		Best Way	
Payment Method:		Pre-Paid & Add	
Source/Name:		PPC Shipping Department/Ozzy Castellanos	

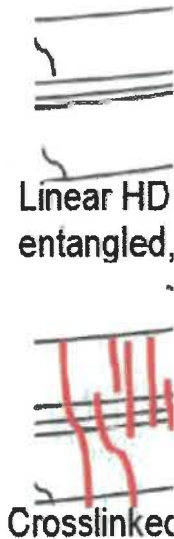
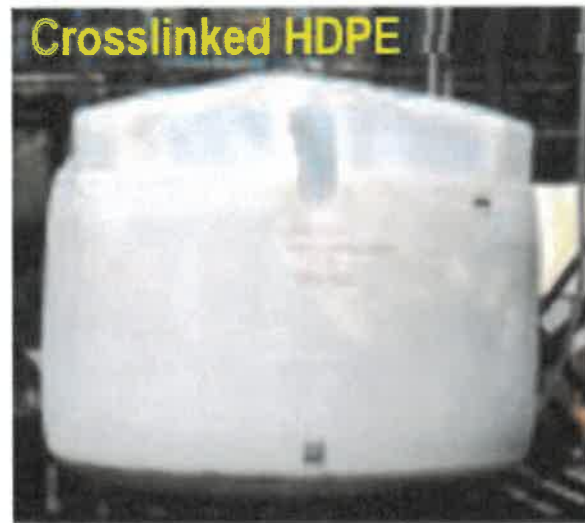


Freight Estimate	FREIGHT	Freight and Shipping Estimate (Actual TBD)	1
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THIS PROPOSAL CONTAINS...

The following are referenced in one or more places above.

1) Crosslinked Polyethylene (XLPE) ☒ Included!



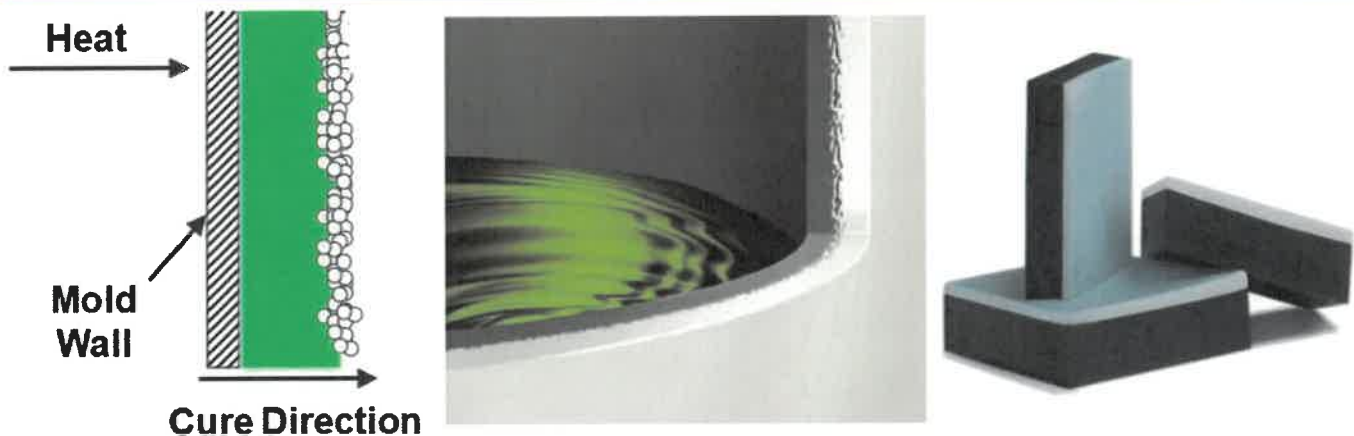
- XLPE is still HDPE, but the HDPE polymer chains are crosslinked to each other for superior strength.
- XLPE is all about strength, not chemical compatibility. It is still HDPE, but stronger.
- XLPE is 5x stronger than linear HDPE. It is a thermoset vs thermoplastic (linear)
- 20 times the environmental stress crack resistance (ESCR) over linear HDPE.
- Considerably longer tank life (vs linear) & best warranty in the Industry.
- MORE INFO: and video demonstration- please visit [Crosslink vs Non-Crosslinked video](#)

2) NSF61 System Certification ☒ Included!



- Only system completely certified by NSF for fittings, gaskets, and other components.
- Over 35 chemicals certified under PPC NSF Product and Service Listing.
- Others may be NSF61 for Potable water only- not chemicals.
- NSF61 documentation and system decal on tank wall.
- MORE INFO: Please download our [NSF/ANSI 61 Certification Guide](#)

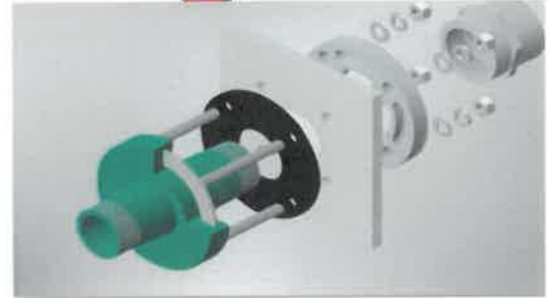
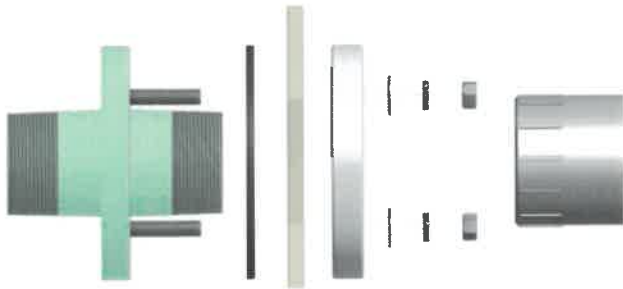
3) Anti-Oxidation System (OR1000) ☒ Included!



Extends any PE tank life containing oxidizing chemicals.

- 4 times the antioxidant strength of any polyethylene on the market today.
- Polyethylene with OR additives is blended, baked in, and covalently bonded with rotomolding process- NOT just a liner.
- NSF61 Certified.
- Added as a 'double shot' towards end of cooking cycle leaving anti-oxidants in the field vs being 'cooked away'.
- Longest warranty in the industry.
- MORE INFO: and video demonstration- please visit [Engineered Resins for specific chemicals](#)

4) BOSS Fitting ☒ Included!



More leak proof than any fitting on the market

- Is constructed of polyethylene for chemical compatibility with your tank
- Has an innovative backing ring design to reduce stress on the fitting and make it three times stronger than plastic fittings.
- Is easy to maintain, since the pipe connection is extended beyond the sidewall of the tank.
- MORE INFO: Video, pictures, benefits - please visit [BOSS 5 things](#)

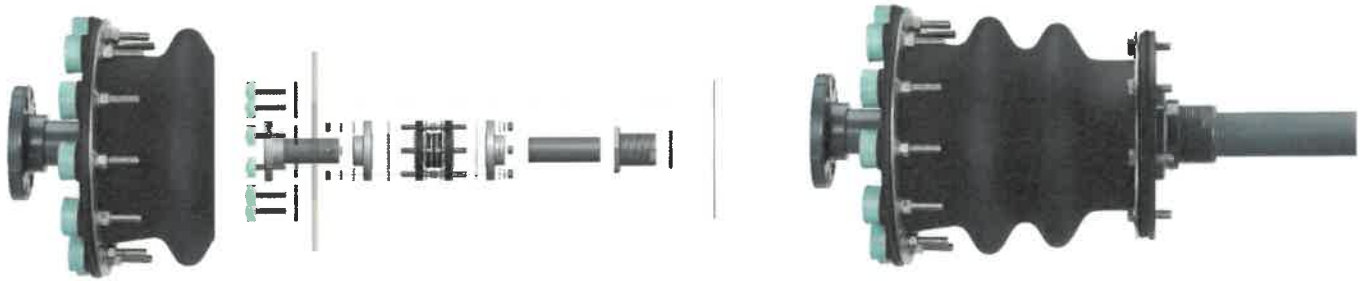
5) SAFE TANK SYSTEM ☒ Included!



A primary tank nested inside another containment tank (double wall tank)

- Containment tank meets 110% capacity of the primary tank.
- Covered containment so rain or wash water can not jeopardize the containment capacity or chemical reaction.
- Portable to new location vs concrete berm
- In event of breach chemical still useable (simply becomes a single wall tank).
- In event of breach no lost production time (Allows scheduling a repair vs Shut Down).
- Exterior tank acts as a sun shield and protects the contents of the tank from UV degradation.
- MORE INFO: Guides, pictures, benefits - please visit [SAFE-tank website info](#)

6) Transition Fitting ☒ Included!



CONTAINED bottom discharge capability in a system that supports 110% secondary containment requirements. Some systems by others do not encapsulate the outlet and could empty contents when gasket fails.

- Containment of the expansion joint and connections eliminates the threat of uncontained chemical leaks that could occur in the outlet piping.
- Piping layouts can be fully contained by connecting a dual-wall piping system onto the ANSI endplate fitting.
- Drain fittings that are flexible and move with the individual tanks.
- Meets 10 state standards for Federal, and State regulation compliance.
- MORE INFO: Pictures and guide, please visit [Transition Fitting](#)

Additional Value from Poly Processing Company

- ✔ Over 50 years Manufacturing, Serving & Innovating for the chemical feed industry!
- ✔ Privately held. PPC cares about safety, innovation, & customers- not shareholders.
- ✔ Born from it's sister chemical company still operating- PPC knows chemical storage at a root level.
- ✔ Fastest deliveries and response times in the Industry.
- ✔ Technical Support staff-dozens of people across 3 plants- to assist you quickly- 12 hrs per day!
- ✔ Tanks built to ASTM D 1998 and certified with documentation.
- ✔ Factory 4 Hour Hydro Test on your finished tanks and signed documentation.
- ✔ Factory Impact Test per ASTM D1998 and documentation.
- ✔ Factory Gel test per ASTM D-1998 and documentation.
- ✔ Ultrasonic wall thickness testing per ASTM and signed documentation.
- ✔ NSF61 "system" certification for chemical- others only tank wall.
- ✔ Approval and As-Built drawings include full fitting details unlike others.
- ✔ Support Teams out of three factories in CA / LA / VA covers North America.
- ✔ 7 Regional Managers living in each area of country to assure your satisfaction.
- ✔ Factory Field Service Team that can come to your location for any need. [\[more\]](#)
- ✔ FDA Compliant.
- ✔ 3D CAD files available. 3D Drafting Team for custom needs.
- ✔ Turnkey Installation available with local contractor partners.
- ✔ 'Library of Congress for tanks'- none compare to our website resources.
- ✔ Project management team for after PO to shipment ease of business.
- ✔ Tanks washed and shrink wrapped for clean delivery. Others do not.



FITTINGS AND ACCESSORIES REFERENCE

Please refer to proposal above for specific materials and sizes. The following exist on this proposal but this list may not be complete to every item quoted. Our website shows additional fittings if needed.



Flange Adapter

A flange attached to a nipple pipe. Allows plumbing connections between tank fittings and the flange of a component. See proposal sections above for size and type included.

To download a PDF drawing click here: [Download Flange Adapter PDF](#)



Bulk Head Fitting

A common fitting not unique to Poly Processing, it must be installed from the inside of the tank. We recommend it not be used on the bottom sidewall of tanks greater than 3,000 gallons or tanks greater than 6 feet in height. [See drawing- click here](#)



U-Vent

A common fitting not unique to Poly Processing, Standard venting for outdoor tanks. In PVC, in sizes 2 to 6 inches.

More Info: [Other vent choices and drawings- click here](#)



Engineering Services Committee Meeting

September 30, 2025

Establishing or updating policy for new retention ponds

Department:	N/A
Presenter:	N/A
Caption:	Discuss and approve establishing or updating policy for new retention ponds and maintenance requirements based on ownership responsibility. (Requested by Commissioner Brandon Garrett)
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

Meeting Date: September 30, 2025

AUD Raw Water Pump station – Pumping Station Bay7 #8 Improvements (RFQ 24-132)

Department:	Utilities
Presenter:	Wes Byne, P.E.
\$24-132	Approve proposal to enter an Engineering Services Contract with Ardurra Group, Inc., to provide engineering services including hydraulics review, engine drive review, design and inspection of Bay #8, and design and inspection of Bays #6 and #7 for the Goodrich Street Raw Water Pump Station in the Amount of \$65,500.00. Ardurra is a pre-qualified Engineering Consultant firm under RFP # 24-132.
Background:	Augusta Utilities Department (AUD) has engaged Ardurra Group, Inc. to provide engineering services in support of work being done at the Raw Water Pump Station Bay #8 to improve resiliency, reliability, and quality of service to AUD water customers. This work includes review of hydraulic design criteria for the new pump to be added to Bay #8, review of design criteria for the new engine drive to be added, design of the installation requirements for the pump and engine drive, and future design and installation for the replacement of existing engine drives and pumps located in Bay #6 and Bay #7.
Analysis	Approval of this contract will allow AUD to provide more resilient and reliable operations for raw water consumption at the Goodrich Street Raw Water Pump Station by increasing emergency diesel pumping capacity.
Financial Impact:	We have reviewed the proposal from Ardurra and find it to be reasonable. Funding in the amount of \$65,500.00 is available from accounts: G/L 516043410-5212115 – J/L 82500030-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with Ardurra for \$65,000.00.
Funds are available in the following accounts:	Funds are available in account G/L 516043410-5212115 – J/L 82500030-5212115.
<u>REVIEWED AND APPROVED BY:</u>	N/A



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

TO: Andy Penick, Director 
Procurement Department

THROUGH: Wes Byne, P.E., Director 
Utilities Department

FROM: Mitchell O'Neal, Engineering Manager 
Utilities Department

Cc: Chad Hendrix, P.E., Assistant Director 
Utilities Department

DATE: 09/11/2025

SUBJECT: Engineering Services Justification
AUD Raw Water Pump Station – Pump Station Bay #8 Improvements

Augusta Utilities Department (AUD) has engaged Ardurra Group, Inc. to provide engineering services in support of work being done at the Raw Water Pump Station Bay #8 to improve resiliency, reliability, and quality of service to AUD water customers. This work includes review of hydraulic design criteria for the new pump to be added to Bay #8, review of design criteria for the new engine drive to be added, design of the installation requirements for the pump and engine drive, and future design and installation for the replacement of existing engine drives and pumps located in Bay #6 and Bay #7.

The attached proposal outlines these services, and AUD has determined that the associated costs are fair and reasonable. Ardurra Group, Inc. is prequalified under RFQ 24-132, approved by the Commission on June 27, 2024.

**Office of the Administrator**

Takiyah A. Douse
Interim Administrator

June 27, 2024

Wes Byne, Director
Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

Dear Mr. Byne,

At the regular meeting held Tuesday, June 27, 2024, the Augusta, Georgia Commission took action on the following:

13. Approved a contract with ISM to install and maintain rainfall and water level monitoring equipment (RFQ 18-132))
14. Approved Hypochlorite Generator Service Agreement as a sole source procurement.
15. Approved professional services with ISM to provide technical services to support AMI infrastructure. \$309,120.00 (RFQ 18-132)
16. Approved a sole source contract to Industrial Scientific Corporation for confined Gas Monitoring Services at an annual cost of \$11,745.40 – Contract is for 4 years (48 months) at a total cost of \$47,013.60.
17. Approved Landscape Maintenance Agreement for Water Plants. The term of the award is to begin at the notice of award and will expire on 5/1/25. (ITB 24-209)
18. Approved a contract with Janus Research to evaluate Automated Metering Infrastructure Technology as a sole source procurement in the amount of \$457,339.39.
19. Approved the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase I.
20. Approved RFQ #24-132 Selection of Engineering Firms for the Engineering Consultants Roster. Award will be for five (5) years, based upon continued satisfactory performance by the firms.
24. Approved resolution authorizing the issuance of \$80 million in bonds and the refunding of the Water and Sewer Bonds Series 2012 for Water and Sewer Capital Projects.

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink, appearing to read "T. Douse".

Takiyah A. Douse, Interim Administrator

TAD/nd



**RFQ Opening: RFQ Item #24-132 Engineering Consulting
Services
for Augusta, GA - Utilities Department
RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 20
Total Electronic Notifications (Demandstar): 593
Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Kleinshmidt Associates, Inc. 141 Main Street Pittsfield, ME 04967	YES	YES	876285	YES	YES	YES
Geosyntec Consultants 1255 Roberts Blvd NW Suite 200 Kennesaw, GA 30144	YES	YES	1581049	YES	YES	YES
Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	YES	YES	19959	YES	YES	YES
CHA Consulting, Inc. 3 Winners Circle Albany, NY 12205	YES	YES	868890	YES	YES	YES
Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road Ste 350 Peacree Corners, GA 30092	YES	YES	2023677	YES	YES	YES
ADS LLC 340 The Bridge Street Suite 204 Huntsville, AL 35806	YES	YES	23043	YES	YES	YES
Infrastructure Systems Management, LLC 1557 Broad Street Augusta, GA 30904	YES	YES	1266225	YES	YES	YES
Benesch 1005 Broad Street, Suite 200 Augusta, GA 30901	YES	YES	307873	YES	YES	YES
A & S Engineering 1100 Sumter Landing Circle Evans, GA 30809	YES	YES	340435	YES	YES	YES


RFQ Opening: RFQ Item #24-132 Engineering Consulting Services
for Augusta, GA - Utilities Department
RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 20
Total Electronic Notifications (Demandstar): 593
Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	YES	YES	19959	YES	YES	YES
Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	YES	YES	11815	YES	YES	YES
W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901	YES	YES	110665	YES	YES	YES
Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	YES	YES	1215852	YES	YES	YES
Johnson, Laschober & Associates, PC 1296 Broad Street Augusta, GA 30901	YES	YES	226309	YES	YES	YES
Schnabel Engineering, LLC. 6445 Shiloh Road, Suite A Alpharetta, GA 3005	YES	YES	45353	YES	YES	YES



RFQ Opening: RFQ Item #24-132 Engineering Consulting Services
for Augusta, GA - Utilities Department
RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
 Total Number Specifications Download (Demandstar): 20
 Total Electronic Notifications (Demandstar): 593
 Georgia Procurement Registry:
 Pre-Qualifications Conference Attendees: 40
 Total packages submitted: 17
 Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Hazen and Sawyer 1300 Altmore Avenue, Suite 520 Atlanta, GA 30342	YES	YES	70249	NO Non- Compliant	YES	YES
Cranston Engineering	LATE SUBMITTAL/Non-Compliant					

RFQ #24-132

Engineering Consultant Services Rosters

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

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 2 – Water Treatment Plants:

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

Category 3 – Wastewater Treatment Plants:

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

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 6 – Dam Safety Engineering and Design

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



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

CONSULTANT: Ardurra Group, Inc.

PROJECT: Augusta Canal Goodrich Street Raw Water Pump Station Bay #8 Improvements

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _____, 2025 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and Ardurra Group, Inc., a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

Augusta Canal Goodrich Street Raw Water Pump Station Bay #8 Improvements
and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:



GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A - Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.



This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.



DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

CITY - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.



CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the "Agreement").

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement - Including Attachments
2. General Conditions
3. Supplemental Conditions - Including Task Orders

DRAFT



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT'S Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.



9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.



13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance - in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance - in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance - in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.



15. PROHIBITED INTERESTS

- 15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
- 15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY



owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the



CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:
ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair St., Suite 910
Augusta, GA 30911

CONSULTANT:

Ardurra Group, Inc.
973 Broad Street, Suite A
Augusta, GA 30901

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

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CONSULTANT under this agreement.

27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONSULTANT is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.



29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the



time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

34. ACKNOWLEDGEMENT

"Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

CONSULTANT:

Ardurra Group, Inc.

BY: _____

PRINTED NAME: Jeffrey L Duplantis

AS ITS: Client Service Manager

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

ATTEST:

PRINTED NAME: Joseph E. Downey

AS ITS: SE Region Director

DATE: March 6, 2025

Copy To:

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



CONSULTANT'S RESPONSIBILITIES

CONSULTANT, in order to determine the requirements of the Project, shall review the information in Attachment A - Scope of Services. CONSULTANT shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for design to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 - Insurance.



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE

CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.



ATTACHMENT A - SCOPE OF SERVICES

Purpose

The purpose of this Scope of Services is to authorize and direct CONSULTANT (Ardurra Group) to provide professional engineering services relating to the design review and installation requirements for upgrades to the engine drives at the Augusta Canal Goodrich Street Raw Water Pump Station (RWPS) as directed by the CITY.

Scope of Services

The scope of services for this project are of a consulting nature. CONSULTANT intends to perform the following services on behalf of the CITY in order to support the CITY's goal of providing improvements at the RWPS.

Scope

- a) Review the hydraulic design criteria for the new vertical turbine pump to be added to Bay #8
- b) Review the design criteria for the new engine drive to be added for the above pump
- c) Design the installation requirements for the above pump and engine drive at Bay #8
- d) Future design and installation for the replacement of existing engine drives and pumps currently located in Bay #6 and Bay #7

Assumptions

- a) AUD to provide documents for existing Goodrich Street Raw Water Pump Station Structures and equipment, proposed pump, and proposed engine drive
- b) Design scope assumes no structural modifications or additions for the new equipment or hoists, but can be added if needed
- c) Design scope does not include any bid assistance by Ardurra; purchase of equipment will be directly by AUD
- d) Inspection scope assumes AUD will procure and manage the installation contractor, Ardurra will perform limited site visits to confirm installation per the design intent and witness any performance testing
- e) Design and installation of replacement equipment for Bay #6 and Bay #7 are future tasks to be authorized later by AUD



ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for engineering services shall be invoiced based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.

Any additional tasks or requested meetings outside of the aforementioned scope for Dr. Montgomery will be billed at a rate of \$250 per hour.



ATTACHMENT C - LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

Jeff Duplantis, PE, Project Director		
Joe Downey, PE, QA Reviewer		
Ryan Blake, PE, Project Engineer		
Theresa Cutright, Admin		



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The term of services will be approximately 6 weeks to complete the material review from the receipt of the background documents and site visit. This schedule will need to be adjusted if materials are not available or if there are delays in scheduling the site visit or web meeting.

DRAFT



CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items (CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).

Prior to Authorization To Proceed:

- ☒ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- ☐ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY'S Request for Proposal.
- ☐ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

- ☐ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- ☐ Provide CITY with information on the project site(s), including the following:
 - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
 - Soil type(s)
 - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
 - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
 - Identification of potential problems in meeting design objectives.
- ☐ Site Plan (If Required)

Throughout project:

- ☐ Prepare printed responses to comments received from the CITY following reviews.
- ☐ Provide the necessary plats for easement acquisition and DOT/other permit application.
- ☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- ☐ Prepare and submit plans to EPD for review and approval when required.



- ☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.
- ☐ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

- ☐ Coordinate with the City Procurement Department to advertise the project.
- ☐ Fax bid information to CITY.
- ☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.
- ☐ Prepare letter of recommendation for award of the contract.
- ☐ Develop conformed contract documents and forward to the CITY for execution.
- ☐ Attend the pre-construction meeting as a technical reference to the CITY.
- ☐ Provide clarification related to the plans/specifications throughout design and construction.
- ☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- ☐ Provide Services During Construction as follows:
 - Attend project meetings as scheduled by the CITY
 - Recommend design changes as field conflicts arise (site visits may be required)
 - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
 - Provide clarification of plans and specifications throughout construction
 - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT

BY: Frank Byne/HWByne

PRINTED NAME: _____

TITLE: DIRECTOR

DATE: 2 Apr 25

CONSULTANT

BY: Jeffrey L Duplantis

PRINTED NAME: Jeffrey L Duplantis

TITLE: Client Service Manager

DATE: March 6, 2025

**ADDITIONAL SERVICES:**

1. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
2. Other not described above, as approved by the CITY.

NOTE:

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.

DRAFT



BEST AND FINAL FEE PROPOSAL

Fee Schedule for Engineering Services		
Project Phases	Unit	Unit Cost
Task 1 - Hydraulics Review	Lump Sum	\$2,000
Task 2 - Engine Drive Review	Lump Sum	\$3,500
Task 3 - Bay #8 Design and Inspection	Lump Sum	\$25,000
Task 4 - Bay #6 and Bay #7 Design and Inspection	Lump Sum	\$35,000
TOTAL		\$65,500

DRAFT



Exhibit A—Fiscal Year 2024 Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services

The purpose of this document is to describe Ardurra's Fiscal Year 2024 compensation and hourly per diem rate schedule of charges.

Compensation

As compensation for providing the Services authorized by the AGREEMENT, CLIENT shall pay CONSULTANT in accordance with the Agreement based on the hourly per-diem rate schedule per employee grade, as defined in Table 1, the standard rates for Direct Expenses and as defined in Table 2. The Hourly Per Diem Rates for Fiscal Year 2024 are 1/8th of the tabulated per diem rate for a normal 8-hour workday.

Table 1. Hourly Per Diem Rate Schedule

Classification	Hourly Per Diem Rate (\$)	Classification	Hourly Per Diem Rate (\$)
QA/QC Manager	274	CADD Designer I	101
Principal	269	CADD Technician	81
Senior Reviewer / Consultant	264	Clerical/Administrative V	117
Project Director	264	Clerical/Administrative IV	96
Senior Project Manager	228	Clerical/Administrative III	84
Project Manager	211	Clerical/Administrative II	72
Professional Engineer VI	237	Clerical/Administrative I	64
Professional Engineer V	228	Senior Construction Manager	226
Professional Engineer IV	181	Construction Manager	205
Professional Engineer III	166	Construction Inspector III	128
Professional Engineer II	149	Construction Inspector II	114
Professional Engineer I	134	Construction Inspector I	88
Engineering Associate II	122	SUE Supervisor	118
Engineering Associate I	105	Field / SUE Tech III	79
Senior Electrical Engineer	243	Field / SUE Tech II	73
Senior GIS/Database Programmer	122	Field / SUE Tech I	66
GIS Tech	83	2- Man Line Verification Field Team ⁽¹⁾	204
Senior Designer	155	2-Man Manhole Inspection Crew ⁽²⁾	176
CADD Designer III	126	1-Man GPR/Locating Crew ⁽³⁾	156
CADD Designer II	105	1-Man GPS Crew ⁽⁴⁾	131



- (1) Note this rate includes the costs for vacuum excavation verification and sub-meter global positioning system (GPS) with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
- (2) Note this rate includes the costs for ground penetrating radar (GPR) location equipment; sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
- (3) Note this rate includes the costs for digital camera and sub-meter GPS with satellite differential real-time correction equipment, safety equipment, and expendables to perform non-intrusive manhole inspections.
- (4) Note this rate includes the costs for sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding stakes, rebar, and orange buttons for permanent markers to perform asset locating using sub-meter GPS equipment and data acquisition of above ground accessible assets.

Table 2. Standard Rates for Direct Expenses

Expense Category	Rate (\$)
Mileage	Cost
Special Shipping	Cost + 5%
CADD Computer Time	Included in Per Diem
Lodging & Travel	Cost
Additional Laboratory Tests & Analysis	Cost + 5%
Extra Printing, Presentation Boards, Binding, & Reproduction	Cost + 5%
Outside Services	Cost + 5%
Special Owner Requested Computer Software ⁽¹⁾	Cost + 5%

⁽¹⁾ Special geographic information system (GIS) software including the Arc- ESRI products, hydraulic modeling, or specific owner requested.

***** END *****



Engineering Services Committee

Meeting Date: 9/30/2025

Approve proposals for GMC Engineering for water and wastewater permitting

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve proposals for GMC Engineering for water and wastewater permitting. GMC is a prequalified under RFQ 24-132.
Background:	AUD has requested engineering support for the analysis of a transfer pump at the JB Messerly WWTP and the renewal of our groundwater permits. GMC provided proposals to assist in those activities and AUD found them to be reasonable and appropriate for the scope requested.
Analysis:	These services are needed to renew our permits.
Financial Impact:	\$75,000 to cover costs and contingencies associated with these activities.
Alternatives:	None recommended
Recommendation:	Approve proposals for engineering services
Funds are available in the following accounts:	516043490-5212115/82400050-5212115
<u>REVIEWED AND APPROVED BY:</u>	FWB



Goodwyn Mills Cawood

915 Lady Street, Suite C
Columbia, SC 29201

T (607) 368-4820

www.gmcnetwork.com

TASK ORDER

Augusta Utilities Department (AUD)

Date: **June 26, 2025**

Project Name: **Drinking Water Renewal Assistance**

Goodwyn Mills Cawood, LLC (GMC) is pleased to submit our proposal to assist the Augusta Utilities Department (AUD) with the renewal of the following permits:

Permit	Permit #	Expiration Date	Renewal Date
Filter Backwash Discharge	GAG640000	12/31/25	7/4/25
Groundwater Use	121-0007	12/22/25	6/22/25 ^{1,3}
Operate Public Water System	CS2450000	1/5/26	7/4/25 ²

¹ Newer groundwater permits specifically require renewal submittal 180-days prior to expiration

² Permit does not specifically state renewal is required 180-days prior to expiration

³ Falls on a non-business day, may require earlier submittal

We propose the following tasks to renew the above-described permits within the timeline required by the Environmental Protection Division (EPD). Completion of the tasks by the required deadline will be dependent on AUD providing required documentation in a timely manner for the completion of the permit applications as well as timely review and signature of renewal documentation.

Task 1: Permit to Use Groundwater – 121-0007

EPD now requires submittal of the renewal application 180-days prior to the expiration of the permit, which falls on a Sunday. As a result, GMC recommends submittal of the renewal application and associated documentation no later than **6/19/25**.

Task 2: Permit to Operate a Public Water System – CS2450000

GMC recommends submittal of the renewal application and associated documentation no later than **7/3/25**.

Task 3: Filter Backwash Discharge Permit – GAG640000

GMC recommends submittal of the renewal application and associated documentation no later than **7/3/25**.

Please note, this renewal must be submitted through the Georgia EPD Online System (GEOS). AUD must authorize GMC as a “PREPARER”. This will allow GMC to prepare the application. Once the application is prepared, GMC will notify AUD that the application is ready for review, signature, and submittal, which must be completed by the Responsible Official (RO).

Fee

GMC proposes to complete the above scope of work for a lump sum fee of **\$20,000**.



Invoicing for the project will be submitted to AUD on a monthly basis as the work progresses. Extra Services, if ordered by AUD will be billed on a time and material (T&M) basis in accordance with GMC's current Standard Rate and Fee Schedule in effect at the time of the services. The 2025 Standard Rate and Fee Schedule is included for your reference.

Thank you for the opportunity to propose on this project, and we look forward to assisting AUD with the renewal of these permits.

Augusta Utilities Department

Wes Byne
Director

Date

Goodwyn Mills Cawood, LLC



Daniel Mosher, PE
Vice President

6/26/25

Date



Goodwyn Mills Cawood

801 Broad Street
Suite 900
Augusta, GA 30901

T (706) 303-3272
F (770) 955-1064

www.gmcnetwork.com

March 7, 2025

Mr. Wes Byne, PE
Director
Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901
VIA: Email

**Re: JB Messerly WPCP – Auxiliary Pump
Proposal/Letter Agreement to Prepare Engineering Report**

Dear Mr. Byne,

Goodwyn, Mills and Cawood (GMC) proposes to provide engineering services for the Augusta Utilities Department (AUD) to prepare a report defining the purpose and operational characteristics of the Auxiliary Diesel-Powered Pump currently installed downstream of the existing Primary Grit Removal System at the JB Messerly Water Pollution Control Facility on Doug Barnard Parkway.

SCOPE OF WORK

The Consultant shall:

1. Conduct a kickoff meeting to define and clarify AUD's requirements for the Project, and discuss schedule, milestones, available data, and additional information needed to execute the project.
2. Review DMR's and Equipment Data Sheets (provided by AUD) to determine the operational characteristic and performance of the existing pump equipment.
3. Advise AUD of any need to provide additional data or services outside the Consultant's scope.
4. Make up to two visits to the project site with AUD to review project facilities or conditions.
5. Prepare an engineering report for submittal to GAEPD outlining the purpose and operational characteristics of the Auxiliary Diesel-Powered Pump System. The engineering report is expected to include:
 - a. Description of the existing equipment,
 - b. Explanation of why the pump is required,
 - c. Discussion of Standard Operating Procedures (SOP) to define when the pump is operated and its effect on plant performance, and
 - d. Supporting data verifying the impact of pump operation on plant effluent quality.

Assumptions:

The following items and services are not included as part of this Scope of Services but can be included as an additional service if requested:

1. Major revisions to the engineering report required by GAEPD comments following their review of the engineering report.



SCHEDULE

GMC is available to begin work immediately upon acceptance of this proposal and will complete Engineering Report within **sixty (60) days** from receiving notice to proceed from AUD.

PROJECT FEES

The fee for this work is **\$35,400**. Reimbursable expenses have been included in the total amount. Invoicing for the project will be submitted to AUD on a monthly basis as the work progresses. Extra Services, if ordered by AUD will be billed on a time and material (T&M) basis in accordance with GMC's current Standard Rate and Fee Schedule in effect at the time of the services. The 2025 Standard Rate and Fee Schedule is included for your reference.

Sincerely,

GOODWYN, MILLS & CAWOOD, INC.

A handwritten signature in blue ink that reads 'Marvin Pierre'.

Marvin Pierre, PE
Senior Project Manager

Encl 2025 Standard Rate and Fee Schedule



2025
Standard Rate and Fee Schedule

Standard Hourly Rates

Executive Vice President	\$ 305.00
Senior Vice President	\$ 285.00
Vice President	\$ 265.00
Senior Professional (Architect, Engineer Regional Technical Leader, Surveyor, Interior Design, Scientist, Project Manager)	\$ 260.00
Professional III (Architect, Engineer Design Manager, Surveyor, Interior Design, Scientist, Project Manager)	\$ 240.00
Professional II (Architect, Engineer State Technical Leader, Surveyor, Interior Design, Scientist, Project Manager)	\$ 220.00
Professional I (Architect, Engineer Design Coordinator, Surveyor, Interior Design, Scientist, Project Manager)	\$ 200.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 165.00
Professional Staff III (Architect, Project Professional, Interior Design, Scientist)	\$ 150.00
Professional Staff II (Architect, Staff Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 120.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 165.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 150.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 125.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 100.00
Intern II (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 90.00
Intern I (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 75.00
Executive Administrative Assistant	\$ 120.00
Administrative Assistant II	\$ 100.00
Administrative Assistant I	\$ 80.00
Field Survey:	
Survey Crew (four-man survey crew)	\$ 350.00
Survey Crew (three-man survey crew)	\$ 280.00
Survey Crew (two-man survey crew)	\$ 210.00
Field Tech III	\$ 120.00
Field Tech II	\$ 95.00
Field Tech I	\$ 75.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.70 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus ten percent
Sub-Consultant/ Sub-Contractors	Cost plus five percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus five percent
Printing & Shipping	
Out of house reprographic services	Cost plus ten percent
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day



RFQ Opening: RFQ Item #24-132 Engineering Consulting Services
for Augusta, GA - Utilities Department
RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 20
Total Electronic Notifications (Demandstar): 593
Georgia Procurement Registry:
Pre-Qualifications Conference Attendees: 40
Total packages submitted: 17
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Kleinshmidt Associates, Inc. 141 Main Street Pittsfield, ME 04967	YES	YES	876285	YES	YES	YES
Geosyntec Consultants 1255 Roberts Blvd NW Suite 200 Kennesaw, GA 30144	YES	YES	1581049	YES	YES	YES
Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	YES	YES	19959	YES	YES	YES
CHA Consulting, Inc. 3 Winners Circle Albany, NY12205	YES	YES	868890	YES	YES	YES
Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road Ste 350 Peachtree Corners, GA 30092	YES	YES	2023677	YES	YES	YES
ADS LLC 340 The Bridge Street Suite 204 Huntsville, AL 35806	YES	YES	23043	YES	YES	YES
Infrastructure Systems Management, LLC 1557 Broad Street Augusta, GA 30904	YES	YES	1266225	YES	YES	YES
Benesch 1005 Broad Street, Suite 200 Augusta, GA 30901	YES	YES	307873	YES	YES	YES
A & S Engineering 1100 Sumter Landing Circle Evans, GA 30809	YES	YES	340435	YES	YES	YES



**RFQ Opening: RFQ Item #24-132 Engineering Consulting
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VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	YES	YES	19959	YES	YES	YES
Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	YES	YES	11815	YES	YES	YES
W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901	YES	YES	110665	YES	YES	YES
Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	YES	YES	1215852	YES	YES	YES
Johnson, Laschober & Associates, PC 1296 Broad Street Augusta, GA 30901	YES	YES	226309	YES	YES	YES
Schnabel Engineering, LLC. 6445 Shiloh Road, Suite A Alpharetta, GA 3005	YES	YES	45353	YES	YES	YES


RFQ Opening: RFQ Item #24-132 Engineering Consulting Services
for Augusta, GA - Utilities Department
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VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Hazen and Sawyer 1300 Altmore Avenue, Suite 520 Atlanta, GA 30342	YES	YES	70249	NO Non- Compliant	YES	YES
Cranston Engineering	LATE SUBMITTAL/Non-Compliant					

RFQ #24-132

Engineering Consultant Services Rosters

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

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 2 – Water Treatment Plants:

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

Category 3 – Wastewater Treatment Plants:

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

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 6 – Dam Safety Engineering and Design

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

Office of the Administrator

Takiyah A. Douse
Interim Administrator

June 27, 2024

Wes Byne, Director
Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

Dear Mr. Byne,

At the regular meeting held Tuesday, June 27, 2024, the Augusta, Georgia Commission took action on the following:

13. Approved a contract with ISM to install and maintain rainfall and water level monitoring equipment (RFQ 18-132))
14. Approved Hypochlorite Generator Service Agreement as a sole source procurement.
15. Approved professional services with ISM to provide technical services to support AMI infrastructure. \$309,120.00 (RFQ 18-132)
16. Approved a sole source contract to Industrial Scientific Corporation for confined Gas Monitoring Services at an annual cost of \$11,745.40 – Contract is for 4 years (48 months) at a total cost of \$47,013.60.
17. Approved Landscape Maintenance Agreement for Water Plants. The term of the award is to begin at the notice of award and will expire on 5/1/25. (ITB 24-209)
18. Approved a contract with Janus Research to evaluate Automated Metering Infrastructure Technology as a sole source procurement in the amount of \$457,339.39.
19. Approved the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase I.
20. Approved RFQ #24-132 Selection of Engineering Firms for the Engineering Consultants Roster. Award will be for five (5) years, based upon continued satisfactory performance by the firms.
24. Approved resolution authorizing the issuance of \$80 million in bonds and the refunding of the Water and Sewer Bonds Series 2012 for Water and Sewer Capital Projects.

If you have any questions, please contact me.

In Service,



Takiyah A. Douse, Interim Administrator

TAD/nd



Meeting Name

Meeting Date: 9/30/25

Water Meter Emergency Purchase

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve Augusta Utilities Emergency Purchase of Water Meters (RFP 25-174)
Background:	AUD must purchase water meters to ensure that we are able to replace water meters as needed so that residents of Augusta-Richmond County can receive properly metered water service. As part of our project to upgrade our metering to Advanced Metering Infrastructure we received responses to RFP 25-174 to purchase water meters from vendors identified through a competitive selection process, we are currently in the process of negotiating with the identified vendors and will submit a future agenda item for approval when those negotiations are complete.
Analysis:	AUD has an immediate and emergency need to purchase water meters in order to provide properly metered water service to residents of Augusta-Richmond County. It is intended that this purchase will ensure we have an adequate quantity of water meters on hand for installation and replacement until the approval of our long-term water meter contracts as part of RFP 25-174.
Financial Impact:	\$146,430.00
Alternatives:	None
Recommendation:	Approve the purchase of water meters.
Funds are available in the following accounts:	506043210-5315111
<u>REVIEWED AND APPROVED BY:</u>	N/A

**UTILITIES DEPARTMENT****Wes Byne, P.E.**
Director**TO:** Andy Penick, Director, Procurement Department**FROM:** Wes Byne, P.E., Director, Utilities Department**DATE:** September 17th, 2025**SUBJECT: Emergency Water Meter Purchase**

Director Penick,

AUD needs to make an emergency purchase of water meters to ensure that we are able to provide properly metered water service to the residents of Augusta-Richmond County. Rather than continuing to purchase smaller amounts of meters, we intend to purchase a single large order of 1000 meters to ensure that we have meters to install for new service and to replace meters at existing service locations where it is required. Failure to purchase these meters will result in AUD being unable to install meters for newly constructed buildings or to replace non-functioning meters at locations where services is already provided. The total amount of the purchase is \$146,430.

As part of our larger Advanced Metering Infrastructure project, AUD is currently negotiating with vendors identified through a competitive selection process conducted under RFP 25-174, however we do not anticipate final approval and signature of those contracts until the end of this year. As such, we need to make this purchase to ensure we have the meters that we require for operations. We do not have the capability or capacity to repair residential water meters at any scale, this means that the purchase of new water meters is our only valid option.

Thank you,

A blue ink signature of Wes Byne.
Wes ByneA blue ink signature of Andy Penick with the date "09/22/2025" written next to it.
Andy Penick
Director, Procurement

**AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION**

CHECK ALL THAT APPLY:

DATE: 9/17/2025
DIVISION Augusta Utilities Admin
FUND #: 506043110 5315111

☒ WATER
☐ SEWER
☐ SUPPLIES
☐ SERVICE
☐ EQUIPMENT
☐ TOOLS
☐ SAFETY
☐ OFFICE
☐ CHEMICAL
☐ GASES
☐ REPAIR
☐ MAINTENANCE
☐ LAB
☐ UNIFORM
☐ LIFT STATION
☐ OTHER

REQUISITION #

☐ IT
☐ SCADA
☒ INVENTORY
☐ BID ITEM
☐ ROUTINE
☒ EMERGENCY
☐ SOLE SOURCE
☐ PREFER ITEM

SHIP TO:
WAREHOUSE
1840 Wylids Rd.

VENDOR:
Delta Municipal Supply
408 Jesse Cronin Road, Braselton GA 30517
770-277-0211
Justin P yron

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Mach10 Water Meter	1000	146.43	146,430.00		0.00		0.00
2.				0.00		0.00		0.00
3.				0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES								
TOTAL				146,430.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Emergency purchase of water meters for AUD for replacements and new service installations.

REQUESTED BY: Dean Meyer

APPROVED BY: 

Director's Signature: _____



DELTA

MUNICIPAL SUPPLY

408 Jesse Cronin Road
Braselton, GA 30517

Quote

Date	Quote #
9/17/2025	16633

Bill To
Augusta-Richmond County Room 105, Accounting Department ***E-Mail Invoices***

Ship To
City of Augusta Construction & Maintenance: Warehouse 1840 Wylds Rd Augusta, GA 30909

Your No.	Terms	Rep	FOB	Ship Via
Pending	Net 30 Days	JP	Destination	Best Way

Quantity	Description	Unit Price	Total
1,000	5/8 x 3/4 Mach10 Ultrasonic Meter w/ Nicor Itron Connector	146.43	146,430.00T

	Subtotal	\$146,430.00
	Sales Tax (0.00)	\$0.00
	Total	\$146,430.00

WE APPRECIATE YOUR BUSINESS! Please contact our office with any questions regarding this quote.
Pricing Subject to Change. Standard Quotes are valid for 30 Days. Copper Quotes are valid for 24 hours.

Phone: 770-277-0211 Fax: 770-277-2412 Toll Free: 1-800-273-0574

"We Supply Service"



Engineering Services Committee Meeting

Meeting Date: September 30, 2025

GDOT Funding Assistance for Roads damaged during Hurricane Helene

File Reference: 25-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve and authorize Augusta Engineering to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance through GDOT Local Maintenance & Improvement Grant (LMIG) in amount of \$450,873 for repairing roads damaged by Hurricane Helene. Also authorize Augusta Mayor to sign associated documents. /AE
Background:	Augusta Engineering (AE) explored Federal Highway Administration (FHWA) funding assistance through GDOT for repairing hurricane Helene damaged public roads infrastructure. Damaged assessment data and repair cost estimate was provided to GDOT for review and demonstration of funding assistance need. GDOT reviewed submitted information and informed AE that FHWA funding is not available, however, GDOT is providing funding assistance out of its state funds/LMIG Program. On July 24, 2025 GDOT sent funding commitment letter for an amount up to \$450,873.00. Submittal of GDOT LMIG application is prerequisite to receive these funds.
Analysis:	Submittal of GDOT LMIG application is a prerequisite to receive GDOT committed funds. The funding from GDOT will provide much needed assistance with funds required as local match to FEMA road repairs assistance that Augusta is expecting to receive for repairing road damages caused by the hurricane Helene. Augusta Engineering recommends acceptance of the allocated \$450,873.00.
Financial Impact:	Augusta, GA will receive around \$450,873.00 from GDOT to be used for the repairing roads damaged during hurricane Helene. A local funding match NOT required
Alternatives:	No alternate proposed
Recommendation:	Approve and authorize Augusta Engineering to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance through GDOT Local Maintenance & Improvement Grant (LMIG) in amount of \$450,873 for repairing roads damaged by Hurricane Helene. Also authorize Augusta Mayor to sign associated documents. /AE

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

**REVIEWED AND
APPROVED BY:** HM/sr



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

July 24, 2025

The Honorable Garnett L. Johnson
Mayor of Augusta
535 Telfair Street, Suite 200
Augusta, Georgia 30901

RE: Funding assistance for roads damaged during Hurricane Helene

Dear Mayor Johnson:

The Department has approved the City's funding assistance request for repairing drainage structures/pipes, strain poles, and guardrail repairs to roads damaged by Hurricane Helene. The Department will commit up to **\$450,873** or **90%** of the project cost, whichever is less. The project will be funded out of the Department's Local Maintenance & Improvement Grant (LMIG) Program. These funds will be in addition to any other LMIG funds allocated to the City.

To receive the funds, please submit the following items:

1. LMIG Application (see attached)
2. Low bid tabulation

Please submit required information to wwright@dot.ga.gov or the address below:

Georgia Department of Transportation
Office of Local Grants – 17th Floor
One Georgia Center
600 West Peachtree Street NW
Atlanta, Georgia 30308

If you have any questions, please feel free to contact me at 404-347-0231 or wwright@dot.ga.gov.

Sincerely,

Bill Wright

Digitally signed by Bill Wright
DN: C=US, E=wwright@dot.ga.gov,
O=GDOT, OU=Local Grants Office,
CN=Bill Wright
Date: 2025.07.24 10:54:25-04'00'

Bill Wright
Local Grants Administrator



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

cc: The Honorable Harold Jones II, Georgia State Senate
The Honorable Max Burns, Georgia State Senate
The Honorable Nark Newton, Georgia House of Representatives
The Honorable Karlton Howard, Georgia House of Representatives
The Honorable Lynn Heffner, Georgia House of Representatives
The Honorable L.C. Myles, Georgia House of Representatives
The Honorable Brian Prince, Georgia House of Representatives
The Honorable Daniel Snipes, State Transportation Board
Hameed Malik, Augusta Director of Engineering & Environmental Services
Corbett Reynolds, District Engineer
Matthew Sammons, District 2 State Aid Coordinator

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20____
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE
COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: _____

Name of local government: _____

Address: _____

Contact Person and Title: _____

Contact Person's Phone Number: _____

Contact Person's Fax Number: _____

Contact Person's Email: _____

Is the Priority List attached? _____

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ (Name), the _____ (Title), on behalf of _____ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20__**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a project shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

E-Verify Number

_____(Signature)

Sworn to and subscribed before me,

_____(Print)

This ____ day of _____, 20 ____.

Mayor / Commission Chairperson

In the presence of:

_____(Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL (required):

My Commission Expires:

NOTARY SEAL (required):

**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 Local Governing Body, certifies that the Local Governing Authority:

- 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 Local Governing Body 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

Form Date - May 10, 2024



Engineering Services Committee Meeting

Meeting Date: September 30, 2025

Broad Street Improvements Project

TIA Project Number: RC07-000107 / PI#0011382

Public Relations & Communication Services

File Reference: 25-014 (T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Receive as information Emergency procured Public Relations & Public Communication services in amount of NTE \$315,000 for TIA funded Augusta Downtown Broad Street Improvements project. /AE
Background:	TIA Broad Street Improvements construction is in progress. Road segments between 15th Street & 13th Streets, and 9th Street & 8th Street presently are in active construction and work will soon commence between adjacent segments. It requires travel lanes closure, traffic routing, and maintaining access to business & other facilities, managing on road parking and directional messaging. Given the magnitude of construction activities and its daily impact to surrounding business, having continuous public relations and communication plan (PR & C) and its effective implementation is critical and warranted. For the past year PR & C was carried by AE internally. However, this year, construction shifted to Broad Street improvements, which is the heart of Augusta Visitor's Destination and Downtown Business District; therefore, it is not feasible to maintain the needed PR & C using internal workforce. In addition to Augusta Commission feedback, after discussing the matter with Georgia Department of Transportation TIA Program Management Team (GDOT) and key stakeholders (such as Augusta Chambers, Downtown Development Authority, Destination Augusta), seeking PR & C professional firm service is the only effective timely option since roadway improvements construction is in progress and work has already started at the Broad Street business corridor.
Analysis:	Continuous daily & weekly communication informing corridor business owners & operators, and stakeholders is warranted immediately. Augusta Engineering (AE) does not have internal resources to carry out such functions alongside management & monitoring of the actual construction work. Hence, outsourcing such services is an effective approach. Such a firm will serve as an extension of AE downtown TIA construction program & project delivery team. Since road improvements construction is in progress,

engagement of PR & C specialized services firm in timely manner is urgent need to minimize potential delays in construction due to lack of effective communication. These services are funded by the GDOT through downtown TIA project construction funds.

Financial Impact: Broad Street Project TIA Funds

Alternatives: N/A

Recommendation: Receive as information Emergency procured Public Relations & Public Communication services in amount of NTE \$315,000 for TIA funded Augusta Downtown Broad Street Improvements project. /AE

Funds are available in the following accounts: (\$315,000) 371041110-52.12999 / T15040107-52.12999 - Project TIA Funds

**REVIEWED AND
APPROVED BY:**

HM/sr

ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

MEMORANDUM

TO: Andy Penick, Procurement Director

FROM: Hameed Malik, Ph.D., PE, Director - Engineering & Environmental Services

DATE: Monday, August 10, 2025

SUBJECT: TIA Funded Augusta Downtown Roadway Infrastructure Projects Improvement Construction- Impact to Downtown Business Corridor and Associated Public Relations and Communication (PR) Urgency
PR Services Engagement under Augusta, Georgia Emergency Procurement
TIA Projects PI# 0011382, 0011389, 0011409 (Broad St., Green St., Telfair St.)

Augusta Engineering & Environmental Services Department (AE) is seeking to make an emergency "Public Relations & Robust Communication" procurement to ensure the continuity of the Georgia Transportation Investment Act (TIA) funded Augusta Downtown Corridor roadway improvement projects which are already under construction. One of the key corridors is the Augusta downtown business district, particularly Broad Street. Key improvements include construction of dedicated bike lane, upgrading parking to current standards, sidewalk reconstruction, lighting, landscaping and enhancement roadway median linear park segments including reconstruction & enhancement of Broad Street James Brown Linear Park. It requires travel lanes closure, traffic routing, and maintaining access to business & other facilities, managing on road parking and directional messaging. Given the magnitude of construction activities and its daily impact to surrounding business, having continuous public relations and communication plan (PR & C) and its effective implementation is critical and warranted. For the past year PR & C was carried by AE internally. However, this year, construction shifted to Broad Street improvements, which is the heart of Augusta Visitor's Destination and Downtown Business District; therefore, it is not feasible to maintain the needed PR & C using internal workforce. In addition to Augusta Commission feedback, after discussing the matter with Georgia Department of Transportation TIA Program Management Team (GDOT) and key stakeholders (such as Augusta Chambers, Downtown Development Authority, Destination Augusta), seeking PR & C professional firm service is the only effective timely option since roadway improvements construction is in progress and work has already started at the Broad Street business corridor. Continuous daily & weekly communication informing corridor business owners & operators, and stakeholders is warranted immediately. AE does not have internal resources to carry out such functions alongside management & monitoring of the actual construction work. Hence, outsourcing such services is an effective approach. Such a firm will serve as an extension of AE downtown TIA construction program & project delivery team.

After careful review of potential PR firms with needed relevant resources and availability to initiate PR & C services immediately, AE is engaging Paquin Public Relations (Firm) firm to assist with aforementioned communication & outreach. The Firm has extensive experience with managing & delivering PR & C services for similar circumstances as the Augusta Downtown roadway construction through the business district. In addition, the Firm is highly recommended for such services by checked references. Broad Street James Brown Linear Park Construction commenced on July 30, 2025 and engagement of the Firm services in timely manner is critical to minimize potential delays in construction due to lack of effective communication. These services are funded by the GDOT through downtown Tia project construction funds.

Please contact me if you have any questions.

Thank you,

cc: Darrell White & Nancy Williams - Procurement Department
John Ussery & June Hamal - Augusta Engineering

Augusta Engineering Administration
452 Walker Street, Suite 110 - Augusta, GA 30901
Office: (706) 796 - 5040 Fax: (706) 796 - 5045
www.augustaga.gov



Public Relations for the City of Augusta



PAQUIN

PUBLIC RELATIONS

Your Goals. Our Mission.

You're making a meaningful investment in your community. Let our team of strategic communications experts help you amplify that impact. We are passionate advocates for our clients, with a steadfast commitment to excellence in communication. Our goal is to build strong relationships that drive greater awareness, engagement and outcomes for your initiatives. Because we share your dedication to community service, we understand the power of local government to create lasting change.



Megan Paquin, APR, CPRC

Founder and Chief Executive Officer

Megan Paquin is an internationally recognized strategic communications professional. She has been trusted to lead high-stakes public relations and integrated marketing campaigns for some of the world's most respected organizations, institutions and high-profile individuals. Her experience spans a wide range of industries, helping clients make meaningful connections with their stakeholders and improve their communities.



Meet the Team: Our core team is experienced in nonprofit public relations, national media relations, corporate communication, organizational development and crisis communication.



Erin Charles
Chief-of-Staff, Account Director



Laura D'Abbondanza
Account Director



Jasmine Garcia
Account Coordinator



Proposed Scope of Work

From our discussion, we understand the City of Augusta requires a robust communications strategy for its upcoming road construction. Our team will develop an overarching communications plan, and ensure the timely execution of its deliverables, with a goal to ensure all stakeholders, including local businesses, are informed about and productively engaged in this important effort.

Public Relations

80 hours per month
\$20,000 monthly

We humbly recommend a minimum of 80 hours per month to provide the following support throughout both the pre-construction and construction phases.

- Meet weekly with the City of Augusta's engineering and communications teams to develop strategies and ensure alignment throughout the construction project.
- Develop a strategic public relations plan that includes measurable goals and objectives, key messages, target audiences, contact lists, and a tactical timeline and editorial calendar.
- Create and distribute all communications on behalf of the City of Augusta, working in collaboration with the city's existing communications team.
- Produce collateral and social media content for distribution across the City of Augusta's communications channels. Our team will provide messaging support for the City of Augusta's social media community management to ensure two-way communication with online stakeholders.
- Secure and coordinate earned media opportunities to generate broad awareness for the City of Augusta's investment in and activities around the downtown construction project.
- Provide key messages and communications support to City of Augusta officials related to the downtown construction project.
- Monitor, track and report on all activities and their return-on-investment for the City of Augusta. Our team will provide monthly reports in addition to any necessary reporting for city or project stakeholders.
- Proactively recommend strategies to improve the effort and to help achieve the City of Augusta's overall mission through our work together.
- As needed, our team will also provide crisis communications planning and support related to the downtown construction project at no additional fees.

Creative and Video Production

\$15,000

In addition to our monthly service fees, we recommend a total budget of \$15,000 to be allocated for creative and video production services as needed throughout the engagement.



Experience You Can Trust

Your Expertise. Elevated.

Our team is considered the “go-to” for a multinational heavy construction firm’s strategic communications needs. We provide expert counsel on high-stakes matters, including government relations and litigation communication. Recently, we successfully assisted the company as it sought to gain public support for its position in a multi-million dollar lawsuit. Our work included workforce communication, government affairs and media relations to secure the best outcome possible.

Communication for a New Generation

Orange County Public Schools counsels with our team on strategic communications initiatives. We collaborate with the District’s leadership and board to meet the evolving needs of today’s students and their families. Our work has helped the District break through a cluttered media landscape to effectively reach students, families, teachers and staff with messaging that is critical to the future state of the District.

Public Support for a Public-Private Partnership

We proudly represent one of the nation’s largest and most active performing arts centers. Our work includes strategic communication and issues management, and has resulted in tremendous gains in public support for the arts center’s initiatives and future growth. Currently, we are leading a competitive initiative to secure public funding for its next phase of development. To date, our team has built strong external and internal advocacy programs as the foundation for this campaign.

Differentiation through Communications Impact

Our team currently represents a \$15 billion hospital system as strategic communications counsel. We continuously seek opportunities to differentiate the system from its competitors by promoting legal advocacy and other internal strategies. These efforts have proven effective in managing a wide range of issues while ensuring the system continuously gains market share – no matter the challenge. Recently, we led the development of a first-of-its-kind economic impact study and campaign to demonstrate the value of continued investment in the system.



Let's Get to Work

Your thoughtful consideration of our team is greatly appreciated. We welcome further discussion and look forward to hearing from you soon.

Paquin Public Relations, LLC
Maitland, Florida
407-432-7066 | megan@paquinpr.com



Engineering Services Committee Meeting

Meeting Date: September 30, 2025

Skinner Mill Road Improvements Project

Design Services for Road Improvements

(Boy Scout Rd to Walton Way Extension)

RFQ Item: 19-239

File Reference: 25 – 014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplemental funding (SA2) for Preliminary Engineering Design Phase (PE-phase2) of the Design Consultant Services Agreement to Infrastructure Systems Management, LLC in the amount of \$1,184,897.25 for the Skinner Mill Road Improvements Project. AE/ RFQ 19-239
Background:	Skinner Mill Road Improvements project is an approved SPLOST project. It is two lanes (one lanes each direction) with roadside ditches. This project would benefit the public by improving roadway safety by resurfacing and reconstructing, and improving road drainage. Design first two phases of the project are complete and were limited to conceptual & preliminary design. Project Design is ready for final phase leading up to construction plan.
Analysis:	Project is under design. On December 3, 2019, Augusta Commission approved funding for design concept phase initial tasks. Concept & Preliminary design phases are substantially complete and project is ready for completing final Design phase including right-of-way plans development. A phased approach is adopted to complete intended improvements design.
Financial Impact:	Funds in amount of \$1,184,897.25 are available Project TIA funds
Alternatives:	Do not approve and find alternative to complete the project
Recommendation:	Approve supplemental funding (SA2) for Preliminary Engineering Design Phase (PE-phase2) of the Design Consultant Services Agreement to Infrastructure Systems Management, LLC in the amount of \$1,184,897.25 for the Skinner Mill Road Improvements Project. AE/ RFQ 19-239
Funds are available in the following accounts:	(\$1,184,897.25) 372041110-52.12115 – Project TIA 2 funds

REVIEWED AND
APPROVED BY:

HM/sr

July 2, 2025

Ms. June Hamal
Project Engineer
Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, Georgia 30901

RE: Skinner Mill Road Widening and Realignment, Phase II Professional Services
Amendment

Dear Ms. Hamal:

Infrastructure Systems Management, LLC (ISM) is pleased to submit an amendment to Skinner Mill Road Widening and Realignment Project, Phase II for professional services. The scope for this project remains the same as the original. Additional funding is requested to complete the following task:

1. Additional Survey and Field Reconnaissance.
2. Hydrology and Hydraulic Analysis.
3. FEMA Flood Study-Crane Creek, Wetland Delineation/Permitting, and Endangered Species Survey.
4. Stormwater Plans.
5. Sanitary Sewer and Waterline Design and Plan Preparation.
6. Roadway and Sidewalk Design and Plan Preparation.
7. Traffic Engineering and Design.
8. Lighting Plans.
9. Landscaping Plans.
10. Right-Of-Way Plans.
11. Utility Plans.
12. Construction Estimates.
13. Utility Coordination.
14. Public Involvement.
15. Construction Observation.

Additional funds to perform and complete the remaining work is **\$1,184,897.25**. Please see detailed cost breakdown attached.

As always, ISM appreciates the opportunity to provide this proposal to you and we look forward to continuing our great relationship with the Augusta Engineering Department. If



**Infrastructure
Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

Item 8.

you have any questions or need any additional material or information, please do not hesitate to contact me at 706-691-8611 or aladson@ismllc-engr.com.

Sincerely,

Abie L. Ladson, PE

cc: Hameed Malik, PhD, PE – Augusta Engineering Department

ACCEPTED:

Hameed Malik, PhD, PE

SIGNATURE: _____

TITLE: _____

DATE: _____

SKINNER MILL ROAD WIDENING AND REALIGNMENT, PHASE II PROFESSIONAL SERVICES				
NO.	DESCRIPTION	TOTAL COST	AMOUNT ENCUMBERED	SUPPLEMENTAL AMOUNT
1	Stage I - Additional Survey and Field Reconnaissance			
	a. Additional Survey and Field Reconnaissance	\$ 30,250.00	\$ 30,250.00	\$ -
	SUB-TOTAL:	\$ 30,250.00	\$ 30,250.00	\$ -
2	Stage II - Preliminary Design			
	a. Hydrology and Hydraulic Analysis	\$ 101,820.50	\$ 71,274.35	\$ 30,546.15
	b. Stormwater Design and Plan Preparation	\$ 132,366.65	\$ 92,656.66	\$ 39,710.00
	c. Sanitary Sewer and Waterline Design and Plan Preparation	\$ 61,092.30	\$ 30,546.15	\$ 30,546.15
	d. Roadway and Sidewalk Design and Plan Preparation	\$ 203,641.00	\$ 148,657.93	\$ 54,983.07
	e. Traffic Engineering and Design	\$ 122,184.60	\$ 61,092.30	\$ 61,092.30
	f. Lighting Plans	\$ 61,092.30	\$ 15,273.08	\$ 45,819.23
	g. Landscaping Plans	\$ 61,092.30	\$ 15,273.08	\$ 45,819.23
	h. Right-Of-Way Plans	\$ 50,910.25	\$ 25,455.13	\$ 25,455.13
	i. Utility Plans	\$ 61,092.30	\$ 18,327.69	\$ 42,764.61
	j. Preliminary Construction Estimate	\$ 10,182.05	\$ 5,091.03	\$ 5,091.03
	k. Utility Coordination	\$ 152,730.75	\$ 76,365.38	\$ 76,365.38
	SUB-TOTAL:	\$ 1,018,205.00	\$ 560,012.75	\$ 458,192.25
3	Stage III - Final Design			
	a. Hydrology and Hydraulic Analysis	\$ 22,617.00	\$ -	\$ 22,617.00
	b. Stormwater Design and Plan Preparation	\$ 96,122.25	\$ -	\$ 96,122.25
	c. Sanitary Sewer and Waterline Design and Plan Preparation	\$ 28,271.25	\$ -	\$ 28,271.25
	d. Roadway and Sidewalk Design and Plan Preparation	\$ 141,356.25	\$ -	\$ 141,356.25
	e. Traffic Engineering and Design	\$ 84,813.75	\$ -	\$ 84,813.75
	f. Lighting Plans	\$ 28,271.25	\$ -	\$ 28,271.25
	g. Landscaping Plans	\$ 22,617.00	\$ -	\$ 22,617.00
	h. Right-Of-Way Plans	\$ 28,271.25	\$ -	\$ 28,271.25
	i. Utility Plans	\$ 22,617.00	\$ -	\$ 22,617.00

SKINNER MILL ROAD WIDENING AND REALIGNMENT, PHASE II PROFESSIONAL SERVICES				
NO.	DESCRIPTION	TOTAL COST	AMOUNT ENCUMBERED	SUPPLEMENTAL AMOUNT
	j. Preliminary Construction Estimate	\$ 5,654.25	\$ -	\$ 5,654.25
	k. Utility Coordination	\$ 84,813.75	\$ -	\$ 84,813.75
	SUB-TOTAL:	\$ 565,425.00	\$ -	\$ 565,425.00
4	Stage IV - FEMA Flood Study-Crane, Wetland Delineation/Permitting, and Endangered Species Survey			
	a. FEMA Flood Study-Crane, Wetland Delineation/Permitting, and Endangered Species Survey	\$ 126,320.00	\$ -	\$ 126,320.00
	SUB-TOTAL:	\$ 126,320.00	\$ -	\$ 126,320.00
5	Stage V- Public Involvement			
	a. Public Involvement	\$ 14,960.00	\$ -	\$ 14,960.00
	SUB-TOTAL:	\$ 14,960.00	\$ -	\$ 14,960.00
6	Stage VI - Construction Observation			
	a. Construction Observation	\$ 20,000.00	\$ -	\$ 20,000.00
	SUB-TOTAL:	\$ 20,000.00	\$ -	\$ 20,000.00
TOTAL:		\$ 1,775,160.00	\$ 590,262.75	\$ 1,184,897.25

Infrastructure Systems Management, LLC

Tel 706-250-3227

1557 Broad Street
Augusta, GA 30904

www.ismlc-engr.com
scassell@ismlc-engr.com



June 12, 2023

Ms. June Hamal
Project Engineer
Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, Georgia 30901

RE: Skinner Mill Road Widening and Realignment, Phase II Professional Services

Dear Ms. Hamal,

Infrastructures Systems Management, LLC (ISM) is pleased to submit the enclosed proposal for Phase II of professional services related to the Skinner Mill Road Widening and Realignment project. The general scope of this project includes various tasks within the Preliminary and Final construction Design. Major tasks consist of:

1. Additional Survey and Field Reconnaissance.
2. Hydrology and Hydraulic Analysis.
3. FEMA Flood Study-Crane Creek, Wetland Delineation/Permitting, and Endangered Species Survey.
4. Stormwater Plans.
5. Sanitary Sewer and Waterline Design and Plan Preparation.
6. Roadway and Sidewalk Design and Plan Preparation.
7. Traffic Engineering and Design.
8. Lighting Plans.
9. Landscaping Plans.
10. Right-Of-Way Plans.
11. Utility Plans.
12. Construction Estimates.
13. Utility Coordination.
14. Public Involvement.
15. Construction Observation.

ISM estimated cost to perform and complete this work is \$1,775,160.00. Please see detailed cost breakdown attached. ISM is prepared to begin work on this project immediately upon notice to proceed. A detailed schedule has not been developed for the project, but we expect to complete this task within eighteen (18) months.

As always, ISM appreciates the opportunity to provide this proposal to you and we look forward to continuing our great relationship with the Augusta Engineering Department. If you have any questions or need any additional material or information, please do not hesitate to contact me at 706-691-8611 or aladson@ismlc-engr.com.

Sincerely,

Abie L. Ladson, PE

cc: Hameed Malik, PhD, PE – Augusta Engineering Department

SKINNER MILL ROAD WIDENING AND REALIGNMENT, PHASE II PROFESSIONAL SERVICES		
NO.	DESCRIPTION	COST
1	Stage I - Additional Survey and Field Reconnaissance	
	a. Additional Survey and Field Reconnaissance	\$ 30,250.00
	SUB-TOTAL:	\$ 30,250.00
2	Stage II - Preliminary Design	
	a. Hydrology and Hydraulic Analysis	\$ 101,820.50
	b. Stormwater Design and Plan Preparation	\$ 132,366.65
	c. Sanitary Sewer and Waterline Design and Plan Preparation	\$ 61,092.30
	d. Roadway and Sidewalk Design and Plan Preparation	\$ 203,641.00
	e. Traffic Engineering and Design	\$ 122,184.60
	f. Lighting Plans	\$ 61,092.30
	g. Landscaping Plans	\$ 61,092.30
	h. Right-Of-Way Plans	\$ 50,910.25
	i. Utility Plans	\$ 61,092.30
	j. Preliminary Construction Estimate	\$ 10,182.05
	k. Utility Coordination	\$ 152,730.75
	SUB-TOTAL:	\$ 1,018,205.00

SKINNER MILL ROAD WIDENING AND REALIGNMENT, PHASE II PROFESSIONAL SERVICES		
NO.	DESCRIPTION	COST
3	Stage III - Final Design	
	a. Hydrology and Hydraulic Analysis	\$ 22,617.00
	b. Stormwater Design and Plan Preparation	\$ 96,122.25
	c. Sanitary Sewer and Waterline Design and Plan Preparation	\$ 28,271.25
	d. Roadway and Sidewalk Design and Plan Preparation	\$ 141,356.25
	e. Traffic Engineering and Design	\$ 84,813.75
	f. Lighting Plans	\$ 28,271.25
	g. Landscaping Plans	\$ 22,617.00
	h. Right-Of-Way Plans	\$ 28,271.25
	i. Utility Plans	\$ 22,617.00
	j. Preliminary Construction Estimate	\$ 5,654.25
	k. Utility Coordination	\$ 84,813.75
	SUB-TOTAL:	\$ 565,425.00

SKINNER MILL ROAD WIDENING AND REALIGNMENT, PHASE II PROFESSIONAL SERVICES		
NO.	DESCRIPTION	COST
4	Stage IV - FEMA Flood Study-Crane, Wetland Delineation/Permitting, and Endangered Species Survey	
	a. FEMA Flood Study-Crane, Wetland Delineation/Permitting, and Endangered Species Survey	\$ 126,320.00
	SUB-TOTAL:	\$ 126,320.00
5	Stage V- Public Involvement	
	a. Public Involvement	\$ 14,960.00
	SUB-TOTAL:	\$ 14,960.00
6	Stage VI - Construction Observation	
	a. Construction Observation	\$ 20,000.00
	SUB-TOTAL:	\$ 20,000.00
TOTAL:		\$ 1,775,160.00

**AUGUSTA-RICHMOND COUNTY
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

Item 8.

Augusta Richmond County Project Number(s):	372.041110-52.12115
Supplemental Agreement Number:	2
Purchase Order Number:	20ENG835; PI#17644

WHEREAS, We, **Infrastructure Systems Management, LLC** entered into a contract with Augusta-Richmond County on December 03, 2019, for Engineering Design Services for **Skinner Mill Road Improvements Project**, File Reference No. 24-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

Skinner Mill Road Improvements

It is agreed that as a result of the above described modification the contract amount is increased by **\$1,184,897.25** from **\$1,155,822.12** to a new total of **\$2,340,719.37**.

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Infrastructure Systems Management, LLC** hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2025.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Infrastructure Systems Management, LLC

Mayor Garnett L. Johnson

Approved: Date _____

ATTEST:

Title: _____

Approved: Date _____

[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____



Engineering Services Committee Meeting

Meeting Date: September 30, 2025

Enter Into Contract for ITS Network Monitoring and Maintenance Services

RFQ 25-197

File Reference: 25-014 (T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve entering in an annual contract with GTSS for the maintenance and monitoring services for the Traffic Engineering ITS network in the amount of \$241,920.00. The terms of the contract is for a period of one (1) year with the option to extend for four (4) additional one (1) year terms for a total of five (5) years. RFQ 25-197/AE
Background:	The Intelligent Transportation System (ITS) project completed construction in 2018 and is currently in use by the Augusta Engineering Department, Traffic Engineering. The network connects numerous traffic engineering internet devices together utilizing fiber optics and high speed communications into one cohesive network.
Analysis:	This RFQ procurement provides the Augusta Engineering Department Traffic Division with a highly qualified consultant to protect the ITS network from outside intrusion, as well as monitor and maintain the network and software systems. AED worked through the Procurement RFQ process to find the most qualified consultant to preform these essential services. This will be an annual contract with the option to extend for up to 5 years.
Financial Impact:	Adequate funds are available, and an expenditure of this amount will leave funding for other uses in the Traffic Engineering Operating Budget.
Alternatives:	Do not approve the sole source funding request
Recommendation:	Approve the annual contract for services through GTSS for the ITS network in the amount of \$241,920.00
Funds are available in the following accounts:	(\$241,920) 101041710-5212999 – Traffic Operations Funds-Other Professional Services

**REVIEWED AND
APPROVED BY:**

HM/sr

Request for Qualifications

Request for Qualifications will be received at this office until **Tuesday, July 22, 2025 @ 11:00 a.m.** via ZOOM Meeting ID: 869 1516 6010; Passcode: 25197 for furnishing:

RFQ Item #25-197 ITS Network Maintenance and Monitoring Services for Augusta, GA – Augusta Engineering and Environmental Services Department – Traffic Engineering

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

Darrell White, Interim Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

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

Pre-Qualification Conference will be held on Monday, July 7, 2025 @ 10:00 a.m. via Zoom Meeting ID: 818 3211 9661; Passcode: 25197.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, July 8, 2025 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

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

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

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

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

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

Augusta Procurement Department
Attn: Darrell White, Interim Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle	June 12, 19, 26, 2025 and July 3, 2025
Metro Courier	June 12, 2025



RFQ Opening: RFQ Item #25-197 ITS Network Maintenance and Monitoring for Augusta, GA-Engineering and Environmental Services Department

RFQ Due: Tuesday, July 22, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 15
Total Number Specifications Download (Demandstar): 11
Total Electronic Notifications (Demandstar): 427
Georgia Procurement Registry: 2016
Pre-Qualification Conference Attendees: 11
Total packages submitted: 1
Total Non-Compliant: 0

VENDORS	Attachment "B"	E-Verify	Save Form	Original	7 Copies
GTS Solutions 700 Gervais Street, Suite 250 Columbia, SC 29201	YES	1558290	YES	YES	YES



RFQ Evaluation Sheet - RFQ Item #25-197 ITS Network Maintenance Monitoring
for Augusta, GA-Engineering and Environmental Services Department
RFQ Due: Tuesday, July 22, 2025 @ 11:00 a.m.

Item 9.

Vendors		GTS Solutions 700 Gervais Street, Suite 250 Columbia, SC 29201		GTS Solutions 700 Gervais Street, Suite 250 Columbia, SC 29201	
Phase 1					
Evaluation Criteria		Ranking	Points		Weighted Scores
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS
2. Qualifications & Experience		(0-5)	15	5.0	75.0
3. Organization & Approach		(0-5)	25	5.0	125.0
Scope of Services Vendors are required to have the minimum required experience listed in Section II Introduction. Evaluation will be based on vendors high ethical and professional standing, recent experience in monitoring and maintenance of similar networks, experience in working with municipalities or state agencies, experience in working with ITS / ATMS networks, and the ability to complete the work within the budget. Included current workload and availability of staff to perform the services requested in the RFQ in a timely manner and ability to respond to network issues quickly. Vendor shall provide written documentation that they have hardware and software experience in the following: •Cisco IE4000 and Catalyst 38xx Series Switches •Cisco ASA with Firepower / Advanced Malware Protection •Cisco UCS Servers •HP Servers •VMWARE •Intel Maxview or other similar ATMS software •Emtrac Preemption Software •Axis Camera Systems with IP Multicast Distribution •Barracuda Business Continuity onsite and cloud based a.SNMP based NMS monitoring and maintenance		(0-5)	30	5.0	150.0
5. Financial Stability		(0-5)	5	5.0	25.0
6. References		(0-5)	5	5.0	25.0
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)					
Within Richmond County		5	5		0
Within CSRA		5	4		0
Within Georgia		5	3		0
Within SE United States (includes AL, TN, NC, SC, FL)		5	2	5	10
• All Others		5	1		0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)				25.0	410.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)					
8. Presentation by Team		(0-5)	10		0
9. Q&A Response to Panel Questions		(0-5)	5		0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)				0	0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any					
Total Cumulative Score (Maximum point is 500)				25.0	410.0
Internal Use Only					
Evaluator: Cumulative		Date: 8/4/25			
Procurement Department Representative: _____ Nancy Williams _____					
Procurement Department Completion Date: 8/4/25					



ENGINEERING DEPARTMENT

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

MEMORANDUM

TO: Mr. Andy Penick II, Procurement – Director

FROM: Hameed Malik, Ph. D, PE, Director- Engineering & Environmental Services

DATE: Augusta 13, 2025

SUBJECT: ITS Network Maintenance and Monitoring Services – RFQ #25-197

Hameed Malik
JU

Mr. Penick, it is the recommendation of AED Traffic Engineering to award the Network Monitoring and Maintenance Services for the subject project to GTS Solutions in the amount of \$241,920.00.

Should you require additional information please contact John Ussery at (706) 821-1710 or jussery@augustaga.gov.

Thank you for your attention to this matter.

HM/SR

cc: John Ussery, PE, Assistant Director – AED, Traffic Engineering Division
File

Planholders

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

Supplier (11)

Supplier 
Download Date

ConstructConnect	06/17/2025
CyberGarde	06/17/2025
Dodge Data	06/13/2025
earl brown coaching & consulting services llc	07/01/2025
GovGuide	07/09/2025
Innova Solutions, Inc.	06/24/2025
MGT Impact Solutions, LLC	06/15/2025
Onvia, Inc. - Content Department	06/14/2025
Scientel Solutions LLC	06/16/2025
Tech NIC Ally, LLC	06/13/2025
WSB, LLC	06/16/2025

[Add Supplier](#)

Supplier Details

Supplier Name	ConstructConnect
Contact Name	ConstructConnect Bid Opportunities
Address	3825 Edwards Rd Suite 800, Cincinnati, OH 45209
Email	content@constructconnect.com
Phone Number	877-227-1680

Documents

Filename	Type	Action
----------	------	--------

GTSS SOLUTIONS
911 LADY STREET
SUITE E
COLUMBIA, SC 29201

GTS SOLUTIONS
6300 BLUE STONE RD SUITE 5029
SANDY SPRINGS, GA 30328

PRO SYSTEMS PRO
P.O. BOX 620490
CHARLOTTE, NC 28262

SOUTHEAST UTILITIES OF GEORGIA
1020 FRANKE INDUSTRIAL DRIVE
AUGUSTA, GA 30909

**AMERICAN LIGHTING
SIGNALIZATION**
3001 HIGHWAY 441
MCRAE, GA 31055

HAMEED MALIK
ENGINEERING and ENVIRONMENTAL
SVCS DEPARTMENT

RFQ ITEM #25-197
ITS NETWORK MAINTENANCE AND
MONITORING SERVICES FOR
AUGUSTA, GA – EES DEPARTMENT –
TRAFFIC DIVISION
DUE: TUE., July 22, 2025 @ 11:00 A.M.

INTELLISYSTEMS AUGUSTA
1115 GREEN STREET
AUGUSTA, GA 30901

PCPLUS NETWORKS
1010 LAKES PKWY
LAWRENCEVILLE, GA 30043

GTA
47 TRINITY AVE SW
ATLANTA, GA 30334

B-B-H
600 DISCOVERY PLACE
MABLETON, GA 30126

R. J. HAYNIE & ASSOC
1551 FOREST PKWY
LAKE CITY, FL 30260

JOHN USSERY
ENGINEERING and ENVIRONMENTAL
SVCS DEPARTMENT

RFQ ITEM #25-197
ITS NETWORK MAINTENANCE AND
MONITORING SERVICES FOR AUGUSTA,
GA – EES DEPARTMENT – TRAFFIC
DIVISION
MAIL: 6/13/2025

PREMIER NETWORKX
P.O. BOX 740
EVANS, GA 30809

NORTHSMART IT
6 SUNBELT BUSINESS PARK SUITE 1
GREER, SC 29650

ADVANCED TECHNOLOGY GROUP
5100 PIERCE CT
EVANS, GA 30809

B & E ELECTRICAL
ATTN: DAVID HUTCHINSON
6136 COLUMBIA ROAD
GROVETOWN, GA 30813

**LUMIN8 TRANSPORTATION
TECHNOLOGIES, LLC**
27 N. FAIRGROUND STREET
MARIETTA, GA 30060

PHYLLIS JOHNSON
COMPLIANCE

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, June 13, 2025 5:02 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000130

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2025-000000130
Event Title: 25-197 ITS Network Maintenance and Monitoring Services
Event Type: Non-State Agency

Process Log

2025/06/13 16:47:32 : Log starts for - 30007791 - EVENT_RELEASE_TO_SUPL
2025/06/13 16:47:36 : Email Process Log for the Event#: PE-72155-NONST-2025-000000130
2025/06/13 16:47:36 : Email Batch# 2506133014
2025/06/13 16:47:36 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/06/13 16:49:24 : Bad Email not sent to anthony. penamon@opensystemsinc.com of OPEN SYSTEMS INC
2025/06/13 16:52:43 : Bad Email not sent to jason atlantaaccesscontrols.com of ATLANTA ACCESS CONTROLS INC
2025/06/13 17:02:09 : Total No of Contacts found for sending Email: 2016
2025/06/13 17:02:09 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000130&sourceSystemType=gpr20>

06/13/2025 05:02:09 PM

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

Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.

- (a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.
- (b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).
- (c) *Pre-qualification standards.* The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.
- (d) *Failure to pre-qualify.* Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.
- (e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

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

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

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

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

Sec. 1-10-52. Sealed proposals.

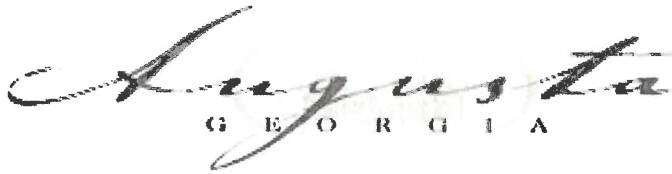
- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.
- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

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

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

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:
 - (1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;
 - (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

- (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.
 - (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



ENGINEERING DEPARTMENT

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

MEMORANDUM

TO: Mr. Andy Penick II, Procurement – Director

FROM: Hameed Malik, Ph. D, PE, Director- Engineering & Environmental Services

DATE: Augusta 13, 2025

SUBJECT: ITS Network Maintenance and Monitoring Services – RFQ #25-197

Hameed Malik
JU

Mr. Penick, it is the recommendation of AED Traffic Engineering to award the Network Monitoring and Maintenance Services for the subject project to GTS Solutions in the amount of \$241,920.00.

Should you require additional information please contact John Ussery at (706) 821-1710 or jussery@augustaga.gov.

Thank you for your attention to this matter.

HM/SR

cc: John Ussery, PE, Assistant Director – AED, Traffic Engineering Division
File



Wednesday, August 13, 2025

City of Augusta Georgia
John Ussery
452 Walker Street
Augusta, GA 30901
JUssery@augustaga.gov

Dear John,

Attached you will find the pricing for the City of Augusta Comprehensive Remote Monitoring Proposal.

Included in the proposal is the following.

- Remote Network Monitoring for the entire ATMS traffic infrastructure and included services
- ISP connection necessary to provide network access to the internet and any annual subscriptions necessary for remote access.

Please review and provide feedback.

Regards,

Tom Booth

Tom Booth
Managing Consultant
GTS Solutions LLC - Columbia

City of Augusta ITS Network Maintenance and Monitoring Services - Traffic Engineering 2025
Renewal

Quote #Q001056 v1



Prepared For:

City of Augusta Georgia

John Ussery
452 Walker Street
Augusta, GA 30901

P:

E: JUssery@augustaga.gov

Prepared by:

GTS Solutions LLC - Columbia

Tom Booth
700 Gervais St.
Suite 250
Columbia, SC 29201

P: 803.466.5000

E: rbooth@gogtss.com

Date Issued:

08.13.2025

Expires:

09.11.2025

Annual Remote Monitoring

Description		Price	Qty	Ext. Price
REMOTE MONITORING				
RNMS-FW-FTD-CISCO	Comprehensive Remote Monitoring Cisco FTD Firewall, Advanced Malware Protection, DUO, Secure Endpoint, and Firepower Management Center	\$9,500.00	1	\$9,500.00
RNMS-CORESTACK-CISCO	Comprehensive Remote Monitoring Cisco Core Layer 3 Switch Stack, and Meraki Environment	\$6,500.00	1	\$6,500.00
RNMS-FIELD-IE3000-CISCO	Comprehensive Remote Monitoring Cisco IE3k and Intersection Devices. Monitoring Cisco IE3K and Intersection Devices including: <u>Devices Monitored (IP Only)</u> Multicast Video Managment Traffic Data 2070 controllers IP Cameras WBB Devices Cellular Devices Preemption devices <u>Monitoring Features</u> Automated network discovery Alerts & Notifications Performance Statistics Configuration Management NetFlow data and analytics Fast Remote Access User & Credential Management Two-Factor Authentication Map and Data exports	\$1,575.00	120	\$189,000.00



Annual Remote Monitoring

Description		Price	Qty	Ext. Price
RNMS-UCS Server Virtual Environment -CISCO	Comprehensive Remote Monitoring Cisco UCS Virtual Environment / Server/AD/Desktops	\$5,000.00	3	\$15,000.00
RNMS-ISP- Maintenance	Comprehensive Remote Monitoring ISP Connection	\$720.00	1	\$720.00
ISP-MAINT-1YR	ISP VPN Certificate Renewal and Domain	\$500.00	1	\$500.00
RNMS-FIELD- WOWZA- ENVCISCO	Comprehensive Remote Monitoring Wowza Environment/Sheriff Dept Streams/Masters Streaming	\$7,500.00	1	\$7,500.00
RNMS-CUDA- Maintenance	Comprehensive Remote Monitoring/Management/Support Barracuda 490 Server	\$1,100.00	12	\$13,200.00
GTSS OnDemand Access Services				



Annual Remote Monitoring

Description	Price	Qty	Ext. Price
SERV-SUP-ANNUAL GTSS OnDemand Access Services Prepayment of Annual Remote Monitoring includes (160) hours of Advanced Support Services, covering anything outside of normal maintenance and monitoring. <u>Advanced Support Services include:</u> - Remote Engineering Services - Note: All work will be done remotely unless onsite work is requested or GTSS deems it is necessary to come onsite. - Onsite Engineering Services - Note: Rate is inclusive of travel expenses, unless otherwise noted - Fiber Technician - Intelligent Transportation Technician Overages will be billed at a T&E rate up to a max \$195/hour. GTSS will allocate engineering time in thirty (30) minute increments. Additional retainers may be purchased at any time. Advanced Support Services hours will expire one (1) year from the purchase date. - Lifecycle Projects – Will be fixed fee and are not included in this services agreement unless specifically defined by a signed SOW. - Note: Work requests that require more comprehensive service delivery, will be delivered using GTSS's proven lifecycle project methodology. Lifecycle project engagements include formal planning and design review as well as ongoing project management oversight.	\$0.00	1	\$0.00
Subtotal:			\$241,920.00

Quote Summary	Amount
Annual Remote Monitoring	\$241,920.00
Total:	\$241,920.00

Any purchase order or contract as a result of this quotation is subject to GTS Solutions, Inc. Terms & Conditions. Purchase Orders resulting from this quotation can be sent to sales@gogtss.com or mail to GTS Solutions, Inc., P.O. Box 727, Chapin, SC 29036. This quotation contains Proprietary & Confidential information and remains the property of the GTS Solutions, Inc.



Acceptance

GTS Solutions LLC - Columbia

City of Augusta Georgia

Tom Booth

Tom Booth

Signature / Name

08/13/2025

Date

John Ussery

Signature / Name

Initials

Date



Engineering Services Committee Meeting

Meeting Date: September 30, 2025

Restriping Various Streets

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the restriping for 18 streets within Richmond County with Thermoplastic Striping using sole source procurement./AE Approve funds in the amount of \$333,900.00.
Background:	Richmond County currently has over 1,100 miles of centerline roadways, many in rural areas. Keeping up with roadway striping maintenance can be a challenge. Many roadways need striping upgrades due to fading over time, weathering, and vehicle use. Recent heavy storms have also contributed to the aging of the striping at an increased rate.
Analysis:	Recently, the Augusta Engineering Department was awarded additional LMIG Supplemental funding for restriping purposes. Based on a field review of existing striping, 18 streets were identified as in the most need of new striping. Peek Paving is the only regional qualified contractor to perform the striping duties at this scale in our area.
Financial Impact:	Adequate funds are available, and expenditures of this amount will leave enough funding for other restriping projects throughout the remainder of this fiscal year.
Alternatives:	Do not approve the sole source funding for restriping.
Recommendation:	Approve the restriping of 18 streets in Richmond County.
Funds are available in the following accounts:	(\$339,900) 335-041110/54.14110 - LMIG Supplemental Funding
<u>REVIEWED AND APPROVED BY:</u>	HM/sr



Print Form

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

Vendor: Peek Paving E-Verify Number: 19592

Commodity: Striping

Estimated annual expenditure for the above commodity or service: \$ 333,900.00

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.)
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.

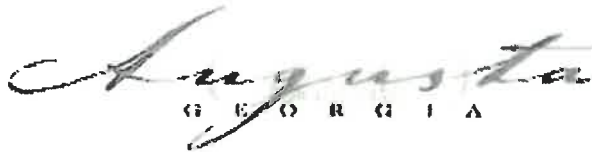
Name: Hameed Malik Department: AE&ESD Date: 9/17/25

Department Head Signature: [Signature] Date: 9/17/25

Approval Authority: [Signature] Date: 9/22/25

Administrator Approval: (required — not required) Date:

COMMENTS: Commission Approval Required

**ENGINEERING DEPARTMENT**

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

MEMORANDUM

TO: Andy Pennick –Procurement Director  09/22/25

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

DATE: September 17, 2025

SUBJECT: Installation of Thermoplastic Striping along various roads

Peek Paving is one of the industry standard providers for traffic striping and pavement markers. Peek is the only regional provider to install roadway paving and other traffic safety devices on public streets.

This proposal will improve traffic safety throughout the city of Augusta by installing thermoplastic striping on the asphalt to improve visibility of the lanes along the roadway.

Peek Paving is headquartered in Columbia, SC and has customers throughout the southeast United States.

MJ/SR

cc: File

Augusta Engineering Administration
452 Walker St, Suite 110 - Augusta, Georgia 30901
Phone: (706) 796-5040 - Fax: (706) 796-5045
www.augustaga.gov



PAVEMENT MARKING, LLC, 4600 PEEK INDUSTRIAL DRIVE, P.O. BOX 7337, COLUMBUS, GA 31908 (706) 563-5867 FAX (706) 563-7762

Page 1 of 2

RE: PRIME
RE-STRIPE VARIOUS CITY ROADS
CITY OF AUGUSTA
RICHMOND COUNTY, GEORGIA

DATE: July 21, 2025

QUOTE # 40168 THERMO

Description	Total
MCCOMBS ROAD (APPROX. 3.2 MILES)	\$27,250.00
TINLEY ROAD (APPROX. 0.6 MILES)	\$5,150.00
TOBACCO ROAD (APPROX. 5.6 MILES)	\$64,100.00
MIMS ROAD (APPROX. 2.0 MILES)	\$17,050.00
LOUISA ROAD (APPROX. 1.3 MILES)	\$11,100.00
LIBERTY CHURCH ROAD (APPROX. 1.8 MILES)	\$13,350.00
PATILLER ROAD (APPROX. 0.8 MILES)	\$6,850.00
KARLEEN ROAD (APPROX. 1.6 MILES)	\$13,650.00
WILLIS FOREMAN ROAD SECTION 1 (APPROX. 1.4 MILES)	\$11,850.00
WILLIS FOREMAN ROAD SECTION 2 (APPROX. 4.2 MILES)	\$32,450.00
CLARK ROAD (APPROX. 2.4 MILES)	\$19,050.00
BROOMS ROAD (APPROX. 1.5 MILES)	\$11,450.00
DIXON AIRLINE ROAD (APPROX. 1.7 MILES)	\$14,700.00
BENNOCK MILL LOOP (APPROX. 0.5 MILES)	\$4,250.00
BENNOCK MILL ROAD (APPROX. 5.0 MILES)	\$38,050.00
HORSESHOE ROAD (APPROX. 2.3 MILES)	\$17,900.00
LOCK AND DAM ROAD (APPROX. 2.3 MILES)	\$16,750.00
INTERNATIONAL BLVD (APPROX. 1.4 MILES)	\$8,950.00
ESTIMATED PROJECT TOTAL:	\$333,900.00

Pricing above includes longline striping **ONLY**. Arrow, Words, Stopbars, Crosswalks, etc. are **NOT INCLUDED**.

This is a quote / estimate only and not an offer or guarantee to perform work. All quotes / estimates are only good for the time allowed in the request for bid or listed below and are subject to acceptance based on contract requirements. Please contact our office for contract requirements and availability of crews.

The prices quoted above **DO NOT INCLUDE - STRIPING OF ROADS WITH NO EXISTING MARKINGS.**

All work will be performed in accordance to current Georgia Department of Transportation Specifications.

THE PRICES QUOTED ABOVE ARE FOR **THERMOPLASTIC** PER GA DOT SPECIFICATIONS SECTION 653 (**CURRENT EDITION-2013**) - THERMOPLASTIC TRAFFIC STRIPE.

The prices quoted above **DO NOT INCLUDE** removal. If removal is required, **ADDITIONAL** pricing will be required.

The above unit prices are based on **one (1) move-in** to the project and **one (1) application of materials**.

The above unit prices **do not include** blading of grass or "**Clipping**" the edges of the roadway prior to installation of edge lines. The above unit prices **do not include** mechanical brooming or "**Heavy Cleaning**" of debris from the roadway. The **city** shall be responsible for blading grass or "**Clipping**" the edges of the roadway and any mechanical brooming or "**Heavy Cleaning**" required prior to installation of edge lines.

TRAFFIC STRIPE PAINTING AND THERMOPLASTIC APPLICATION FOR HIGHWAYS



PAVEMENT MARKING, LLC, 4600 PEEK INDUSTRIAL DRIVE, P.O. BOX 7337, COLUMBUS, GA 31908 (706) 563-5867 FAX (706) 563-7762
Page 2 of 2

The above pricing may be withdrawn if not approved within sixty (60) days.

We appreciate the opportunity to quote you this work. If you have any questions, please let us know.

Thank you and best regards,
Andy Holland
Peek Pavement Marking, LLC



Engineering Services Committee Meeting

Meeting Date: September 30, 2025

Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84)

GDOT Supplemental Construction Agreement No. 1

GDOT PI # 0012867

File Reference: 25 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve Supplemental Construction Agreement No.1 with the Georgia Department of Transportation (GDOT) for Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84) Improvements Project (PI #0012867). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). /AE (ITB 24-213 Approved by Commission 11/12/24)
Background:	The Project is one of three traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. Project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of this project is gaining operation efficiency by widening/reconfiguration of the intersections to allow for a left turn lane. Roadway improvements require relocation of utilities facilities. Project is ready for construction and in letting now.
Analysis:	Project being let by Augusta and in construction. Under current GDOT construction agreement Augusta is receiving federal funds up to \$2,656,491.00. This Supplemental Construction Agreement allows GDOT federal funding additional assistance up to amount of \$2,347,086.60. It brings the project construction total Federal funds assistance up to \$5,003,577.60.
Financial Impact:	Upon execution of GDOT Construction Agreement, Federal funds in amount of \$2,347,086.60 becomes available for the project construction phase improvements.
Alternatives:	No alternate proposed
Recommendation:	Motion to approve Supplemental Construction Agreement No.1 with the Georgia Department of Transportation (GDOT) for Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84) Improvements Project (PI #0012867). 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



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

Item 11.

March 5, 2025

Mayor Garnett Johnson
City of Augusta
535 Telfair Street, Suite 200
Augusta, GA 30901

ATTN: Tevia Brown, Project Manager

Subject: **Construction Agreement for Execution**
P.I. 0012867, Richmond County
CR 601/WHEELER ROAD FROM I-20 TO CR 804/AUGUSTA WEST PKWY

Dear Mayor Johnson,

The Department accepts the recommendation from the City of Augusta to award E.R. Snell Contractor, Inc the contract for construction services concerning the above referenced project. In addition, the Department is requesting that the City of Augusta submit payment for Construction Oversight activities that will be used to fund GDOT staff man-hours and any other associated expenses incurred by any GDOT employee. The estimated amount for the GDOT Construction Oversight is \$10,000.00 (*Number is based on estimated CST time; \$10,000 per 12 months of CST*). **Please send payment in the amount of \$10,000.00 made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:**

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

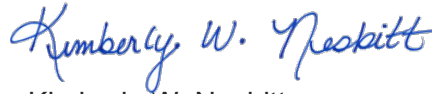
**For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 297948400000000007**

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the Department has received the check and the contract agreement, we will execute the contract agreement and issue the City of Augusta a Notice to Proceed to Construction.

PI 0012867 City of Augusta
March 5, 2025

Should you have any questions or concerns, please contact the Department's Project Manager, Darryl Adderly, at 404-631-1544.

Sincerely,



Kimberly W. Nesbitt
State Program Delivery Administrator



KWN:CCB:BGA:DMA
Attachments

Cc: General Accounting, ARBillings@dot.ga.gov
Albert Shelby, Director of Program Delivery
Corbett Reynolds, District 2 Engineer
Caleb Lord, District 2 Construction Manager

PI 0012867 City of Augusta
September 23, 2024

CONSTRUCTION AGREEMENT
Between
GEORGIA DEPARTMENT OF TRANSPORTATION
and
CITY OF AUGUSTA

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

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

3/15/2025 Construction Agreement, made and entered into this (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and City of Augusta, hereinafter called the "SPONSOR" (the "Agreement").

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid Project which consists of the construction of Project P.I. 0012866, hereinafter referred to as the "PROJECT"; and

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

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

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

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

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

PI 0012867 City of Augusta
September 23, 2024

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

PI 0012867 City of Augusta
September 23, 2024

ARTICLE I SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be that this project proposes to install additional turn lanes, extend existing left turn lane turning bays, adding sidewalks to both sides of the 1.2 mile segment of Wheeler Road, and widening of I-20 eastbound exit ramp to improve operational efficiency and add pedestrian facilities on a 1.2 miles segment of Wheeler Road extending from I-20 eastbound exit ramp to Augusta West Parkway, including side roads located with this segment as set forth in Exhibit A, the "WORK PLAN", which is further defined by the PROJECT estimate sheets ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set forth herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental, and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit "A", WORK PLAN.

The SPONSOR shall work with the Georgia Department of Transportation District 2 to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications for the Construction of Roads and Bridges, AASHTO guidelines; Federal Highway Administration ("FHWA") guidelines; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT'S Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

PI 0012867 City of Augusta
September 23, 2024

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal Laws, DEPARTMENT's Right of Way Procedure Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental, and historical preservation clearances were approved.

The SPONSOR shall be solely responsible for construction of the PROJECT and the procurement of and execution of all applicable agreement(s) required to provide for any and all construction services required to construct the PROJECT. Construction shall be accomplished in accordance with the terms and conditions set forth in this Agreement, 23 CFR 1 (specifically see also 23 CFR §1.9 (Limitation on Federal Participation) and §1.27 (Maintenance)) and 23 CFR 645 (Utilities), as well as Section 101 of Title 23 of the United States Code ("USC" or "U.S.C.") (Definitions-Construction) and 23 USC 116 (Maintenance), the DEPARTMENT's Locally Administered Projects ("LAP") Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the reimbursement of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR for any loss of funding.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's "Standard Specifications", current edition; "Supplemental Specifications Book", current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and incorporated herein as Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS.

PI 0012867 City of Augusta
September 23, 2024

The SPONSOR shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT.

The work shall be procured by the SPONSOR and subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the SPONSOR is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations provided in this Agreement, the DEPARTMENT's LAP Manual or any other applicable provisions of State law. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder. The SPONSOR shall follow the requirements of the DEPARTMENT's LAP Manual and remain LAP certified during the term of this Agreement.

Prior to award of the PROJECT, the SPONSOR shall submit to the DEPARTMENT a bid tabulation and the SPONSOR's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, the DEPARTMENT shall issue a written Notice to Proceed to construction. No work shall begin until this Notice to Proceed has been issued to the SPONSOR.

The SPONSOR will be responsible for performing the construction, inspection, supervision, and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the LAP Manual.

ARTICLE II COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State, and local laws including but not limited to those applicable requirements as outlined in Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price

PI 0012867 City of Augusta
September 23, 2024

or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE III REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the FHWA, may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of effected public agencies, railroads, and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE IV TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, shall complete the Project no later than 365 Calendar Days after receipt of the written "Notice to Proceed" (based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as Exhibit "C," WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

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

ARTICLE V RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

ARTICLE VI INSURANCE

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

☒ shall, obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

☐ is self-insured.

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

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

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

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

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

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

c) Automobile Liability with at least the minimum coverage:

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

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

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

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

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

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

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

ARTICLE VII COMPENSATION AND PAYMENT

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

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D," BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is Five Million Twenty Seven Thousand Nine Hundred Ninety dollars and Seventy One Cents (\$5,027,990.71). The total estimated cost of the PROJECT to be financed using Federal/State programmed funds through the Georgia Department of Transportation is Two Million Six Hundred Fifty Six Thousand Four Hundred Ninety One dollars and Zero Cents. (\$2,656,491.00), which is the total State/Federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

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The SPONSOR shall be solely responsible for any and all amounts in excess of the federal/state contribution. In no event shall the Federal/State contribution of the project exceed Two Million Six Hundred Fifty Six Thousand Four Hundred Ninety One dollars and Zero Cents. (\$2,656,491.00), which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT'S maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

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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

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A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XII MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

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ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XIV
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

Failure to meet the time set for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XV
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional

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compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVII
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit "E" of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50- 24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit "F" of this Agreement.
- D. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.
- E. IT IS FURTHER AGREED that the SPONSOR shall subcontract a minimum of Ten percent (8%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.

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- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.
- H. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with Title 25, Section 9 of the Official Code of Georgia Annotated, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- I. IT IS FURTHER AGREED that SPONSOR shall, and shall require its contractors and subcontractors to, comply with the "Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy," as stated in Exhibit H of this Agreement.
- J. IT IS FURTHER AGREED that by signing and submitting this Agreement and pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, SPONSOR hereby certifies that is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XVIII MISCELLANEOUS

- A. NOTICE. Notices given pursuant to this Agreement shall be in writing and shall be delivered to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the appropriate Party.

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- B. ASSIGNMENT. Except as herein provided, the parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.
- C. NONWAIVER. No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.
- D. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the DEPARTMENT, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.
- E. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
- F. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the parties.
- G. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
- H. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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- I. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- J. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- K. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

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IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation City of Augusta, Georgia

DocuSigned by:
By: Russell R McMurry (Seal)
76D6577D00644FA...
Commissioner

By: [Signature] (Seal)
Mayor/Chairperson

58 Name: Garnett L. Johnson

Signed, sealed and delivered
This December 11, 2024
in the presence of:

Attest:

DocuSigned by:
[Signature]
74085B5B0FAC425...
Treasurer

[Signature]
Witness

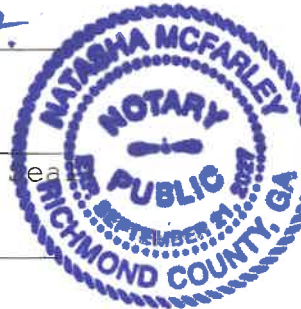
Name: ANNA EASH

Title: Administrative Asst.

Natasha McFarley
Notary Public (Notary Seal)

Name: Natasha McFarley

Title: Deputy Clerk



This Agreement, approved by
City of Augusta, the 11/12/2024 (Date)



Attest:

[Signature]
Name and Title

58-2204274
Federal Employer Identification
Number

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Required Contract Provisions Federal-Aid Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Budget Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug-Free Workplace
Exhibit G	Federal Award Identification Worksheet
Exhibit H	Sexual Harassment Prevention Policy Compliance

EXHIBIT A

WORK PLAN

City of Augusta

P.I. No. 0012867

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

The proposed project to install additional turn lanes, extend existing left turn lane turning bays, adding sidewalks to both sides of the 1.2 mile segment of Wheeler Road, and widening of I-20 eastbound exit ramp to improve operational efficiency and add pedestrian facilities on a 1.2 miles segment of Wheeler Road extending from I-20 eastbound exit ramp to Augusta West Parkway, including side roads located with this segment.

EXHIBIT B

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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

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

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

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

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

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

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

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

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

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

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

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

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

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

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

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

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

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

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

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

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

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

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

d. *Fringe benefits not expressed as an hourly rate.*

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

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

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

2. Withholding (29 CFR 5.5)

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

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

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

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen 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 journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen 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 journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

3. Withholding for unpaid wages and liquidated damages

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT C

WORK SCHEDULE

City of Augusta

P.I. No. 0012867

Project work to begin within six months of receiving the approved signed contract and Notice to Proceed. Sponsor is required to adhere to Section 6 of the LAP Manual regarding the start of work and invoice timing.

Construction will be completed by date stated in Article IV, Time of Performance of the Agreement.

Award contract	TBD
Construction NTP	TBD
Corrective List	TBD
Final inspection	TBD

EXHIBIT D

BUDGET ESTIMATE

City of Augusta

P.I. No. 0012867

D.O.T. 66



Interoffice Memo

FILE **The City of Augusta**
P.I. No. 0012867
CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway

DATE: September 5, 2024

FROM: Caleb G. Lord, District Construction Manager

TO: Kimberly W. Nesbitt, State Program Delivery Administrator

Attention: Frank Childs, Jr.

SUBJECT: **Bid Results Concurrence**

Based on the information provided to this office, the City of Augusta has selected E R Snell Contractor, Inc. as the lowest qualifying bidder for the above project. The total amount of the bid was \$5,027,990.71 and this office is in concurrence with this bid.

Should you have any questions, please contact Caleb G. Lord, District Construction Manager, at 478-553-3340 or via email at clord@dot.ga.gov.

CGL:jhl

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



Interoffice Memo

FILE: P.I. 0012867, Richmond County
CR 601/WHEELER ROAD FROM I-20 TO CR 804/AUGUSTA WEST PKWY

DATE: August 28, 2024  for

FROM: Kimberly W. Nesbitt, State Program Delivery Administrator

TO: Corbett Reynolds, District 2 Engineer
Attn: Caleb Lord, District 2 Construction Engineer

SUBJECT: Bid Results Concurrence Request

This Office requests that the District 2 Construction Engineer provide our Office with final concurrence of the bid results received for the above-mentioned project. The County has selected E.R. Snell Contractor, Inc as the lowest qualifying bidder. Please find attached all the supporting documentation required for their selection.

Should you have any questions, please contact the Project Manager, Frank Childs, Jr., at 478-553-3330 of this Office.

KWN:CCB:MRT:FC

Attachments



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

May 13, 2024

PI No. 0012867, Richmond County
CR 601/WHEELER ROAD FROM I-20 TO CR 804/AUGUSTA WEST PKWY

Mayor Garnett Johnson
City of Augusta
535 Telfair Street, Suite 200
Augusta, GA 30901
Attn: Tevia Brown

Subject: **Notice to Proceed to Advertise**

Dear Mayor Johnson,

This serves as your Notice to Proceed to advertise for bids on the above referenced project. As per federal and state law, you are reminded the City of Augusta must publish bid advertisements for a minimum of two consecutive weeks starting at least three weeks in advance of the bid opening. The advertisement shall be published in the local legal organ. Competitive bidding practices must be followed in the award of the contract.

Please be advised, in accordance with Chapter 10.3 of the Local Administered Projects Manual, "All bidding contractors must be pre-qualified by GDOT." When the sponsor is ready to recommend a Contractor for the project, the Sponsor shall notify the Department in writing in tabular form with a list of all bidders and the bid amount for each bidder. The Sponsor's bid tabulation should include any eligible reimbursable utility cost. This form shall include all DBE Contractors with percentages for each bidder on the list. The Budget Estimate shall be included as submitted for the letting for the recommended Contractor. DBE Goals and forms must be included in the Bid Documents.

DBE Goal: 8%

The Sponsor shall ensure all contracts as well as any subcontracts for the construction of the project shall comply with the federal and state legal requirements imposed on the Department and any amendments thereto. The Sponsor is required and does agree to abide by those provisions governing the Department's authority to contract, specifically, but not limited to, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the Department's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the Department's Standard Specifications and Special Provisions.

The Contract shall not be awarded until a Construction Agreement has been executed and a written Notice to Proceed to Construction is given by the Department.

Please contact the Project Manager, Frank Childs, Jr., at (478) 553-3330 should you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Kimberly W. Nesbitt". The signature is fluid and cursive.

Kimberly W. Nesbitt,
State Program Delivery Administrator

Notice to Proceed to Advertise
P.I. 0012867, Richmond County
CR 601/WHEELER ROAD FROM I-20 TO CR 804/AUGUSTA WEST PKWY
May 6, 2024
Page 2 of 2

C.L.B. MRT

KWN:CLB:MRT:FC

cc: Corbett Reynolds, District 2 Engineer
Caleb Lord, District 2 Construction Engineer
Ellen Wright, District 2 Planning and Program Liaison

MEMORANDUM

DATE: August 5, 2024

TO: Hameed Malik, Augusta Engineering and Environmental Services Department

FROM: Geri A. Sams *Geri*
Director of Procurement

CC: Tevia D. Brown, Augusta Engineering and Environmental Services Department

SUBJECT: Bid Item #24-213 Construction Services for CR 601/Wheeler Road from 1-20 to CR 84/Augusta West Parkway - For Augusta, Georgia – Augusta Engineering and Environmental Services Department

We are forwarding the attached information to you for the following checked reason. Please check the box identifying your Department's desired action for this project. Please return your response to the Procurement Department no later than five (5) business days from the date of this notice:

- ☒ Please provide your Department's Recommendation of Award. The Recommendation of Award is required from you prior to your Department placing this item on the Muni-Agenda.
- ☐ **FOLLOW-UP:** We HAVE NOT received your Department's Recommendation of Award for the above reference project. We sent Information to you on INSERT DATE. Please note: Recommendation of Award is required prior to placing this item on the Muni-Agenda.
- ☐ No Submittals or No COMPLIANT Submittals were received for the above referenced item. We have attached a copy of the Tabulation Sheet for your review. Please let us know how to proceed:
 - ☐ Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
 - ☐ Cancel this item. (You are required to submit a cancellation letter to Procurement.)
- ☐ Submittals received for the above reference item exceeded your Department's Estimated Budget. We have attached a copy of the Tabulation Sheet and the submitted Budget. Please let us know how to proceed:
 - ☐ Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
 - ☐ Cancel this item. (You are required to submit a cancellation letter to Procurement.)
 - ☐ Budget Updated: (Provide to Procurement a Justification Letter of cost variance for review and a revised Solicitation Form Checklist updating the Budget.)

Thanking you in advance for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact Darrell White, Deputy Procurement Director at (706) 821-2422.

Attachments

**ENGINEERING & ENVIR. SVCS. DEPARTMENT****Hameed Malik, Ph.D., P.E., Director****MEMORANDUM**

TO: Ms. Geri Sams, Director - Procurement

FROM:  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: Monday, August 26, 2024

SUBJECT: Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84) Improvements for Augusta, GA -Engineering & Environmental Department
GDOT PI# 0012867 / Bid: 24-213
File Reference: 24-014(A)

It is recommendation of Augusta Engineering to award Bid 24-213 / Wheeler Road (from I-20 to Augusta West Parkway) Improvements project to the lowest qualified bidder, E R Snell Contractor, Inc. (ER Snell) subject to ER Snell's bid review by Georgia Department of Transportation (GDOT), project being federal funded project. Accordingly, Augusta Engineering will prepare bid contract award agenda item for Augusta Commission approval. Contract award will be contingent upon ER Snell submitting all required documents such as bid bonds, insurance documents, FHWA required documents (if needed).

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

Thank you.

/hm

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

OFFICIAL



Bid Opening Bid Item #24-213
Construction Services for CR 601/Wheeler Road from 1-20 to CR 84/Augusta West Parkway
for Augusta, GA - Engineering and Environmental Services Department
Bid Due: Wednesday, July 31, 2024 @ 3:00 p.m.

Total Number Specifications Mailed Out: 21
Total Number Specifications Download (Demandstar): 5
Total Electronic Notifications (Demandstar): 117
Total Packages Submitted: 3
Total Noncompliant: 0

Vendors	Attachment "B"	E-Verify Number	SAVE Form	Addendum 1	Bid Bond	Total Bid Price	Compliance Goal
Reeves Construction Co. 1 APAC Industrial Way Augusta, GA 30907	YES	667047	YES	YES	YES	\$5,866,153.71	YES
E.R. Snell Contractor, Inc. 1785 Oak Road Snellville, GA 30078	YES	22114	YES	YES	YES	\$5,027,990.71	YES
JHC Corporation 15 Fresh Bru Drive Newnan, GA 30263	YES	413897	YES	YES	YES	\$7,171,692.50	YES

G E O R G I A

PAGE 1 OF 2

Attachment B**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: E.R. Snell Contracting, Inc.Street Address: 1785 Oak RoadCity, State, Zip Code: Snellville, GA 30078Phone: 770-985-0600 Fax: 770-985-2957 Email: notices@ersnell.comDo You Have A Business License? Yes: ☒ No: ☐Augusta, GA Business License # for your Company (Must Provide): N/AAnd/or Your State/Local Business License # for your Company (Must Provide): OCC-000159Utility Contractors License # (Must Provide if applicable): UC 300077 **MUST BE LISTED ON FRONT OF ENVELOPE**General Contractor License # (Must Provide if applicable): GCCO 003037

Additional Specialty License # (Must Provide if applicable): _____

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that Issued your license: Georgia, Snellville, GwinnettAcknowledgement of Addenda: (#1) ☒ : (#2) ☐ : (#3) ☐ : (#4) ☐ : (#5) ☐ : (#6) ☐ : (#7) ☐ : (#8) ☐ :**NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE****Statement of Non-Discrimination**

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 4/09/21

Conflict of Interest

PAGE 2 OF 3

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify* User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10.1.pdf

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

Date of Authorization

** (E-Verify Number) 22114

E.R. Snell Contractor, Inc.

Name of Contractor

1122107
Construction Services for CR 601/Wheeler Rd
from I-20 to CR 804/Augusta West Pkwy
Bid # 24-213

Name of Project/Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July 31, 2024 in Snellville (City), GA (State).

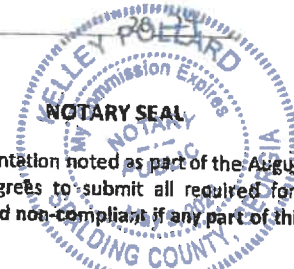
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 31st DAY OF July

Notary Public

My Commission Expires:



The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal Document Must Be Notarized.

*City of Snellville, Georgia
2342 Oak Road, Snellville, GA 30078*

OCCUPATION TAX CERTIFICATE

2024

This License is Granted to:

LICENSING DEPT
E.R. SNELL CONTRACTOR INC
PO BOX 306
SNELLVILLE GA 30078

SNELL, E.R. CONTRACTORS

Effective Date:	1/01/2024
License No:	OCC-000159
Class:	CLASS 2
SIC Code:	1600
	CONSTRUCTION OTHER THAN BLD
	CONSTRUCTION - ROADS &
	BRIDGES
Expires:	12/31/2024

LOCATION OF BUSINESS: 1785 OAK RD

This license is issued on the petition of the applicant, who assumes all responsibility of compliance with Federal, State, County and Municipal Regulations. The City will make no refund if such regulations prevent or restrict the trade, business, or profession herein proposed.

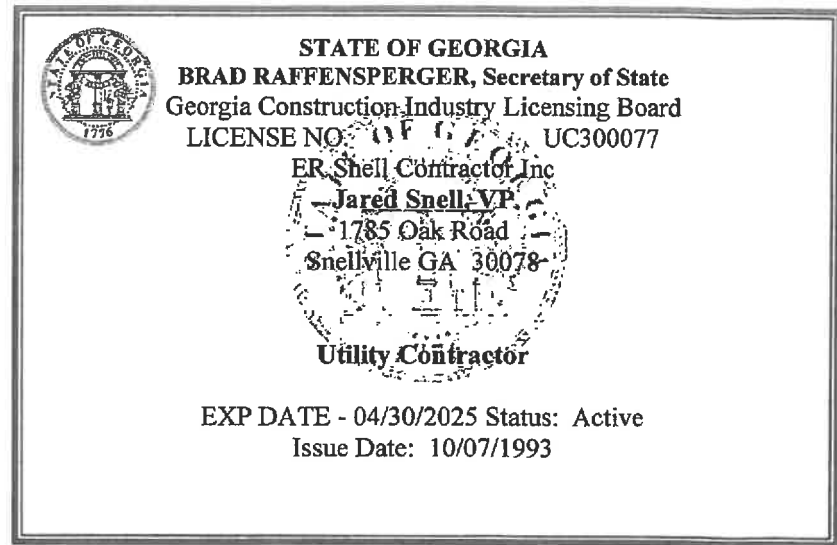
EXPIRATION DATE – December 31, 2024

It is the duty of the above referenced business to permit all reasonable inspections of his business and examinations of his books by public authorities so authorized by law, to ascertain and at all times comply with all laws and regulations applicable to such businesses, to avoid all forbidden, improper or unnecessary practices or conditions which do or may affect the public health, morals or welfare, and to refrain from operating the business on premises after expiration of his occupational tax certificate and during the period his certificate is revoked or suspended.

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE

E.R. SNELL CONTRACTOR INC
LICENSING DEPT

PO BOX 306
SNELLVILLE GA 30078



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

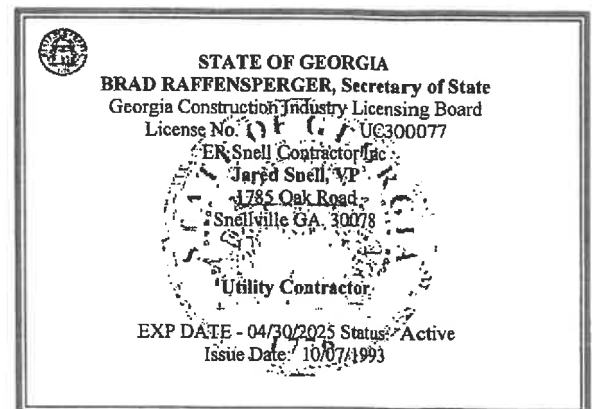
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
 237 Coliseum Drive
 Macon GA 31217
 Phone: (404) 424-9966
www.sos.ga.gov/plb

ER Snell Contractor Inc
 1785 Oak Road
 Snellville GA 30078





A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

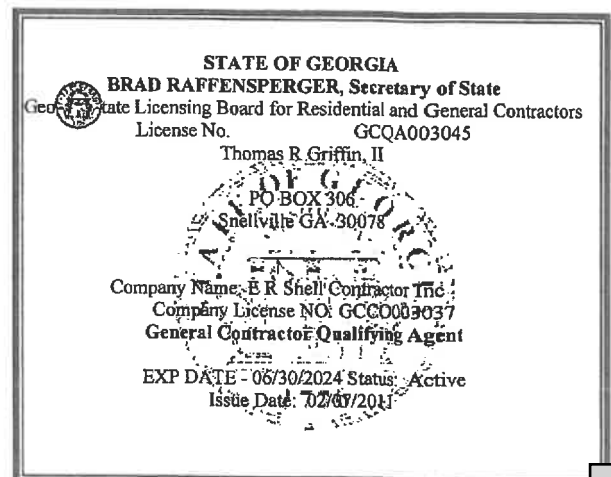
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
 237 Coliseum Drive
 Macon GA 31217
 Phone: (404) 424-9966
www.sos.ga.gov/plb

Thomas R Griffin, II
 2380 Island Drive
 Gainesville GA 30501





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

July 3, 2023

CERTIFICATE OF QUALIFICATION
Vendor ID: 2SN250

E. R. Snell Contractor, Inc
 1785 Oak Road
 Snellville, GA 30078

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

MAXIMUM CAPACITY RATING: \$1,525,500,000.00

CERTIFICATE EXPIRES: June 30, 2025

PRIMARY WORK CLASS/CODE: 400

SECONDARY WORK CLASS(ES)/CODE(S): 205, 208, 310, 500, 507, 626 and 820

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

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

Digitally signed by Marc Mastronardi, P.E.
 DN: cn=US, email=mastronardi@dot.ga.gov,
 o=Georgia Department of Transportation,
 ou=Division of Construction - Director,
 cn=Marc Mastronardi, P.E.
 Date: 2023.07.06 09:17:45-0400

MM:TKA

G E O R G I A

~~You Must Complete and Return with Your Submittal. Document Must Be Notarized~~

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

Construction Services for CR 601 / Wheeler Rd from I-20 to CR 804 /
Augusta West Parkway Bid #24-213
[ITB Project Number and Project Name]

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

E.R. Shell Contractor Inc.
[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) ☒ I am a citizen of the United States.

OR

2.) ☐ I am a legal permanent resident 18 years of age or older.

OR

3.) ☐ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.


Signature of Applicant

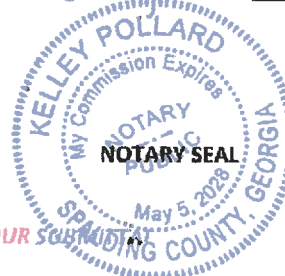
Tom Clower
Printed Name

* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 31st DAY OF July, 2024

Kelley Pollard
Notary Public

My Commission Expires: 5/5/28



Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL
Rev. 2/17/2016

Local Small Business Opportunity Program Ordinance Requirements**Notice To All Bidders (PLEASE READ CAREFULLY)**

Shall apply to ALL Bids regardless of the dollar amount

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the LSBOP Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

To print a copy of the Prime Contractor Data Collection Form visit:

<http://www.augustaga.gov/index.aspx?nid=1672>

Website: <http://www.augustaga.gov/index.aspx?nid=83>

SHALL APPLY TO PROJECTS \$100,000 & UP**Local Small Business Opportunity Program (Continued)**

Sec. 1-10-129. Local small business opportunities program participation.

(a) *Sealed Bids* The following procedures and contract requirements will be used to ensure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over \$100,000 in value:

(1) Bid conditions for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

(2) Each bidder shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form.

(6) All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

(i) Non-Discrimination Statement which shall affirm the bidder's: (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable

participation of local small businesses; and (c) agreement not to engage in discriminatory conduct of any type.

(ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.

(iii) Documentation of Good Faith Efforts to use local small businesses.

Failure to submit the above documentation shall result in the bid being declared non-responsive.

(d) *Post Contract Award Requirements.* The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

(1) Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that:

(a) The contractor will not meet the committed local small business goals; and

(b) the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.

(h) Compliance.

(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid projects prior to award of the contract.

(i) Competitive Bids.

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

Sec. 1-10-130. Exceptions – federally funded projects.

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations, and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations, or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.

NOTE: All forms should be submitted in a separate, sealed envelope labeled Local Small Business Required Forms, Company's Name & Bid Number

For questions and or additional information please contact:

Local Small Business Opportunity Program,
535 Telfair Street, Room 530,
Augusta, Georgia 30901
(706) 821-2406.

Website: <http://www.augustaga.gov/index.aspx?nid=83>

Revised 2-11-16



Document A310™ - 2010

Bid Bond

BOND NUMBER: N/A

CONTRACTOR:

(Name, legal status and address)

E.R. Snell Contractor, Inc.

1785 Oak Road
Snellville, GA 30078

OWNER:

(Name, legal status and address)

City of Augusta
535 Telfair Street
Augusta, GA 30907

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

SURETY:

(Name, Legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

PROJECT: # 24-213

(Name, location or address, and Project number, if any)

Whetzel Rd from I-20 to
Augusta West Pkwy

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of July, 2024.

Kelly Pollard
(Witness)

Henry C. Eades
(Witness)

E.R. Snell Contractor, Inc.

(Contractor as Principal)

TRUCO
(Title) Vice President

Travelers Casualty and Surety Company of America

(Surety)

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





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID C EADES** of **ATLANTA, Georgia**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of Indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **31st** day of **July**, **2021**



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2024

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

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

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102448987-Casua-24-25		CONTACT NAME: PHONE (A/C No. Ext.): FAX (A/C No.): E-MAIL: ADDRESS:															
INSURED E. R. Snell Contractor, Inc 1785 Oak Road Snellville, GA 30078		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D : National Fire & Marine Insurance Co</td> <td>20079</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Greenwich Insurance Company	22322	INSURER B : N/A	N/A	INSURER C : XL Specialty Insurance Company	37885	INSURER D : National Fire & Marine Insurance Co	20079	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

ATL-005776132-01

REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X/C/U ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Deductible: 250,000			CGD740993604	01/01/2024	12/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAD740993704	01/01/2024	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CWG740993404 (NC, SC, & AL) Excl Officers: Scott Briscoe Jared Snell, Chandler Snell Continued on Acord 101	01/01/2024	12/31/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			42-RLO-309840-05	01/01/2024	12/31/2024	Each Occurrence 3,000,000 Aggregate 3,000,000

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

Re: ITB #24-413 Construction Services for CR 601/Wheeler Road from 1-20 to CR 804/Augusta West Parkway PI#0012867

Augusta Procurement Department is/are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

Augusta Procurement Department
 535 Telfair Street
 Augusta, GA 30901

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN102448987

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED E. R. Snell Contractor, Inc 1785 Oak Road Snellville, GA 30078	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Coverage: Workers Compensation. Officers are Included.

State: Georgia

Carrier: XL Specialty Insurance Company

Policy Number: CWE740993504

Effective Date: 01/01/2024

Expiration Date: 12/31/2024

WC Limit: Statutory

Employers Liability Limit: \$1,000,000

Each Accident Limit: \$1,000,000

Each Employee Disease Limit: \$1,000,000

SIR: \$650,000

Workers Compensation (NC,SC,AL):

Excluded Officers - Scott Briscoe, Jared Snell, and Chandler Snell.

POLICY NUMBER: CAD740993704

XIC 414 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
WHERE REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS.	ALL OPERATIONS

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

- 1. You, while using a covered "auto"; or**
- 2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;**

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

**COMMERCIAL GENERAL LIABILITY
CG 20 40 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT (COMPLETED
OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured described in Paragraph 1. or 2. above and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**COMMERCIAL GENERAL LIABILITY
CG 20 38 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

ENDORSEMENT #

This endorsement, effective 12:01 a.m., January 1, 2024, forms a part of
Policy No. CAD740993704 issued to E.R. SNELL CONTRACTOR, INC.
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #001

This endorsement, effective 12:01 a.m., January 1, 2024, forms a part of
Policy No. CAD740993704 issued to E.R. SNELL CONTRACTOR, INC.
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions remain unchanged.



Authorized Representative
Joseph A. Tocco

POLICY NUMBER: CAD740993704

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: E.R. SNELL CONTRACTOR, INC.

Endorsement Effective Date: January 1, 2024

SCHEDULEName(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT
WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against
Others To Us condition does not apply to the
person(s) or organization(s) shown in the Schedule,
but only to the extent that subrogation is waived prior
to the "accident" or the "loss" under a contract with
that person or organization.

ENDORSEMENT #002

This endorsement, effective 12:01 a.m., January 1, 2024, forms a part of
Policy No. CGD740993604 issued to E.R. SNELL CONTRACTOR, INC.
by Greenwich Insurance Company
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #009

This endorsement, effective 12:01 a.m., January 1, 2024, forms a part of
Policy No. CGD740993604 issued to E.R. SNELL CONTRACTOR, INC.
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: CGD740993604

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., January 1, 2024, forms a part of
Policy No. CWE740993504 issued to E.R. SNELL CONTRACTOR, INC.
by XL SPECIALTY INSURANCE COMPANY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY	AS PER SCHEDULE ON FILE WITH COMPANY	30 Days

∴ All other terms and conditions of the Policy remain unchanged.

IX1405 0910

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective January 1, 2024

Policy No. CWG740993404

Endorsement No.

Insured E.R. SNELL CONTRACTOR, INC.

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 57**

(Ed. 12/10)

This endorsement, effective 12:01 a.m., January 1, 2024 forms a part of
Policy No. CWG740993404 issued to E.R. SNELL CONTRACTOR, INC.
by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY.	AS PER SCHEDULE ON FILE WITH COMPANY.	30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective January 1, 2024
Insured E.R. SNELL CONTRACTOR, INC.

Policy No. CWG740993404

Endorsement No.
Premium \$ Included

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 99 06 57
Ed. 12/10

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Waiver of Our Right to Recover from Others Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Workers Compensation and Employers Liability Policy

In consideration of an additional premium of \$Included, it is agreed that we have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce this right against the person or organization named in the Schedule below. This agreement applies as follows:

- 1. that you perform work under a written contract that requires you to obtain this agreement;
- 2. that you entered into a written contract prior to the loss; and
- 3. we agree to also waive our right of recovery but only with respect to such loss.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

All other policy terms and conditions remain unchanged.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Endorsement Number:

Policy Number: CWE740993504

XL Specialty Insurance Company

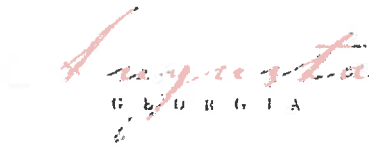
Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to: E.R. SNELL CONTRACTOR, INC.

Effective Date of this Endorsement: January 1, 2024

Countersigned by _____
Authorized Representative

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DBE PROGRAM
GDOT Locally Administered Program (LAP)
FHWA Funded Projects

DBE Requirements

Augusta, Georgia, a LAP of the Georgia Department of Transportation pursuant with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d--42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21 Nondiscrimination in federally assisted programs of the Department of Transportation Act, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

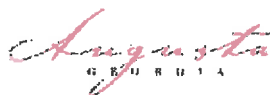
The Georgia Department of Transportation Board has adopted the following goal for DBE participation on all federally funded projects.

10% DBE
Overall Annual Goal

This goal is not to be considered as a fixed quota, set aside or preference. The DBE goal can be met by prime contracting, sub-contracting, joint venture or mentor/ protégé relationship.

Augusta, Georgia, a LAP of Georgia Department of Transportation will monitor and assess each consultant services submittals for their DBE participation and/or good faith effort in promoting equity and opportunity in accordance with the state of Georgia, Department of Transportation Disadvantage Business Program Plan.

Phyllis Johnson
 Compliance Department Director
 Consolidated Government of Augusta, Georgia
 535 Telfair Street, Suite 530
 Augusta, GA 30901
 (706)-826-1325 p
p.johnson@augustaga.gov



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 Georgia Department of Transportation
 600 W. Peachtree St.
 Atlanta, GA 30308
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kiking@dot.ga.gov



Georgia Department
 of Transportation

Revised: December 7, 2009

Revised: October 21, 2013

Revised: November 3, 2014

DEPARTMENT OF TRANSPORTATION STATE

OF GEORGIA

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM CRITERIA FOR
ACCEPTABILITY

The purpose of this special provision is to establish criteria for acceptability of DBE firms for work performed on this contract. The intent is to ensure all participation counted toward fulfillment of the DBE goals is (1) real and substantial, (2) actually performed by viable, independent DBE owned firms, and (3) in accordance with the spirit of the applicable laws and regulations.

The policy of the Georgia Department of Transportation is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulations, Part 26 and related statutes and regulations in all program activities.

To this end the Georgia Department of Transportation shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any Georgia Department of Transportation assisted contract or in the administration of its Disadvantaged Business Enterprise Program. The Georgia Department of Transportation shall take all necessary and reasonable steps to ensure nondiscrimination.

DBE payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing DBE Race Neutral and Race Conscious Participation. The Contractor will strive to achieve an additional percentage in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

DBE DIRECTORY: The Department has available a directory or source list to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular solicitations. The Department will make the directory available to bidders and proposers in their efforts to meet the DBE requirements. The directory or listing includes firms which the Department has certified to be eligible DBEs in accordance with 49 CFR Part 26.

GOAL FOR PARTICIPATION: If a percentage goal for DBE participation in this contract is set forth elsewhere in this proposal, the Contractor shall complete the DBE GOAL Forms included in the proposal. The Contractor is encouraged to make every effort to achieve the goal set by the Department. However, if the Contractor cannot find sufficient DBE participants to meet the goal established by the Department, the Department will consider for award a proposal with less participation than the established goal if:

(A) The bidder can demonstrate no greater participation could be obtained. This should be well documented by demonstrating the Contractor's actions through good faith efforts. The following is a list of types of actions which the Department will consider as part of the Contractor's good faith efforts to obtain DBE participation. This is not intended to be a mandatory checklist nor intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- (1) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBE participants in responding to a solicitation.
- (4) (a) Negotiating in good faith with interested DBEs.
Contractor(s) are responsible to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (b) Contractor(s) using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- (5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. nonunion employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the contractor.
 - (7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE's.
- (B) The participation proposed by the low bidder is not substantially less than the participation proposed by the other bidders on the same contract.

If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation. Prime Contractor shall report race-neutral participation in accordance with the DBE Monthly Report requirements shown in this document.

To be eligible for award of this contract, all bidders will be required to submit the following information to the Department by the close of business on the 3rd working day following opening of the bid as a matter of bidder responsibility.

- i. The names and addresses of DBE firms committed to participate in the Contract;
- ii. A description of the work each DBE will perform; The Contractor shall provide information with their bid showing that each DBE listed by the Contractor is certified in the NAICS code(s) for the kind of work the DBE will be performing.
- iii. The dollar amount of participation for each DBE firm participating; Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- iv. Written confirmation from the DBE committed to participating in the contract, as provided in the prime contractor's commitment.
- v. If the contract goal is not met, evidence of good faith efforts must be provided.

Failure by a bidder to furnish the above information may subject the bid to disqualification. Also, failure by the bidder to submit satisfactory evidence of good faith efforts may subject the bid to disqualification.

Award of a contract by the Department to a Prime Contractor who has listed DBE participants with the bid may not constitute final approval by the Department of the listed DBE. The Department reserves the right to approve or disapprove a Disadvantaged firm after a review of

the Disadvantaged firm's proposal participation. Payment to the Contractor under the contract may be withheld until final approval of the listed DBEs is granted by the Department.

If the Contractor desires to substitute a DBE in lieu of those listed in the proposal, a letter of concurrence shall be required from the listed DBE prior to approval of the substitution, unless this requirement is waived by the Department.

Agreements between bidder and a DBE in which promises not to provide Subcontracting quotations to other bidders are prohibited.

DEFINITION: For the purposes of this provision, the following definitions will apply: Disadvantaged Business Enterprise or DBE means a for-profit small business concern –

- (1) Ensuring at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the business.

Good Faith Efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are reputably presumed to be socially and economically disadvantaged.
 - (i) "Black Americans," which includes persons having origins, in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans," which includes persons whose origins

are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

(3) GDOT will presume that such persons are socially and economically disadvantaged only to the extent permitted by applicable federal law.

Race-conscious measure is one focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure is one being, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

DISCRIMINATION PROHIBITED: No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this contract on the grounds of race, color, sex or national origin.

The following assurance becomes a part of this contract and must be included in and made a part of each subcontract the prime contractor enters into with their subcontractors (49 CFR 26.13):

"The contractor, and/or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT – assisted contracts. Failure by the contractor to carry out these requirements is (breach) of this contract which may result in the termination of this contract or such other remedy as the Department deems appropriate".

Failure to Achieve Requirements: Periodic reviews shall be made by the Department to determine the extent of compliance with the requirements set forth in this provision. If the Contractor is found to be in noncompliance, further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of this contract. During the life of the contract, the contractor will be expected to demonstrate good faith efforts at goal attainment as provided by 49 CFR 26.

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Department's written consent to substitute and, unless the Department's consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Participation will be counted toward fulfillment of the DBE goal as follows:

- (A) When a DBE participates in a contract, the Contractor counts only the value of the work actually performed by the DBE toward DBE goals.
- (1) Count the entire amount of the portion of a construction contract (or other contract not covered by paragraph (A) (2) of this section) performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE

subcontractor purchases or leases from the prime contractor or its affiliate).

- (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the Department determines the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (B) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract the DBE performs with own forces toward DBE goals.
- (C) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
- (1) A DBE performs a commercially useful function when responsible for execution of the work of the contract and carrying out responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
 - (2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
 - (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.
 - (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.
 - (5) The Department's decisions on commercially useful function matters are subject to review by the US DOT but are not administratively appealable to the US DOT.
- (D) The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:
- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of

meeting DBE goals.

- (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may lease trucks from another DBE firm, including an owner/operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.
- (5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
- (6) For purposes of this paragraph (D), a lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
- (ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.
- (ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (E)(2)(ii) if the person both owns and operates

distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (E)(2).

- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
- (4) You must determine the amount of credit awarded to a firm for the provision of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expeditor) on a contract-by-contract basis. Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.
- (5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.
- (6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. If the contract amount under runs, the contractor will not be allowed to under run the dollar amount of DBE participation except when the DBE subcontracted items themselves under run.

REPORTS

- A. The contractor shall submit a "DBE Participation Report" on this contract monthly which shall include the following:
 1. The name of each DBE participating in the contract.
 2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
 3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
 4. The dollar value of each DBE subcontract or supply agreement.
 5. The actual payment to date of each DBE participating in the contract.
 6. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the

contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report within 30 calendar days following the end of the month may cause payment to the contractor to be withheld.

7. The Prime Contractor shall notify the Project Manager at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Manager when they begin work on the project. They must also inform the Project Manager when their forces will be doing work on the project.
- B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report.
- C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

SUBSTITUTION OF DBEs: The Contractor shall make reasonable efforts to replace a DBE Subcontractor unable to perform work for any reason with another DBE. The Department shall approve all substitutions of Subcontractors in order to ensure the substitute firms are eligible DBEs.

When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days, if necessary, at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

CERTIFICATION OF DBEs: To ensure the DBE Program benefits only firms owned and controlled by Disadvantaged Individuals, the Department shall certify the eligibility of DBEs and joint ventures involving DBEs named by bidders.

Questions concerning DBE Certification/Criteria should be directed to the GDOT EEO Office at (404) 631-1972.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

First Use 2013 Specifications: November 01, 2013
Updated July 01, 2018

SPECIAL PROVISION

PROMPT PAYMENT:

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them. Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department. If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

Prime contractors must maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years after Contract Final Acceptance. These records shall be made available for inspection upon request by any authorized representative of the Georgia Department of Transportation or USDOT.

All subcontract agreements shall contain this requirement.

DBE GOAL FORMS

The following exhibits must be submitted to complete your proposal. Please complete the forms in their entirety as applicable to the bid proposal instructions.

Exhibit 1

Letter of Intent

Exhibit 2

DBE Utilization Statement

Exhibit 3

Description of Good Faith Efforts

Exhibit 4

Monthly DBE Utilization Report

Exhibit 5

Final DBE Utilization Report

City of Augusta - Wheeler to Augusta West

Destination	Company	Contact	Phone	Email	Call	Sent On	Sent By	Processed	Deferred	Dropped	Delivered
adamsgrading@aol.com	Adams Grading Co. Inc.	Joey Adams	7702587676	adamsgrading@aol.com	6783780471	7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
adamssteering@aol.com	Adams Grading Co. Inc.	Joey Adams	7702587676	adamssteering@aol.com	6783780471	7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
sher@seraisoutheast.com	Aerial Innovations Southeast	Shari Christensen	7708860333	sher@seraisoutheast.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
fyg@aerialga.com	Aerial Innovations Southeast	Shari Christensen	7708860333	fyg@aerialga.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
mrees@atlantapaving.com	Atlanta Paving & Concrete Construction, Inc.	Mandy Nease	7702200228	mrees@atlantapaving.com	7707108930	7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
lva@avimanmanagement.com	AVIMAN Management, LLC	David Coleman		lva@avimanmanagement.com	3023775788	7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
belec@cal.comcast.net	BAE Electrical Contractors Inc	Carrie Bell-Garrison	7085411441	belec@cal.comcast.net	7067936033	7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
cammi@ballisticdycoosed.com	Ballistic Dycoosed	Camille Bell-Garrison	7085411441	cammi@ballisticdycoosed.com	7065402316	7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
danor251@aol.com	Balcher Enterprises	Dan Balcher	855637773	danor251@aol.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
bushnield@yahoo.com	Bushnield Tractor, Inc.	Lewis Bly	70647352987	bushnield@yahoo.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
gibbs01@gmail.com	By Bly & Pittman Construction Co Inc	Belth Buffington	70647352987	gibbs01@gmail.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
mlsb@bbs@aol.com	Burkington & Smith	Debbie Staal	7708881949	mlsb@bbs@aol.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
cbk@cbkmechanical.com	CBK Mechanical	Doe Jones	7708881949	cbk@cbkmechanical.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
cfc@cs.com	Celebrity Fence Co Inc	Jimmy Masangili	7705078811	cfc@cs.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
jlmms2@gmail.com	Cheach	Jo Shuler	8284736022	jlmms2@gmail.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
HNICHOLS.CHEACH@FRONTIER.COM	Cheach Construction Company	Jo Shuler	8284736022	HNICHOLS.CHEACH@FRONTIER.COM		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
jlmms2@gmail.com	Cheach Construction Company	Jimmy Masangili	423-261-5421	jlmms2@gmail.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
angela@contessa-cs.com	Contessa Construction Services, LLC	Angela Ellwood	4045470443	angela@contessa-cs.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
csurvey@aol@gmail.com	CSI Centerline Surveying, Inc.	Catherine Weatherly	7087820818	csurvey@aol@gmail.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
cymco7@yahoo.com	Cymco 7	Charles Sims	7709873128	cymco7@yahoo.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	0	0	1	0
dmech1104@gmail.com	D & L Utility Contractors, Ue	Donald Mehin	678-860-3917	dmech1104@gmail.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
freeman.h@epbrothers.com	Eppe Brothers	Freeman Harfisan	4787455339	freeman.h@epbrothers.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
jae@epbrothers.com	Eppe Brothers	Jan Eppe	4787455339	jae@epbrothers.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
sally@thaynie.com	F.L. Haynie Construction Company Inc.	Frank Haynie	7707175751	sally@thaynie.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
familyhauling.lnc@gmail.com	Family Hauling, Inc.			familyhauling.lnc@gmail.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
gcpw@ballsouth.net	Georgia Carolina Paving Company	Michael Shanks	813-443-0884	gcpw@ballsouth.net		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
estimating@gosalico.com	Gosalia Concrete Constructors	David Baker	8134430984	estimating@gosalico.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
baker@gosalico.com	Gosalia Concrete Constructors	Tim Sturgill	8134430984	baker@gosalico.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
tsurgill@gosalico.com	Gosalia Concrete Constructors	Jim Warner	8134430984	tsurgill@gosalico.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
jlm.w@jlmw@aol.com	Gosalia Concrete Constructors	Wendy McCreary	4702873865	jlm.w@jlmw@aol.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
wendy@jlmw@aol.com	GP Hardscape Powers, LLC	Jason Gray	578-435-7636	wendy@jlmw@aol.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
jray@eggraffic.com	GTS Traffic Signals LLC	Kristopher Parker	678-435-7636	jray@eggraffic.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
kristopher@eggraffic.com	GTS Traffic Signals LLC	Parker Jenkins		kristopher@eggraffic.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
chandra@highwayservices.net	Highway Services Inc.	Chandra Ramey	6788878920	chandra@highwayservices.net		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
jan@highwayspecialtiesinc.com	Highway Specialties, Inc.	Jan Nicholson	8502563387	jan@highwayspecialtiesinc.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
quotes@hscinc.us	Interstate Sealant & Concrete	Quots		quotes@hscinc.us		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
slapp@interstateadant.com	Interstate Sealant & Concrete	Sean Lippert	282-547-6316	slapp@interstateadant.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
donna@jake-hartman-don.com	Jake Martin & Son Contractors, Inc.	Denna Dayton	7706510014	donna@jake-hartman-don.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
janstruck@jahoo.com	Jeffery Harris Trucking, Inc.	Kenda Wheeler	2089338473	janstruck@jahoo.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
hmb@bbs@aol.com	K.E. Wheeler Construction, LLC	Amy Starnes	7703186291	hmb@bbs@aol.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
estimating@laglapdev.com	Legnappe Development Co., Inc.	Marlo Hernandez	8788873455	estimating@laglapdev.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
mhm@reinfocorsteel@gmail.com	Marlo's Reinforce Steel LLC			mhm@reinfocorsteel@gmail.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
ebm@lagl@gmail.com	Mealing Venture, LLC	Tim Churchwell	478341094	ebm@lagl@gmail.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
tburchwell@middlegeorgiasigns.com	Middle Georgia Signs	Dana Dykes	478341094	tburchwell@middlegeorgiasigns.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
designertrucker@midspring.com	Paulette Trucking Enterprise	Art Moore	4439923521	designertrucker@midspring.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
art@pmstusa.com	Professional Maintenance Systems Inc.	Imo Okwu	4049750478	art@pmstusa.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
info@quatum-hic.com	Quatum-Hic International, Inc.	Sylvia Rider	7088876725	info@quatum-hic.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
ridg@ridg@gmail.com	Rider Grinding Services	Jon DelGozza	470-545-1888	ridg@ridg@gmail.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
jo@grmatic.com	Road Runner Highway Signs, LLC			jo@grmatic.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
rbtrucking@llc.com	RBT Trucking, LLC	Clint Butler	7085168484	rbtrucking@llc.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
cbutler@rutherfordord.com	Rutherford Contracting	Lanite Street	9123848301	cbutler@rutherfordord.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
tonf@reinfocorsteel.com	S & S Asphalt & Concrete			tonf@reinfocorsteel.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
info@reinfocorsteel.com	Southeast Commercial Fence, Inc.			info@reinfocorsteel.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
patny@at.egs-southernadvanced.com	Southern Advanced Solutions	Patny Patie	2284680004	patny@at.egs-southernadvanced.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
btrem@gmail.com	Stambridge Custom Metals, Inc.	Bradford Stambridge	770-855-6139	btrem@gmail.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
jenks@summitllc.com	Summit Lighting Solutions	Jamett Jenks	7706576049	jenks@summitllc.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
superiorforms.ellshachambers@gmail.com	Superior Form	Scott Capps	8038573101	superiorforms.ellshachambers@gmail.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
ten4hauling@yaho.com	TEN 4 Hauling, LLC	Lindsay Tidwell	6782518168	ten4hauling@yaho.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
estimates@benancompany.com	The Sharon Company, Inc.	Herold Cook	4047979678	estimates@benancompany.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
lindsey@lindwellaffsolutions.com	Thwell Traffic Solutions	Terrell Troopers, Inc	8648522570	lindsey@lindwellaffsolutions.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
bl@thwconstruction.com	Tracor Construction	Teresa Turner	2287825554	bl@thwconstruction.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1
turner.a@erose@gmail.com	Turner Company and Erosion Control			turner.a@erose@gmail.com		7/16/2024 5:18 PM ET	Bids at E.R. Snell via Caleb Hoffman	1	0	0	1

Item 11.

drice@wooskconstruction.net worksforlaw@chalter.net	Two Oaks Construction LLC Works of Art Lawn Maintenance & Construction	David Rice Randy Torbert	205-968-0860 7068328730	drice@wooskconstruction.net worksforlaw@chalter.net	205-968-0860	7/15/2024 5:18 PM ET 7/15/2024 5:18 PM ET	Bids at E.R. Snell Via Caleb Hoffman Bids at E.R. Snell Via Caleb Hoffman	1 1	0 0	0 0	1 1
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LOCALIQ

The Augusta Chronicle
Athens Banner-Herald
Savannah Morning News

PO Box 631697 Cincinnati, OH 45263-1697

AFFIDAVIT OF PUBLICATION

Kelley Pollard
E R Snell Contractor Inc
1785 Oak RD
Snellville GA 30078-2233

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:

07/10/2024, 07/17/2024

and that the fees charged are legal.
Sworn to and subscribed before on 07/17/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$35.00	
Tax Amount:	\$0.00	
Payment Cost:	\$35.00	
Order No:	10351331	# of Copies:
Customer No:	771392	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance

AMY KOKOTT
Notary Public
State of Wisconsin

ITB #24-213

E.R. Snell Contractor, Inc. is soliciting quotes for Erosion Control, Curb & Gutter, Fence, Highway Signs, Pavement Markings, Traffic Signals, Handrail, Grassing and Hauling for ITB #24-213 Construction Services for CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway for the City of Augusta. Please send all QUOTES and REQUESTS for plans/specs to bids@ersnell.com by July 29th, 2024. Plans will be available via Email Access to a Cloud Account.

MONTHLY DBE UTILIZATION REPORT

(To be submitted with monthly pay application/ invoice)

Report No.

CONTRACT #:	CONTRACT AMOUNT: \$	DATE FORM SUBMITTED:
PROJECT DESCRIPTION:	PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:	PERIOD ENDING:	
CONTACT PERSON:	TELEPHONE #:	FAX #

SUBCONTRACTING INFORMATION

DBE Subcontractor	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amount Paid This Period	Amount Paid To Date	Gender		Ethnic Category			
						M	F	B	H	A	W

TO BE SUBMITTED BY THE 15TH OF EACH MONTH TO AUGUSTA, GEORGIA'S CONTRACT REPRESENTATIVE AND THE DBE LIAISON jackson@augustaga.gov

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge.

Prime Authorization Signature:	Title:	Date:
This section for Compliance Department Only		
Approved ☐	Rejected ☐	Reason for rejection:
DBE Authorized Signature:	Title: DBE Coordinator	Date:

Note: The information provided herein is subject to verification by Augusta, Georgia's DBE Liaison.

Bid Item #24-213 Construction Services for CR 601/Wheeler Road from 1-20 to CR 804/Augusta West Parkway
Bid Due: Wednesday, July 31, 2024 @ 3:00 p.m.
Page 29 of 31



EXHIBIT 1

Project Name: Wheeler Rd from I-20
to Augusta West Pkwy

Bid Number: #24-213

LETTER OF INTENT

Disadvantaged Business Enterprise (DBE)
(This page shall be submitted for each DBE firm)

Bidder/Officer: Name: E.R. Shew Contractor, Inc.
Address: 1785 Oak Rd
City: Shelburne State: GA Zip: 30078

DBE Firm: DBE Firm: C&G Concrete Construction Co., Inc.
Address: 1445 Willingham Drive
City: East Point State: GA Zip: 30344

DBE Contact Person: Name: Curtis Royster Phone: 404-684-5963

DBE Certifying Agency: GDOT DBE Expiration Date: 01/31/2026
Each DBE firm shall submit evidence (such as a photocopy) of their certification status.

Classification: ☐ Prime Contractor ☒ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
<u>20,25,30,35,40,45,50,55,60,65</u>	<u>Flatwork</u>		<u>\$504,006.00</u>

The Bidder/Officer is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 504,000.00 Percent of total contract: 10.02 %

AFFIRMATION:

The above-named DBE firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: Curtis Royster Vice President
(Signature) (Title)

**** In the event the bidder/officer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**



EXHIBIT 2

Project Name: Wheeler Rd From I20 to Augusta West Parkway

Bid Number: 24-213

UTILIZATION STATEMENT
Disadvantaged Business Enterprise (DBE)

The DBE goal for this project is 10%.

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

- ☒ The bidder/offeror is committed to the minimum of 10% DBE utilization on this contract
- ☐ The bidder/offeror, while unable to meet the DBE contract goal of 10%, hereby commits to a minimum of _____% DBE utilization on this contract and submits the attached documentation as evidence demonstrating good faith efforts (GFE) in seeking participation by certified DBE firms.

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm or firms identified within the submitted Letter of Intent forms have agreed to perform a commercially useful function (CUF) for the indicated work elements.

The undersigned further understands that no changes to this statement may be made without prior approval from the Owner and the Federal Highway Administration.

E.R. Snell Contractor, Inc
Bidder's/Offeror's Firm Name

[Signature]
Signature

July 31, 2024
Date

DBE UTILIZATION SUMMARY

Percentage	Contract Amount	DBE Amount	Contract
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ <u>504,000</u> x 1.00 =	\$ <u>504,000.00</u>	<u>10.02</u> %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ <u>504,000.00</u>	<u>10.02</u> %
DBE Goal		\$ <u>504,000.00</u>	<u>10.02</u> %

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

**EXHIBIT 3****DESCRIPTION OF GOOD FAITH EFFORTS**

If you will not meet the Disadvantaged Business Enterprise (DBE) goal as set forth in the solicitation in addition to the information included on the Statement of Interested Subcontractors and Statement of Interest of Bid Proposals/Price Quotations submitted with your bid/proposal, please provide a narrative explanation of why you cannot meet the DBE goal and the steps taken to include DBEs in your bid/proposal. Describe specific actions (i.e., phone calls, etc.). please provide copies of any solicitation notices sent, whether by email, fax or mail, and the amount of time given for response. Describe efforts to follow up initial communications. Identify the individuals from your organization who performed these activities. Attach additional pages as needed.

I hereby attest that I have exercised Good Faith Efforts (GFE) to meet the City's federally required Disadvantaged Business Enterprise (DBE) goal for this project. Despite such GFE, I have not been able to meet the DBE goal for this Project.

TRW
Signature

Tom Cloner - Vice President
Name and Title (typed or printed legibly)

E.R. Sherr Contractor, Inc.
Name of Firm

July 31, 2024
Date



CHECKLIST OF GOOD FAITH EFFORTS

A bidder or Proposer that does not meet the City's DBE participation benchmark is required to demonstrate that it made "Good Faith Efforts (GFE)". Please indicate whether any of the following actions were taken.

	YES ☐	NO ☐	CHECKLIST OF GOOD FAITH EFFORTS
1			Attendance at a Pre-Bid/Pre-Proposal Meeting, if any, scheduled by the City to inform DBEs of subcontracting opportunities under a given solicitation; Advertisement for solicitation of DBEs in general circulation media, trade association publications, and minority-focus media, to provide notices of subcontracting opportunities.
2			Advertisement in general circulation media at least seven (7) days prior to Bid/Proposal opening any and all Subcontractor opportunities. Proof of advertisement must be submitted with the Bid/Proposal.
3			Provided interested DBEs with timely, adequate information about the plans, specifications, and other such requirements of the Contract to facilitate their quotation and conduct follow up to initial solicitations.
4			Provided written notice to DBEs that their interest in subcontracting opportunities or furnishing supplies is solicited. Provided a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, and the amount of the quoted price if one was obtained.
5			Efforts were made to divide the work for DBE subcontracting in areas likely to be successful and identify portions of work available to DBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a Bidder/Proposer to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
6			Efforts were made to assist potential DBE subcontractors to meet bonding, insurance or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that a DBE could not readily and economically obtain them in the marketplace.
7			Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of DBEs.
8			Communication with the GDOT or the City's DBE Office seeking assistance in identifying available DBEs.
9			Exploration of joint venture opportunities with DBEs.
10			Other actions (specify): _____

Please provide written explanation to any "no" answers listed above (by number):

This list is a guideline and by no means exhaustive. The City will review these efforts, along with other documents, towards assessing the Bidder/Proposer's efforts to meet the City's DBE benchmark. If you require assistance in identifying certified DBEs, please contact the Procurement Department or check the GDOT website

GOOD FAITH EFFORTS

Attention Bidder/Proponent: List all subcontractors or suppliers that were contacted regarding this project. Use additional sheets as necessary.

Failure to complete this form, in its entirety with supporting documentation, will result in the bid being considered non-responsive to bid or proposal specification.

If you have failed to secure DBE participation and you have subcontracting and/or supplier opportunities or if your participation is less than the DBE Goal, you **must** complete this form.

Name of DBE Subcontractor/Supplier	Address	Phone	Email	Person Contacted	Date Contacted	Scope of Work Solicited	Method of Communication	Results of Contact

Bidder/Proponent's

Signature

Project Name

Date

Bid #

Project Goal

NO RESPONSE LETTER

please submit by response due date

Bid Item #24-213	Construction Services for CR 601/Wheeler Road from 1-20 to CR 804/Augusta West Parkway	Due: Wednesday, July 31, 2024 @ 3:00 p.m.
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To: Augusta, Georgia - Procurement Department

This is to certify that _____ will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

- ☐ Unavailability of required resources
- ☐ Prior commitments
- ☐ Inadequate anticipated funding Level
- ☐ Project Duration
- ☐ Potential conflict of interest
- ☐ Duplication of ongoing effort
- ☐ Other (please explain)

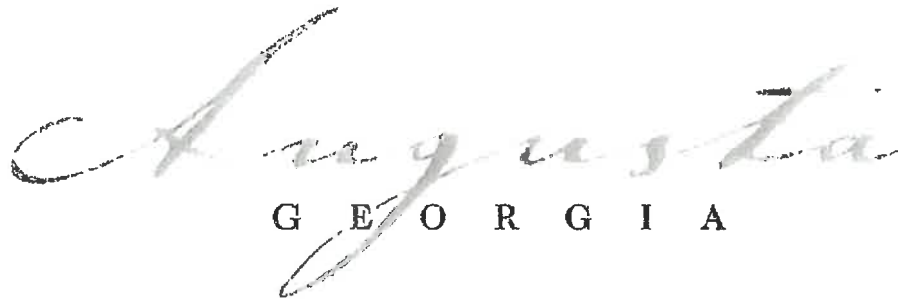
Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: ____/____/20____



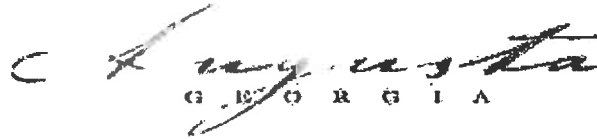
**CR 601/Wheeler Road from I-20 to
CR 804/Augusta West Parkway
PI#0012867**

INVITATION TO BID #24-213

Federally Funded Project

2024

POC: Hameed Malik, Ph.D., PE, Director
ENGINEERING DEPARTMENT
CITY OF AUGUSTA, AUGUSTA, GA

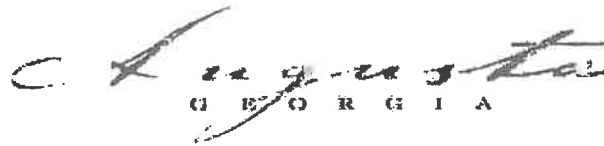


**CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway
PI# 0012867**

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AUGUSTA ENGINEERING DEPARTMENT

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SECTION 1: INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

IB-01 GENERAL

All proposals must be presented in a sealed envelope, addressed to the Owner. The proposal must be filed with the Owner on or before the time stated in the invitation for bids. Mailed proposals will be treated in every respect as though filed in person and will be subject to the same requirements.

Proposals received subsequent to the time stated will be returned unopened. Prior to the time stated any proposal may be withdrawn at the discretion of the bidder, but no proposal may be withdrawn after bid closing and for a period of sixty (60) days after bids have been awarded, pending the execution of contract with the successful bidder.

The DBE Goal for the Project is 10%. GDOT Standard Specifications Construction of Transportation Systems, 2021 Edition, and applicable special provisions and supplemental specifications apply to the contract. *(Federal Clause)*

Bidder Submitting a bid \$2,000,000 or less must be either a prequalified contractor or a registered subcontractor with GDOT. Bidders submitting a bid in excess of \$2,000,000 must be prequalified with GDOT. *(Federal Clause)*. The contractor shall also have General Contractor License, Utility contractor license or Utility Licensed manager as on-site construction team member and has ability to work in the state of Georgia.

IB-02 EXAMINATION OF WORK

Pre-Bid Conference will be held on Monday, July 15, 2024 @ 11:00 a.m.
Via Zoom Meeting ID: 889 2138 2488; Passcode: 24213.

Each bidder shall, by careful examination, satisfy himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the

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work or the cost thereof under the contract. No oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations therein.

IB-03 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of plans, specifications or other prebid documents will be made to any bidder orally.

Every request for such interpretation should be in writing fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department, Geri Sams – Director, 535 Telfair Street, Suite 605, Augusta, Georgia, 30901 and to be given consideration must be received by Tuesday, July 16, 2024 @ 5:00 P.M. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent to the Augusta, GA Procurement Director. The Procurement Director shall send by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than five working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

IB-04 PREPARATION OF BIDS

Bids shall be submitted on the forms provided and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid.

Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will not be considered unless specifically called for.

Telegraphic bids will not be considered. Modifications to bids already submitted will be allowed if submitted by telegraph prior to the time fixed in the

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Invitation for Bids. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

Bids by wholly owned proprietorships or partnerships will be signed by all owners. Bids of corporations will be signed by an officer of the firm and his signature attested by the secretary thereof who will affix the corporate seal to the proposal.

NOTE: A 10% Bid Bond is required in all cases. (*Federal Clause*)

IB-05 BASIS OF AWARD

The bids will be compared on the basis of unit prices, as extended, which will include and cover the furnishing of all material and the performance of all labor requisite or proper, and completing of all the work called for under the accompanying contract, and in the manner set forth and described in the specifications.

Where estimated, quantities are included in certain items of the proposal, they are for the purpose of comparing bids. While they are believed to be close approximations, they are not guaranteed. It is the responsibility of the Contractor to check all items of construction. In case of error in extension of prices in a proposal, unit bid prices shall govern.

The bid will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements per section 103.02. (*Federal Clause*)

Payment to CONTRACTOR will be made only for actual quantities of Work performed or materials furnished in accordance with Contract and it is understood that quantities may be increased or decreased as provided in Section 23 of Special Conditions.

IB-06 BIDDER'S QUALIFICATIONS

No proposal will be received from any bidder unless he can present satisfactory evidence that he is skilled in work of a similar nature to that covered by the contract and has sufficient assets to meet all obligations to be incurred in carrying out the work. He shall submit with his proposal, sealed in a separate envelope, a FINANCIAL EXPERIENCE AND EQUIPMENT STATEMENT, giving reliable information as to working capital available, plant equipment, and his experience and general qualifications.

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The principal firm(s) submitting bids must be firms regularly engaged in the provision of direct contractor services. In addition, each firm must be experienced in the construction by at least three (5) projects of similar size/type within the past three (3) years. The identity of those projects must be supplied sealed in a separate envelope. The statement of qualification must be of sufficient detail to demonstrate the firm's ability to perform all aspects of the scope of work.

The Statement shall address the following items in the exact order and format:

1. Firm's Contractor experience and ability to perform as Contractor for projects of similar size and complexity to the proposed facility.
2. Submit a listing of previous contracts with references on which your firm performed construction services on which a stipulated sum and bonding was provided.
3. Identify the firm's current bonding capacity
4. Provide a history of the firm, including years in business and number individuals employed by the firm.
5. Firm's experience and professional qualifications of proposed key jobsite staff:
 - a. Provide a listing of all key staff that would be assigned to this project at the jobsite and perform all major aspects of the on-site responsibilities.
 - b. Provide a detailed resume of each of proposed jobsite staff, including all positions held within the past 5 years and references.
 - c. Provide an organizational chart of the firm and proposed jobsite project staff.

The owner may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to him all such additional information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by the bidder or investigation of him fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Part of the evidence required above shall consist of a list of the names and addresses of not less than five (5) firms or corporations for which the bidder has done similar work.

IB-07 PERFORMANCE and PAYMENT BOND

At the time of entering into the contract, the Contractor shall give bond to the owner for the use of the owner and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of such contract, conditional for the payment as they become due, of all just claims for such work, tools, machinery, skill

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and terms, for saving the owner harmless from all cost and charges that may accrue on account of the owner performing the work specified, and for compliance with the laws pertaining thereto.

When performance and/or payment bonds are required per section 103.5, The performance bond of 100% of contract amount and payment bond of 110% of contract amount is required. Performance and payment bonds shall be issued by a solvent corporate surety authorized to do business in the State of Georgia and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

Attorneys-in-fact who sign bonds must file with each copy thereof, a certified and effectively dated copy of the power of attorney.

IB-08 REJECTION OF BIDS

These proposals are asked for in good faith, and awards will be made as soon as practicable, provided satisfactory bids are received. The right is reserved, however to waive any informalities in bidding, to reject any and all proposals, or to accept a bid other than the lowest submitted if such action is deemed to be in the best interest of the Owner.

Bid may be rejected if any of the Unit Prices are obviously unbalanced. The Owner will decide whether any Unit Prices are unbalanced either excessively above or below a reasonable cost analysis value determined by the Engineer, particularly if these unbalanced amounts are substantial and contrary to the interest of the Owner.

Bid may be rejected as irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids, erasures or changes not initialed, or other irregularities.

IB-09 TITLE VI

The (City of Augusta) in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure

AUGUSTA ENGINEERING DEPARTMENT**0012867**

that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. (Federal Clause)

IB-10: START OF WORK: FEDERAL CLAUSES

The completed DBE Goals Form, Federal Aid Certification, and Georgia Security and Immigration Compliance Act Affidavit shall be submitted with the bid.

Before Start of Work Preconstruction conference will be held with at minimum, sponsor, contractor, Selected DBE firms GDOT Area Engineer and GDOT Project Manager.

All Construction Project require the use of Davis- Bacon Wage rates regardless of physical location. Include a copy of the current wage rate determination in the bid document. The web site for the wage rates is: <http://www.wdol.gov/dba.aspx#0>. To find the wage rate determination, select the State and county in which the project is located and then select HIGHWAY.

All testing is to meet the requirements outlined in the GDOT sampling, Testing, and Inspection Guide.

Contractor shall use suppliers on the appropriate GDOT Qualified Products List.

SECTION 2: GEORGIA PROMPT PAY ACT

**BID ITEM #24-213 - CR 301/Wheeler Road from I-20 to
CR 804/Augusta West Parkway
PI# 0012867**

Augusta, GA

GEORGIA PROMPT PAY ACT

This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

All claims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Contractor, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

Notwithstanding any provision of the law to the contrary, the parties agree that no interest shall be due Contractor on any sum held as retainage pursuant to this Agreement and Contractor specifically waives any claim to same.

NOTICE

All references in this document, which includes all papers, writings, drawings, plans or photographs to be used in connection with this document, to "Richmond County Board of Commissioners" shall be deemed to mean "Augusta Richmond County Commission-Council and all references to "Chairman" shall be deemed to mean "Mayor".

DISPOSALS

Prior to any material from this project being wasted or otherwise disposed of outside the project limits the Contractor shall furnish the Engineer a copy of written permission, signed by the property owner (or his authorized agent) describing the estimated amount and type of material to be placed on said property. If any portland cement concrete, asphaltic concrete, wood or other such materials are to be wasted on the property, a copy of the owner's Inert landfill permit, issued by the Environmental Protection Division shall be furnished to the Engineer prior to any such waste being removed from the project.

In all cases, regardless of the material being wasted, a grading permit issued by Augusta Richmond County must be furnished to the Engineer.

AUGUSTA ENGINEERING DEPARTMENT

CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway

SECTION 3: BID PROPOSAL

Date: July 31, 2024

Gentlemen:

In compliance with your invitation for bids dated July 31, 2024, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

**CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway
PI# 0012867**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

Five million, Twenty seven thousand, nine hundred
nine dollars and seventy one cents DOLLARS
(\$5,027,990.71)

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

The undersigned hereby agrees that, if awarded the contract, he will commence the work within 10 calendar days after the date of written notice to proceed, and that he will complete all work within 545 calendar days.

The undersigned acknowledges receipt of the following addenda:

Addendum Number:

Addendum Date:

1

7/24/24

Respectfully submitted:

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

1785 Oak Rd, Snellville, GA 30078
(Business Address)

By: [Signature]

Title: Vice President

AUGUSTA ENGINEERING DEPARTMENT
CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway

000-1000	Force Account	1	LS	\$400,000	\$400,000
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WHEELER ROAD FROM I-20 to CR 804/AUGUSTA WEST PKWAY					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
150-1000	TRAFFIC CONTROL -- 0012867	1	LS	124.00.00	124,100.00
210-0100	GRADING COMPLETE -- 0012867	1	LS	814,850.01	814,850.00
318-3000	AGGR SURF CRS	275	TN	85.75	23,581.25
402-1801	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL	35	TN	512.00	17,920.00
441-0016	DRIVEWAY CONCRETE, 6 IN TK	19	SY	128.00	2,432.00
441-0104	CONC SIDEWALK, 4 IN	3383	SY	74.75	252,879.25
441-0108	CONC SIDEWALK, 8 IN	966	SY	148.00	142,968.00
441-0740	CONCRETE MEDIAN, 4 IN	429	SY	68.75	29,493.75
441-0748	CONCRETE MEDIAN, 6 IN	114	SY	140.00	15,960.00
441-4020	CONC VALLEY GUTTER, 6 IN	460	SY	162.00	74,520.00
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	475	LF	37.25	17,693.75
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	1689	LF	37.25	62,915.25
441-6022	CONC CURB & GUTTER, 6 IN X 30 IN, TP 2	1304	LF	40.75	53,138.00
441-6720	CONC CURB & GUTTER, 6 IN X 30 IN, TP 7	2700	LF	40.75	110,025.00
441-7012	CURB CUT WHEELCHAIR RAMP, TYPE B	1	EA	1750.00	1,750.00
610-0213	REM CHAIN LINK FENCE, 6 FT	235	LF	11.50	2,702.50
611-5015	RESET CHAIN LINK FENCE, 6 FT	235	LF	52.50	12,337.50
634-1200	RIGHT OF WAY MARKERS	98	EA	169.00	16,562.00
999-5200	DETECTABLE WARNING SURFACE	25	SF	88.75	2,218.75
310-1101	GR AGGR BASE CRS, INCL MATL	1035	TN	66.00	68,310.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	50	TN	387.00	19,350.00
402-3102	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, BLEND 1, INCL BITUM MATL & H LIME	101	TN	110.00	11,210.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	213	TN	220.00	46,860.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	655	TN	108.00	70,740.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	234	TN	271.00	64,116.00
402-4510	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	996	TN	123.00	122,508.00

AUGUSTA ENGINEERING DEPARTMENT

CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway

413-0750	TACK COAT	1322	GL	3.60	4,759.20
432-0206	MILL ASPH CONC PVM, 1 1/2 IN DEPTH	15980	SY	2.75	43,945.00
432-5010	MILL ASPH CONC PVM, VARIABLE DEPTH	2860	SY	3.80	10,868.00
446-1100	PVM REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	2060	LF	8.40	17,304.00
500-9999	CLASS B CONC, BASE OR PVM WIDENING	250	CY	464.00	116,000.00
550-5150	STORM DRAIN PIPE, 15 IN, CLASS III	15	LF	318.00	4,770.00
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	22	LF	267.00	5,874.00
600-0001	FLOWABLE FILL	4	CY	778.00	3,112.00
611-3000	RECONSTR CATCH BASIN, GROUP 1	2	EA	10000.00	20,000.00
668-1100	CATCH BASIN, GP 1	2	EA	10000.00	20,000.00
668-2100	DROP INLET, GP 1	2	EA	9150.00	18,300.00
668-5000	JUNCTION BOX	6	EA	8450.00	50,700.00
163-0232	TEMPORARY GRASSING	0.401	AC	4020.00	1,632.07
163-0240	MULCH	25	TN	463.00	11,575.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	2	EA	2270.00	4,540.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	39	EA	410.00	15,990.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	6105	LF	.12	732.60
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	2	EA	1000.00	2,040.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	39	EA	179.00	6,981.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	4	EA	349.00	1,396.00
167-1500	WATER QUALITY INSPECTIONS	18	MO	2280.00	41,040.00
171-0010	TEMPORARY SILT FENCE, TYPE A	12210	LF	5.00	61,050.00
700-8000	FERTILIZER MIXED GRADE	0.260	TN	2920.00	759.20
700-8100	FERTILIZER NITROGEN CONTENT	40.05	LB	16.50	660.83
700-8300	SOD	3877	SY	14.75	57,185.75
610-6515	REM HIGHWAY SIGN, STD	13	EA	233.00	3,029.00
611-5360	RESET HIGHWAY SIGN	13	EA	321.00	4,173.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	195	SF	32.75	6,386.25
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	220	SF	35.00	7,700.00
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	261	SF	116.00	30,276.00
636-2070	GALV STEEL POSTS, TP 7	588	LF	18.75	11,025.00
653-0110	THERMOPLASTIC PVM MARKING, ARROW, TP 1	7	EA	88.00	616.00
653-0120	THERMOPLASTIC PVM MARKING, ARROW, TP 2	40	EA	88.00	3,520.00
653-0130	THERMOPLASTIC PVM MARKING, ARROW, TP 3	1	EA	176.00	176.00
653-0170	THERMOPLASTIC PVM MARKING, ARROW, TP 7	2	EA	176.00	352.00

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CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway

653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	4	EA	176.00	704.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	8775	LF	.59	5,177.25
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	4784	LF	.59	2,822.56
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	440	LF	8.80	3,872.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	8300	LF	3.50	29,050.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	3750	GLF	.41	1,537.50
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	580	SY	8.80	5,104.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	351	SY	8.80	3,088.80
654-1001	RAISED PVMT MARKERS TP 1	86	EA	5.85	503.10
654-1003	RAISED PVMT MARKERS TP 3	326	EA	5.85	1,907.10
639-3004	STEEL STRAIN POLE, TP IV - W/55 FT MAST ARM	2	EA	39200.00	78,400.00
639-3004	STEEL STRAIN POLE, TP IV - W/60 FT MAST ARM	1	EA	42000.00	42,000.00
639-3004	STEEL STRAIN POLE, TP IV - W/50 FT MAST ARM	1	EA	33600.00	33,600.00
639-3004	STEEL STRAIN POLE, TP IV - W/35 FT AND 55 FT MAST ARMS	1	EA	48900.00	48,900.00
639-3004	STEEL STRAIN POLE, TP IV - W/65 FT MAST ARM	5	EA	46200.00	231,000.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -- 1 INTERSTATE PARKWAY	1	LS	111400.00	111,400.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -- 2 WEST WHEELER PARKWAY	1	LS	97900.00	97,900.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -- 3 AUGUSTA WEST PARKWAY/MEDICAL CENTE DRIVE	1	LS	123500.00	123,500.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN (SIGNALS)	5170	LF	9.45	48,886.50
682-9950	DIRECTIONAL BORE -- 3 IN (SIGNALS)	2070	LF	16.00	33,120.00
682-9950	DIRECTIONAL BORE -- 7 IN	980	LF	24.00	23,520.00
682-9950	DIRECTIONAL BORE -- 5 IN	80	LF	19.25	1,540.00
687-1000	TRAFFIC SIGNAL TIMING -- AUGUSTA WEST PARKWAY/MEDICAL CENTER	1	LS	4660.00	4,660.00
687-1000	TRAFFIC SIGNAL TIMING -- WEST WHEELER PARKWAY	1	LS	4660.00	4,660.00
687-1000	TRAFFIC SIGNAL TIMING -- INTERSTATE PARKWAY	1	LS	4660.00	4,660.00
937-4000	INDUCTANCE LOOP DETECTION SYSTEM, NO -- 3 AUGUSTA WEST PARKWAY/MEDICAL CENTER DRIVE	1	LS	10400.00	10,400.00
937-4000	INDUCTANCE LOOP DETECTION SYSTEM, NO -- 1 INTERSTATE PARKWAY	1	LS	10400.00	10,400.00
937-4000	INDUCTANCE LOOP DETECTION SYSTEM, NO -- 2 WEST WHEELER PARKWAY	1	LS	10400.00	10,400.00
937-4100	PEDESTRIAN DETECTION SYSTEM, NO -- 1 INTERSTATE PARKWAY	1	LS	4570.00	4,570.00
937-4100	PEDESTRIAN DETECTION SYSTEM, NO -- 2 WEST WHEELER PARKWAY	1	LS	2380.00	2,380.00

AUGUSTA ENGINEERING DEPARTMENT
CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway

937-4100	PEDESTRIAN DETECTION SYSTEM, NO -- 3 AUGUSTA WEST PARKWAY/MEDICAL CENTER DRIVE	1	LS	5,140.00	5,140.00
937-6040	VIDEO DETECTION SYSTEM, NO -- 3	1	LS	80,100.00	80,100.00
937-6040	VIDEO DETECTION SYSTEM, NO -- 2	1	LS	80,100.00	80,100.00
937-6040	VIDEO DETECTION SYSTEM, NO -- 1	1	LS	80,600.00	80,600.00
500-3201	CLASS B CONCRETE, RETAINING WALL, No. 1	10	CY	4090.00	40,900.00
500-3110	CLASS A CONCRETE, TYPE P1, RETAINING WALL	80	LF	3720.00	297,600.00
515-2020	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	80	LF	222.00	17,760.00
500-3201	CLASS B CONCRETE, RETAINING WALL, No. 3	14	CY	1200.00	16,800.00
682-2160	PULL BOX, TYPE 6	9	EA	2860.00	25,740.00
682-2170	PULL BOX, TYPE 7	3	EA	3270.00	9,810.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN (ITS)	5495	LF	9.45	51,927.75
682-9950	DIRECTIONAL BORE -- 3 IN (ITS)	5400	LF	16.50	89,100.00
935-1117	OUTSIDE PLANT FIBER OPTIC CABLE, LOOSE TUBE, SINGLE MODE, 96 FIBER	6720	LF	3.55	23,856.00
935-1512	OUTSIDE PLANT FIBER OPTIC CABLE, DROP, SINGLE MODE, 12 FIBER	435	LF	3.55	1,544.25
935-3102	FIBER OPTIC CLOSURE, UNDERGROUND, 12 FIBER	4	EA	1340.00	5,360.00
935-3502	FIBER OPTIC CLOSURE, FDC (WALL MOUNTED), 12 FIBER	4	EA	631.00	2,524.00
935-4010	FIBER OPTIC SPLICE, FUSION	12	EA	55.50	666.00
935-8000	TESTING	1	LS	1920.00	1,920.00
936-4000	CCTV CAMERA SYSTEM, TYPE 1	4	EA	6890.00	27,560.00
939-2300	FIELD SWITCH, TYPE A	4	EA	4360.00	17,440.00
SUBTOTAL WHEELER ROAD AT AUGUSTA WEST PARKWAY					

FORCE ACCOUNT:	\$400,000
GRAND TOTAL	\$5,027,990.71

GRAND TOTAL

Five million, twenty seven thousand, nine hundred ninety dollars and seventy one cent 5

DOLLARS



***GRADING COMPLETE: THE REMOVAL AND DISPOSAL OF ALL MISCELLANEOUS ROADWAY ITEMS, UTILITY ITEMS, AND DRAINAGE ITEMS (I.E. DEMOLITION ITEMS), SHALL BE INCLUDED IN THE ITEM OF GRADING COMPLETE, UNLESS OTHERWISE**

AUGUSTA ENGINEERING DEPARTMENT**CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway**

ESTABLISHED AS SEPARATE CONTRACT ITEMS. THIS WORK SHALL INCLUDE BUT NOT BE LIMITED TO THE REMOVAL OF PAVEMENT, CONCRETE, CURBS, GUTTERS, DRAINAGE STRUCTURES, LIGHT POLES, CONCRETE FOUNDATIONS, ABANDONED UTILITIES, ABANDONED STREET CAR TRACKS, AND ANY OTHER MISCELLANEOUS REMOVAL ITEMS WHETHER SHOWN ON THE PLANS OR NOT. THE ITEM OF GRADING COMPLETE SHALL ALSO INCLUDE OTHER MISCELLANEOUS ITEMS OF CONSTRUCTION NOT OTHERWISE SHOWN AS A SEPARATE PAY ITEM SUCH AS MOB/DEMOB, GENERAL CLEARING, CUT AND FILL, CONSTRUCTING SHOULDER AND SUBGRADE, SAWCUTTING, FINISH GRADING, CONSTRUCTION LAYOUT, THE HAULING AND DISPOSAL OF UNDESIRABLE OR SURPLUS MATERIALS, THE REMOVAL AND STORAGE OF SALVAGED MATERIALS, REMOVING AND/OR RESETTING MAILBOXES, REMOVING AND/OR RESETTING GATES AND FENCES, REMOVING AND/OR RESETTING IRRIGATION SPRINKER HEADS, BONDS AND INSURANCE, ETC. ALL OF THIS WORK SHALL BE PAID FOR AS GRADING COMPLETE."

*****LS (LUMP SUM) – FOR ALL LUMP SUM ITEMS, ATTACH AN ITEMIZED BREAKDOWN OF LUMP SUM AMOUNT ON SEPARATE SHEET.**

Wheeler Road Improvements - Lump Sum Breakdown

Traffic Control			
Item #	Description	UNITS	PRICE
1	ADVANCED WARNING SIGNS	LS	\$ 6,070.00
2	LANE CLOSURES	LS	\$ 65,670.00
3	CHANNELIZING DRUMS	LS	\$ 25,100.00
4	TEMPORARY STRIPING	LS	\$ 8,975.00
5	MAINTENANCE	LS	\$ 15,510.00
6	MANAGEMENT	LS	\$ 4,775.00
		TOTAL =	\$ 126,100.00

Grading Complete			
Item #	Description	UNITS	PRICE
1	CLEARING & GRUBBING	LS	\$ 17,620.00
2	GRADING	LS	\$ 322,370.00
3	CURB REMOVAL	LS	\$ 39,925.00
4	CONCRETE REMOVAL	LS	\$ 4,790.00
5	REMOVE STORM PIPE	LS	\$ 610.00
6	STORM PIPE INCIDENTALS	LS	\$ 8,390.00
7	UTILITY COORDINATION	LS	\$ 13,550.00
8	ASPHALT REMOVAL	LS	\$ 18,670.00
9	FINISH & DRESS	LS	\$ 37,300.00
10	SURVEYING	LS	\$ 91,200.00
11	PROJECT MANAGEMENT	LS	\$ 136,300.00
12	SUBCONTRACTOR MOBILIZATION	LS	\$ 105,325.00
13	BOND & INSURANCE	LS	\$ 18,800.00
		TOTAL =	\$ 814,850.00

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Project Cost Estimate

Processed on: 1/12/2024 1:34:30 PM

Concept Name: 0012867

Concept Description: CR 601/WHEELER ROAD FROM I-20 TO CR 804/AUC

Spec Year: 21

Item History: BHP-ALL

Cost Estimate Phase: 2-DE

Cost Estimate Name: 0012867

Adhoc Pricing Total: \$0.00

Typical Section Total: \$0.00

Estimate Total: \$3,320,614.62

ITEMS FOR CONCEPT NAME 0012867

0100 - Roadway

Line Number	Item	Quantity	Units	Price	Description	Amount
0005	150-1000	1	LS	150,000.00	TRAFFIC CONTROL, - - 0012867	\$150,000.00
0010	210-0100	1	LS	600,000.00	GRADING COMPLETE - - 0012867	\$600,000.00
0015	318-3000	232	TN	49.39	AGGR SURF CRS	\$11,459.22
0020	441-0016	19	SY	70.49	DRIVEWAY CONCRETE, 6 IN TK	\$1,339.31
0025	441-0104	3383	SY	55.37	CONC SIDEWALK, 4 IN	\$187,306.49
0030	441-0108	966	SY	99.40	CONC SIDEWALK, 8 IN	\$96,024.46
0035	441-0740	429	SY	69.76	CONCRETE MEDIAN, 4 IN	\$29,926.31
0040	441-0748	114	SY	123.26	CONCRETE MEDIAN, 6 IN	\$14,051.41
0045	441-4020	406	SY	71.74	CONC VALLEY GUTTER, 6 IN	\$29,126.44
0050	441-5002	475	LF	28.21	CONCRETE HEADER CURB, 6 IN, TP 2	\$13,398.78
0055	441-6012	1689	LF	22.27	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	\$37,614.03
0060	441-6022	1304	LF	26.96	CONC CURB & GUTTER, 6 IN X 30 IN, TP 2	\$35,155.84
0065	441-6720	2700	LF	22.83	CONC CURB & GUTTER, 6 IN X 30 IN, TP 7	\$61,641.00
0070	441-7012	1	EA	3,003.35	CURB CUT WHEELCHAIR RAMP, TYPE B	\$3,003.35
0075	610-0213	235	LF	11.63	REM CHAIN LINK FENCE, 6 FT	\$2,733.05
0080	611-5015	235	LF	55.00	RESET CHAIN LINK FENCE, 6 FT	\$12,925.00

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0100 - Roadway

Line Number	Item	Quantity	Units	Price	Description	Amount
0085	634-1200	98	EA	168.72	RIGHT OF WAY MARKERS	\$16,534.70
0090	999-5200	25	SF	75.90	DETECTABLE WARNING SURFACE	\$1,897.40
0100 Total						\$1,304,136.79

0110 - Pavement

Line Number	Item	Quantity	Units	Price	Description	Amount
0095	310-1101	1104	TN	52.46	GR AGGR BASE CRS, INCL MATL	\$57,914.69
0100	402-1812	50	TN	201.65	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	\$10,082.26
0105	402-3102	101	TN	183.73	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, BLEND 1, INCL BITUM MATL & H LIME	\$18,556.31
0110	402-3121	213	TN	159.58	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	\$33,990.50
0115	402-3130	725	TN	171.81	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	\$124,559.16
0120	402-3190	248	TN	161.12	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	\$39,957.98
0125	402-4510	996	TN	168.22	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	\$167,551.36
0130	413-0750	1374	GL	1.99	TACK COAT	\$2,731.76
0135	432-0206	15980	SY	3.52	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	\$56,249.60
0140	432-5010	2860	SY	9.35	MILL ASPH CONC PVMT, VARIABLE DEPTH	\$26,739.94
0145	446-1100	2060	LF	9.91	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	\$20,411.04
0150	500-9999	117	CY	394.26	CLASS B CONC. BASE OR PVMT WIDENING	\$46,128.16
0110 Total						\$604,872.76

0200 - Drainage

Line Number	Item	Quantity	Units	Price	Description	Amount
0155	550-5150	15	LF	171.87	STORM DRAIN PIPE, 15 IN, CLASS III	\$2,578.05
0160	550-5180	22	LF	102.57	STORM DRAIN PIPE, 18 IN, CLASS III	\$2,256.54
0165	611-3000	1	EA	5,497.85	RECONSTR CATCH BASIN, GROUP 1	\$5,497.85



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0200 - Drainage

Line Number	Item	Quantity	Units	Price	Description	Amount
0170	668-1100	2	EA	6,033.84	CATCH BASIN, GP 1	\$12,067.68
0175	668-2100	2	EA	4,340.75	DROP INLET, GP 1	\$8,681.50
0180	668-5000	6	EA	3,234.59	JUNCTION BOX	\$19,407.54
0200 Total						\$50,489.16

0300 - Temporary Erosion Control

Line Number	Item	Quantity	Units	Price	Description	Amount
0185	163-0232	0.40	AC	1,029.52	TEMPORARY GRASSING	\$411.81
0190	163-0240	30	TN	247.05	MULCH	\$7,411.45
0195	163-0301	2	EA	2,737.03	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	\$5,474.06
0200	163-0550	39	EA	286.43	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	\$11,170.69
0205	165-0010	6105	LF	0.83	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	\$5,064.04
0210	165-0101	2	EA	1,033.98	MAINTENANCE OF CONSTRUCTION EXIT	\$2,067.97
0215	165-0105	39	EA	113.24	MAINTENANCE OF INLET SEDIMENT TRAP	\$4,416.53
0220	165-0310	1	EA	962.42	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	\$962.42
0225	167-1000	4	EA	397.60	WATER QUALITY MONITORING AND SAMPLING	\$1,590.41
0230	167-1500	18	MO	818.42	WATER QUALITY INSPECTIONS	\$14,731.59
0235	171-0010	12210	LF	3.37	TEMPORARY SILT FENCE, TYPE A	\$41,148.31
0300 Total						\$94,449.28

0400 - Permanent Erosion Control

Line Number	Item	Quantity	Units	Price	Description	Amount
0240	700-7000	2.4030	TN	274.51	AGRICULTURAL LIME	\$659.65
0245	700-8000	0.24	TN	1,710.55	FERTILIZER MIXED GRADE	\$410.53
0250	700-8100	40.05	LB	4.51	FERTILIZER NITROGEN CONTENT	\$180.80
0255	700-9300	3877	SY	9.65	SOD	\$37,413.05
0400 Total						\$38,664.03

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0600 - Signing

Line Number	Item	Quantity	Units	Price	Description	Amount
0260	610-6515	13	EA	92.83	REM HIGHWAY SIGN, STD	\$1,206.80
0265	611-5360	13	EA	210.95	RESET HIGHWAY SIGN	\$2,742.37
0270	636-1033	195	SF	25.16	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	\$4,906.52
0275	636-1036	220	SF	25.42	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	\$5,593.30
0280	636-1041	261	SF	39.93	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	\$10,422.47
0285	636-2070	588	LF	11.37	GALV STEEL POSTS, TP 7	\$6,686.00
0600 Total						\$31,557.46

0610 - Pavement Marking

Line Number	Item	Quantity	Units	Price	Description	Amount
0290	653-0110	7	EA	99.12	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	\$693.85
0295	653-0120	40	EA	99.97	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	\$3,998.81
0300	653-0130	1	EA	202.48	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	\$202.48
0305	653-0170	2	EA	197.44	THERMOPLASTIC PVMT MARKING, ARROW, TP 7	\$394.87
0310	653-0210	4	EA	183.53	THERMOPLASTIC PVMT MARKING, WORD, TP 1	\$734.10
0315	653-1501	8775	LF	0.85	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	\$7,466.38
0320	653-1502	4784	LF	0.92	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	\$4,415.92
0325	653-1704	440	LF	9.31	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	\$4,094.79
0330	653-1804	8300	LF	2.76	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	\$22,890.82
0335	653-3501	3750	GLF	0.63	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	\$2,373.22
0340	653-6004	580	SY	5.76	THERMOPLASTIC TRAF STRIPING, WHITE	\$3,340.71
0345	653-6006	351	SY	6.18	THERMOPLASTIC TRAF STRIPING, YELLOW	\$2,167.54
0350	654-1001	86	EA	7.25	RAISED PVMT MARKERS TP 1	\$623.48
0355	654-1003	326	EA	5.85	RAISED PVMT MARKERS TP 3	\$1,907.98
0610 Total						\$55,304.95

0700 - Signals

Line Number	Item	Quantity	Units	Price/Description	Amount
0365	639-3004	2	EA	27,000.00 STEEL STRAIN POLE, TP IV - W/55 FT MAST ARM	\$54,000.00
0370	639-3004	1	EA	28,200.00 STEEL STRAIN POLE, TP IV - W/60 FT MAST ARM	\$28,200.00
0360	639-3004	1	EA	22,800.00 STEEL STRAIN POLE, TP IV - W/50 FT MAST ARM	\$22,800.00
0380	639-3004	1	EA	35,000.00 STEEL STRAIN POLE, TP IV - W/35 FT AND 55 FT MAST ARMS	\$35,000.00
0375	639-3004	5	EA	31,300.00 STEEL STRAIN POLE, TP IV - W/65 FT MAST ARM	\$156,500.00
0385	647-1000	1	LS	75,000.00 TRAFFIC SIGNAL INSTALLATION NO - - 1 INTERSTATE PARKWAY	\$75,000.00
0390	647-1000	1	LS	75,000.00 TRAFFIC SIGNAL INSTALLATION NO - - 2 WEST WHEELER PARKWAY	\$75,000.00
0395	647-1000	1	LS	75,000.00 TRAFFIC SIGNAL INSTALLATION NO - - 3 AUGUSTA WEST PARKWAY/MEDICAL CENTER DRIVE	\$75,000.00
0400	682-6233	5170	LF	10.47 CONDUIT, NONMETL, TP 3, 2 IN	\$54,152.96
0405	682-9950	2070	LF	8.00 DIRECTIONAL BORE - - 3 IN	\$16,560.00
0415	682-9950	980	LF	12.00 DIRECTIONAL BORE - - 7 IN	\$11,760.00
0410	682-9950	80	LF	10.00 DIRECTIONAL BORE - - 5 IN	\$800.00
0430	687-1000	1	LS	15,275.76 TRAFFIC SIGNAL TIMING - - AUGUSTA WEST PARKWAY/MEDICAL CENTER	\$15,275.76
0425	687-1000	1	LS	15,275.76 TRAFFIC SIGNAL TIMING - - WEST WHEELER PARKWAY	\$15,275.76
0420	687-1000	1	LS	15,275.76 TRAFFIC SIGNAL TIMING - - INTERSTATE PARKWAY	\$15,275.76
0445	937-4000	1	LS	40,000.00 INDUCTANCE LOOP DETECTION SYSTEM, NO - - 3 AUGUSTA WEST PARKWAY/MEDICAL CENTER DRIVE	\$40,000.00
0435	937-4000	1	LS	40,000.00 INDUCTANCE LOOP DETECTION SYSTEM, NO - - 1 INTERSTATE PARKWAY	\$40,000.00
0440	937-4000	1	LS	40,000.00 INDUCTANCE LOOP DETECTION SYSTEM, NO - - 2 WEST WHEELER PARKWAY	\$40,000.00
0450	937-4100	1	LS	10,000.00 PEDESTRIAN DETECTION SYSTEM, NO - - 1 INTERSTATE PARKWAY	\$10,000.00
0455	937-4100	1	LS	10,000.00 PEDESTRIAN DETECTION SYSTEM, NO - - 2 WEST WHEELER PARKWAY	\$10,000.00
0460	937-4100	1	LS	10,000.00 PEDESTRIAN DETECTION SYSTEM, NO - - 3 AUGUSTA WEST PARKWAY/MEDICAL CENTER DRIVE	\$10,000.00
0475	937-6040	1	LS	14,195.33 VIDEO DETECTION SYSTEM, NO - - 3	\$14,195.33
0470	937-6040	1	LS	14,195.33 VIDEO DETECTION SYSTEM, NO - - 2	\$14,195.33
0465	937-6040	1	LS	14,195.33 VIDEO DETECTION SYSTEM, NO - - 1	\$14,195.33
0700 Total					\$843,186.23



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0901 - Wall 1

Line Number	Item	Quantity/Units	Price/Description	Amount
0480	500-3201	10 CY	1,710.41 CLASS B CONCRETE, RETAINING WALL	\$17,104.13
0901 Total				\$17,104.13

0902 - Wall 2

Line Number	Item	Quantity/Units	Price/Description	Amount
0485	500-3110	80 LF	851.79 CLASS A CONCRETE, TYPE P1, RETAINING WALL	\$68,143.05
0490	515-2020	80 LF	52.57 GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	\$4,205.60
0902 Total				\$72,348.65

0903 - Wall 3

Line Number	Item	Quantity/Units	Price/Description	Amount
0495	500-3201	14 CY	1,370.94 CLASS B CONCRETE, RETAINING WALL	\$19,193.11
0903 Total				\$19,193.11

1200 - ITS

Line Number	Item	Quantity/Units	Price/Description	Amount
0500	682-2160	9 EA	2,282.15 PULL BOX, TYPE 6	\$20,539.39
0505	682-2170	3 EA	2,724.95 PULL BOX, TYPE 7	\$8,174.86
0510	682-6233	5495 LF	10.47 CONDUIT, NONMETL, TP 3, 2 IN	\$57,557.16
0515	682-9950	5400 LF	8.00 DIRECTIONAL BORE - - 3 IN	\$43,200.00
0520	935-1117	6720 LF	3.24 OUTSIDE PLANT FIBER OPTIC CABLE, LOOSE TUBE, SINGLE MODE, 96 FIBER	\$21,772.80
0525	935-1512	435 LF	2.44 OUTSIDE PLANT FIBER OPTIC CABLE, DROP, SINGLE MODE, 12 FIBER	\$1,062.69
0530	935-3102	4 EA	643.19 FIBER OPTIC CLOSURE, UNDERGROUND, 12 FIBER	\$2,572.76
0535	935-3502	4 EA	326.27 FIBER OPTIC CLOSURE, FDC (WALL MOUNTED), 12 FIBER	\$1,305.08
0540	935-4010	12 EA	59.77 FIBER OPTIC SPLICE, FUSION	\$717.30
0545	935-8000	1 LS	3,102.41 TESTING	\$3,102.41
0550	936-4000	4 EA	5,189.83 CCTV CAMERA SYSTEM, TYPE 1	\$20,759.34

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1200 - ITS

Line Number	Item	Quantity/Units	Price/Description	Amount
0555	939-2300	4 EA	2,136.07 FIELD SWITCH, TYPE A	\$8,544.28
1200 Total				\$189,308.07

TOTALS FOR CONCEPT NAME 0012867

ITEMS COST:	\$3,320,614.62
TYPICAL SECTION:	\$0.00
AD-HOC PRICING:	\$0.00
ESTIMATED COST:	\$3,320,614.62
CONTINGENCY PERCENT:	
ENGINEERING AND INSPECTION:	
ESTIMATED COST WITH CONTINGENCY AND E&I:	

CONFIDENTIALITY NOTICE: This document may contain confidential and/or privileged information. Any unauthorized duplication, disclosure, distribution/retransmission of taking of any action in reliance upon the material in this document is strictly forbidden.

EXHIBIT E

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

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to

the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of this contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT F

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of CITY OF AUGUSTA-RICHMOND CTY whose address is 535 TELFAIR ST. 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.

12/11/2024
Date

[Signature]
Signature

Name: GARNETT E. JOHNSON

Title: MAYOR

EXHIBIT G

FEDERAL AID IDENTIFICATION WORKSHEET

Subrecipient's name (must match registered name in DUNS)	Augusta-Richmond County Government
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	ZH93N1J4TBE8
Federal Award Identification Number (FAIN)	693JJ22030000Z230GA0012867
Federal award date (see § 200.39 Federal Award Date)	5/2/2024
Amount of Federal Funds Obligated by this action	\$2,656,491.70
Total Amount of Federal Funds Obligated to the subrecipient	\$4,909,764.50
Total Amount of the Federal Award	\$4,909,764.50
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY, CST
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Frank Childs Jr, fchilds@dot.ga.gov
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

This project must comply with all aspects of 2 CFR Part 200.

EXHIBIT H SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resourcesadministration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexualharassment-prevention-policy>;
2. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hrprofessionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
3. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>
2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexualharassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

APPENDICES

Appendix A	City of Augusta Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix B	Certification of Compliance with State Audit Requirement
Appendix C	Certification of the Georgia Department of Transportation
Appendix D	Certification of SPONSOR
Appendix E	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix F	Insurance Certificate
Appendix G	Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

APPENDIX A

City of Augusta
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the MAYOR and duly authorized representative of CITY OF AUGUSTA, whose address is 535 TELFAIR ST 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.

12/11/2024
Date

[Signature]
Signature

(Seal)

318 Name: CARNETT G. JOHNSON

Title: Mayor

[Signature]
Clerk of Commission



Instructions for Appendix A Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORS)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX B
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of CITY OF AUGUSTA whose address is 535 TELEAIR ST. AUGUSTA 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.

12/11/2024

Date

Garnett L. Johnson

Signature

sd

Name: GARNETT L. JOHNSONTitle: MAYOR

APPENDIX C
CERTIFICATION OF
THE GEORGIA DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

3/15/2025

Date

DocuSigned by:

Russell R McMurry

76D6577D00644FA...

Commissioner

APPENDIX D

CERTIFICATION OF CITY OF AUGUSTA

STATE OF GEORGIA

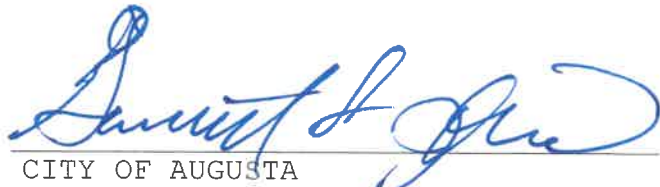
I hereby certify that I am the Mayor of the City of August in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal - aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

12/11/2024
Date

br


CITY OF AUGUSTA
Name: GARNETT L. JOHNSON
Title: MAYOR

APPENDIX E



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	PI 0012867 - CR 601/WHEELER ROAD FROM I-20 TO CR 804/AUGUSTA
Sponsor's Name:	Augusta-Richmond County Government
Sponsor's Address:	452 Walker Street, Suite 110 Augusta GA 30901

SPONSOR AFFIDAVIT

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

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

46923

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

7/9/07

Date of

Augusta-Richmond County Government

Name of Sponsor

I hereby declare under penalty of perjury that the foregoing is true and correct

GARRETT L. JOHNSON

Printed Name (of Authorized Officer or Agent)

MAYOR

Title (of Authorized Officer or Agent)

[Signature]

Signature (of Authorized Officer or Agent)

12/1/2024

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

11th DAY OF December, 2024

Natasha McFarley

Notary Public

My Commission Expires: 9/21/2027

[NOTARY SEAL]



APPENDIX F
INSURANCE CERTIFICATE

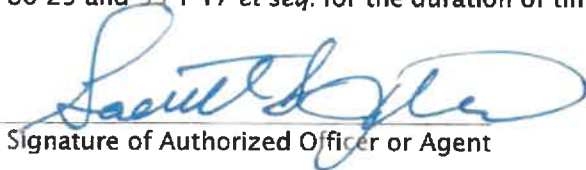
Incorporated by reference.

APPENDIX G**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 Local Governing Body, certifies that the Local Governing Authority:

- 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 Local Governing Body 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.

378 
Signature of Authorized Officer or Agent

GARNETT C. JOHNSON
Printed Name of Authorized Officer or Agent

MAYOR
Title of Authorized Officer or Agent

2/25/2025
Date

Certificate Of Completion

Envelope Id: 119ECCBE-52F2-4ECE-BBA3-BCCA66551F56		Status: Completed
Subject: C3OSA2402838-0/AUGUSTA RICHMOND COUNTY GOVERNMENT		
Source Envelope:		
Document Pages: 138	Signatures: 3	Envelope Originator:
Certificate Pages: 5	Initials: 1	GDOT DocuSign Admin
AutoNav: Enabled		600 W Peachtree St, NW
Envelopeld Stamping: Enabled		Atlanta, GA 30308
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		gdot_contracts@dot.ga.gov
		IP Address: 143.100.53.13

Record Tracking

Status: Original	Holder: GDOT DocuSign Admin	Location: DocuSign
3/10/2025 10:13:31 AM	gdot_contracts@dot.ga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Georgia Department of Transportation	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
Bruce Anderson	Initial 	Sent: 3/10/2025 10:56:08 AM
branderson@dot.ga.gov		Viewed: 3/10/2025 10:57:13 AM
Security Level: Email, Account Authentication (None)		Signed: 3/10/2025 10:59:34 AM
	Signature Adoption: Drawn on Device	
	Using IP Address: 128.77.65.167	

Electronic Record and Signature Disclosure:

Accepted: 3/10/2025 10:57:13 AM

ID: f3dcfbbe-c406-415a-86d6-db9382307458

Russell R McMurry	DocuSigned by:  76D6577D00644FA...	Sent: 3/10/2025 10:59:36 AM
rmmurphy@dot.ga.gov		Resent: 3/14/2025 1:00:36 PM
Commissioner		Viewed: 3/15/2025 9:19:58 AM
Georgia Department of Transportation		Signed: 3/15/2025 9:20:09 AM
Security Level:	Signature Adoption: Pre-selected Style	
.Email	Using IP Address: 134.238.184.60	
3/15/2025 9:19:45 AM		

Electronic Record and Signature Disclosure:

Accepted: 2/26/2016 9:35:33 AM

ID: cd5459ce-99ae-409c-b25c-b6922ca5a283

Angela O. Whitworth	DocuSigned by:  74085B5B0FAC425...	Sent: 3/15/2025 9:20:10 AM
awhitworth@dot.ga.gov		Resent: 3/16/2025 4:58:17 PM
Treasurer		Viewed: 3/16/2025 5:05:35 PM
Security Level:	Signature Adoption: Uploaded Signature Image	Signed: 3/16/2025 5:07:15 PM
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3/16/2025 5:05:29 PM		

Electronic Record and Signature Disclosure:

Accepted: 2/26/2016 10:03:38 AM

ID: 2a61aae5-fe62-454e-9e47-e070cdbd9d0a

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events	Status	Timestamp	<i>Item 11.</i>
Carbon Copy Events	Status	Timestamp	
Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	3/10/2025 10:56:08 AM	
Envelope Updated	Security Checked	3/14/2025 1:00:36 PM	
Envelope Updated	Security Checked	3/14/2025 1:00:36 PM	
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Envelope Updated	Security Checked	3/16/2025 4:58:17 PM	
Certified Delivered	Security Checked	3/16/2025 5:05:35 PM	
Signing Complete	Security Checked	3/16/2025 5:07:15 PM	
Completed	Security Checked	3/16/2025 5:07:15 PM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.



Engineering Services Committee Meeting

Meeting Date: September 30, 2025

Landfill Gas Collection & Recovery System Engineering Support

File Reference: 25-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve procuring the Aptim Environmental & Infrastructure, LLC LFG Specialties (APTIM/LFG) services for Augusta Landfill Gas Collection & Control System operation remote engineering support using sole source procurement. Approve funds in the amount of \$75,000.00 to support APTIM/LFG Services. /AE
Background:	Augusta Deans Bridge Road Landfill (DBRLF) operates its Landfill Gas Collection & Control System (LFGCCS) under Regulatory Title V air permit. LFGCCS continuous operation is this permit compliance requirements. LFGCCS is specialized engineered system, and APTIM/LFG is such specialized firm and manufacturer of DBRLF LFGCCS.
Analysis:	LFGCCS is 24/7 operational to stay in compliance with associated regulatory permit. Such operational continuity requires remote engineering support for monitoring & prompt repairs. APTIM/LFG has been the sole provider of cellular services for remote engineering support. They have the ability and expertise to remotely access the system and make correct adjustments when the need arises. Landfill Title V permit requires the correct operation of its LFGCCS all the time.
Financial Impact:	Funds in amount of \$75,000 available in Landfill Operational Budget R & M Landfill Gas Plant.
Alternatives:	No alternate proposed. Services are needed to keep the facility in compliance with its regulatory permits.
Recommendation:	Approve procuring the Aptim Environmental & Infrastructure, LLC LFG Specialties (APTIM/LFG) services for Augusta Landfill Gas Collection & Control System operation remote engineering support using sole source procurement. Approve funds in the amount of \$75,000.00 to support APTIM/LFG Services. /AE
Funds are available in the following accounts:	(\$75,000) 541044210-5319121 - Landfill Operations Budget – R & M Landfill Gas Plant

**REVIEWED AND
APPROVED BY:**

HM/OF/sr

Item 12.



Print Form

Item 12.

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

Vendor: LEG APTIM E-Verify Number: 32855

Commodity: SERVICE

Estimated annual expenditure for the above commodity or service: \$ 75,000

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

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

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

Name: HAMEED MALIK Department: ENGINEERING/ENV. SVC Date: 9/10/2025

Department Head Signature:  Date: 9/10/25

Approval Authority:  Date: 09/22/25

Administrator Approval: (required — not required)  Date:

COMMENTS:

**ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT****Hameed Malik, Ph.D., P.E.
Director****MEMORANDUM**

TO: Andy Penick
FROM: Hameed Malik, Ph.D., P.E.
Director
DATE: August 26, 2025
SUBJECT: Sole Source Justification

The Environmental Services Department is requesting a sole source for APTIM/LFG Specialties Inc. The vendor is the manufacturer of the gas collection and recovery system installed in 2010. LFG Specialties has been the sole provider of cellular services for remote engineering support including phone, FT Connect/or direct network access support. They have the ability and expertise to remotely access the system and make correct adjustments when our technicians need assistance. Our permit requires the correct operation of this system.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3206 should you have any questions or require any additional information.

Attachment

Cc: Oscar Flite

Engineering & Environmental Services Department
Solid Waste & Recycling Facility
4330 Deans Bridge Road, Blythe, GA 30805
(706) 592-3200 – Fax (706) 592-3255
WWW.AUGUSTAGA.GOV

DEPARTMENT NAME
ORG. KEY & OBJECT CODE
OBJECT CODE DESCRIPTION
REQUESTOR/SIGNATURE

ENGINEERING & ENVIRONMENTAL SERVICES
541 04 4210
R & M - LF Gas Plant
LEO RUFFIN

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION

REQUISITION NO
08-26-2025
PURCHASE ORDER NO
PURCHASE ORDER DATE

BID#

SOLE SOURCE

53-19121

LF6 SPECIALTIES LLC/APTIM

541 04 4210

53-19121

541 04 4210

53-19121

REQUESTOR/SIGNATURE



REQUISITION NO

08-26-2025

PURCHASE ORDER NO

PURCHASE ORDER DATE

VENDOR #1		VENDOR #2		VENDOR #3	
LFG SPECIALTIES LLC/APTIM					
VENDOR NAME	PHONE NUMBER	CONTACT	QUANTITY	UNIT PRICE	TOTAL PRICE
ITEM NO.	DESCRIPTION	ITEM NO.	DESCRIPTION	ITEM NO.	DESCRIPTION
1	PROVIDE SITE ASSISTANCE AND ENGINEERING SERVICES TO REPAIR AND SERVICE THE GAS ANALYZER AND OILER FOR THE COMPRESSOR SKID ON UNIT #212 AT THE AUGUSTA LANDFILL GAS AT THE RATE TABLE ATTACHED.	1	75,000.00	75,000.00	
2		1			
3					
4					
5	REFERENCE #072514				
6					
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25					
26					
27					
28					
29					
		BID WITHOUT SHIPPING	\$	75,000.00	\$
		SHIPPING CHARGES	\$		\$
		TOTAL BID WITH SHIPPING	\$	75,000.00	\$
		Work Order #			
		Asset #			
		PURPOSE OF REQUISITION			

265

Aptim Environmental & Infrastructure, LLC LFG Specialties

Flare System Service Unit #2212

Oiler and Analyzer Repair

Prepared for:

Leo Ruffin
Augusta County
(706) 339-2050
LRuffin@augustaga.gov

Deans Bridge Landfill
Augusta, GA

Reference #: 072514

August 25, 2025

Proposal & Pricing

Presented by:

Wayne Heishman
Project Manager
LFG Specialties
(419) 424-4964 Office
(419) 306-0293 Cell
Wayne.Heishman@aptim.com

Alternate Contact:

Nick Klear
Service Manager
LFG Specialties
(419) 425-6266 Office
(419) 420-5870 Cell
Nicholas.Klear@aptim.com



Flare Service Unit #2212
Service Agreement No. 072514
August 25, 2025



SERVICE AGREEMENT

This service agreement "Agreement" which includes the Services & Equipment Specification and Terms and Conditions of Service below is entered into on the undersigned date, by and between Aptim Environmental & Infrastructure, LLC ("APTIM"), a Louisiana company, and _____ (hereinafter "Client").

In consideration of the covenants contained herein and for other good and valuable consideration, the legal sufficiency of which is acknowledged, the parties wishing to be legally bound agree as follows:

I. SERVICE AND EQUIPMENT SPECIFICATION

APTIM hereby proposes to furnish the Equipment and Services as described in this Agreement per the following and subject to the standard "Terms and Conditions of Services" below:

A. Service and Equipment Scope:

APTIM is pleased to present, for Client's consideration, the following scope of work:

1. Provide Site assistance and Engineering services to repair and service the gas analyzer and oiler for the compressor skid on Unit #2212 at the Augusta Landfill gas delivery.

This work is being proposed per the following rate table:

Field Service Rate	Standard Rate / day	Weekend / Emergency Rate per day
Service Technician	\$1600	\$2100
Electrical Engineer	\$1800	\$2300
Wellfield Gas Technician	Option is being currently	being determined.
*Day rates include travel and can be used in ½ day intervals.		
Office Support Rate	Standard Rate / hour	Overtime Rate / hour
CADD	\$132	\$195
Electrical Engineer	\$189	\$225
Project Manager	\$189	\$225
Sr. Electrical Engineer	\$226	\$315
Sr. Project Manager	\$226	\$315
*Overtime rate is outside the hours of 8am -5pm, Saturday, Sunday, or Holiday.		

Notes:

1. The not to exceed hours includes ten days on site with a service technician locally (Atlanta), eight days on site with a second service technician with travel.
2. Including estimated repair of the analyze the Oiler's pumps, lines and feeders.
3. Should additional part or services be needed a quote will be provided.

B. Price Schedule:

Price Time and Material will be billed at the rates listed in Section A, Items 1:

\$ 75,000.00 Not to Exceed

Flare Service Unit #2212
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This pricing does not include any pending tariffs that may be imposed. Due to market volatility and the uncertainty surrounding tariffs and their effect on both foreign and domestic sourced materials we reserve the right to increase the above quoted prices based on the material costs at the time of order.

****NOTE: Price for time in excess of that stated above will be billed at a rate of \$1,600.00/weekday \$2,100/weekend day. Replacement parts will be billed. Any scope in addition to that listed above will require a signed change order.***

ALL PRICING IS FOB — FINDLAY, OHIO

C. Work Schedule:

APTIM makes every effort to meet our customers delivery requests and special requirements. Delivery for the service/equipment outlined in this Agreement is:

Service Schedule: 8-10 weeks from receipt of purchase order

(Due to current supply chain shortages brought on by the pandemic, workforce shortages and other challenges that are out of our control, the schedule outlined herein is being provided for reference only. The schedule proposed herein is based on long lead deliveries from our vendors at the time that this proposal was prepared. However, new challenges are brought on weekly, if not daily. We understand the importance in meeting schedules, and will do our best to hold true to these schedules. Should a supply issue occur, we will diligently communicate the issue and work to find and offer alternatives to meet the needs of the project to progress forward.)

D. Payment Terms:

Terms of payment to be 100% net due 30 days from date of invoice. Invoice will be issued upon a progress basis according to the following schedule:

Milestone	Amount
completion of work (monthly)	100%

Prices are quoted firm for prompt acceptance and shipment per delivery schedule. Prices are valid for 45 days from date of issue.

Prices do not include any taxes, duties or assessments. However, at time of invoicing, applicable taxes will be applied based on current rate to comply with applicable State and Local laws unless a Sales Tax Exemption Certificate is provided.

Flare Service Unit #2212
 Service Agreement No. 072514
 August 25, 2025



E. Field Service Rates and Availability:

Field Service Rate	Standard Rate / day	Weekend / Emergency Rate per day
Service Technician	\$1600	\$2100
Electrical Engineer	\$1800	\$2300
Wellfield Gas Technician	Option is being currently	being determined.
*Day rates include travel and can be used in ½ day intervals.		
Office Support Rate	Standard Rate / hour	Overtime Rate / hour
CADD	\$132	\$195
Electrical Engineer	\$189	\$225
Project Manager	\$189	\$225
Sr. Electrical Engineer	\$226	\$315
Sr. Project Manager	\$226	\$315
*Overtime rate is outside the hours of 8am -5pm, Saturday, Sunday, or Holiday.		

F. Equipment Warranty:

APTIM guarantees only the replacement parts supplied by APTIM as outlined and specified in this Agreement for the period of six (6) months from date of shipment.

Flare Service Unit #2212
Service Agreement No. 072514
August 25, 2025



II. TERMS AND CONDITIONS

The Services to be performed are as described in the Service and Equipment Specification above and under the following terms and conditions:

1) INDEPENDENT CONTRACTOR:

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC ("APTIM") shall be fully independent in performing the Services and shall not act as an agent or employee of CLIENT. APTIM shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

2) TAXES:

The CLIENT shall pay any and all sales, use, or similar taxes imposed on the Services.

3) DOCUMENTATION, RECORDS, AUDIT:

If requested by CLIENT, APTIM shall provide CLIENT with copies of all documents which it is required to file or maintain under any federal, state, or local law naming or obligating the CLIENT, including, without limitation, any hazardous waste manifests relating to the Services.

CLIENT shall have the right, at its expense, to inspect and audit APTIM's records and accounts covering charges hereunder at all reasonable times during the course of the Services for a period of one (1) year after the substantial completion thereof.

4) RISKS AND ALLOCATION:

CLIENT hereby acknowledges, understands and agrees that there are risks inherent to field services, many of which cannot be ascertained or anticipated prior to or during the course of the Services. CLIENT SPECIFICALLY AGREES THAT APTIM'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED IN THESE TERMS AND CONDITIONS.

5) APTIM WARRANTIES, REPRESENTATIONS, AND COVENANTS:

A. Professional Standards Warranties: APTIM warrants, represents, and covenants that: (1) APTIM has the capability, experience, and means required to perform the Services; (2) such Services will be performed using personnel, equipment, and material qualified and/or suitable therefore; and (3) APTIM will perform the Services in a diligent and workmanlike manner consistent with accepted professional practices and standards for nationally recognized firms engaged in similar work, as in effect at the time and location the Services are performed.

B. Material and Workmanship Warranty: APTIM warrants that any equipment of its own manufacture will be complete in all its parts, and for the Warranty Period of six (6) months, will under proper application and operation be free from material defects in material and workmanship. APTIM's warranty for equipment of its own manufacture shall be limited to the following:

(1) Replacement or repair of any equipment or parts which under normal and proper operating conditions are, in APTIM's sole opinion, found and confirmed defective and are returned to APTIM within the Warranty Period, transportation charges prepaid.

(2) Notwithstanding the foregoing provisions, any repair, replacement or modification, regardless of cause, that is performed by someone other than an APTIM representative, shall result in all of the warranties provided herein being null and void, and as such, neither APTIM nor its suppliers shall have any liability or obligations whatsoever to CLIENT.

(3) CLIENT shall be responsible for freight charges in connection with the return or replacement of any defective equipment or parts.

C. Other APTIM Warranties: APTIM warrants, represents, and covenants that: (1) On equipment not made by LFG Specialties: LFG Specialties will take any steps reasonably within its power to make available to Purchaser any manufacturer's warranty applicable to the Equipment. APTIM will perform the Services in compliance with (i) applicable federal, state, and local laws, regulations, and ordinances as in effect and construed at the time the Services are performed (2) APTIM shall use its best efforts to avoid infringements, as set forth in Section 12 hereof.

D. Remedies: If CLIENT alleges that APTIM has breached a warranty set forth herein, then CLIENT shall promptly notify APTIM in writing and, before taking any further action against APTIM, shall afford APTIM the opportunity, at APTIM'S cost, to either re-perform any defective Service according to the original scope of work therefore (as modified up to the time of breach), or to commence and diligently pursue the cure of such breach, in which event such re-performance or cure shall be CLIENT's sole and exclusive remedy therefore.

EXCEPT AS SET FORTH IN SECTION I.F OF THE SERVICE AND EQUIPMENT SPECIFICATION AND SECTION II.5 ABOVE, APTIM MAKES NO GUARANTEE OF RESULTS OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AS TO ANY OF THE GOODS OR OTHER MATERIALS FURNISHED OR SERVICES WHICH MAY BE

Flare Service Unit #2212
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PERFORMED PURSUANT TO THIS AGREEMENT. FURTHERMORE, APTIM MAKES NO WARRANTY OR REPRESENTATIONS HEREIN AS TO EQUIPMENT AND MATERIALS THAT ARE NOT MANUFACTURED OR SUPPLIED BY APTIM PURSUANT TO THIS AGREEMENT.

6) INDEMNITY BY APTIM:

Subject to the limitations stated herein, APTIM shall defend, indemnify and hold harmless CLIENT (including its officers, directors, shareholders, employees, and agents) from and against any and all losses, liabilities, claims, demands, damages, fines and penalties, and related expenses (including reasonable legal fees and costs) to the extent (and only to the extent) arising out of APTIM'S negligent acts, errors or omissions or willful misconduct in performing Services

7) CLIENT WARRANTIES, REPRESENTATIONS, AND COVENANTS:

CLIENT warrants, represents, and covenants as follows:

A. Responsibility for Sites: CLIENT has responsibility for the sites with respect to which CLIENT may request Services. There will exist no legal impediment or restraint applicable to CLIENT, the site or otherwise, which may adversely affect the ability of APTIM to perform the Services.

B. Characteristics of Materials or Existing Flare Systems: Any materials or existing flare systems with respect to which APTIM performs Services either (1) will have the composition and characteristics described by Client either verbally (which shall promptly be reduced to writing) or in the request for proposal or other documents given to APTIM, or (2) if nonconforming, will not (i) increase the cost of performing the Services; (ii) increase the nature or extent of the hazard or risk undertaken by APTIM in agreeing to perform the Services; and (iii) be such that the facilities designated can no longer be legally used or the Services legally performed.

C. Characteristics of Site: CLIENT will provide APTIM with all relevant information available to it concerning the site, equipment or existing flare system for which Services are requested, including, without limitation, any hazards that are known by CLIENT to be present, summaries and assessments of the site, equipment or existing flare system's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the equipment or existing flare system or the site.

D. CLIENT'S Duties: CLIENT shall, at its cost, at such times as may be required by APTIM for the successful, timely, and expeditious completion of Services:

(1) Provide unimpeded and timely access to the site, any necessary third-party property, and an adequate area for APTIM, equipment storage, and employee parking necessary for the Services.

(2) Provide unimpeded and timely access to landfill gas and power of sufficient quantity and quality to operate the equipment unimpeded for purposes of performing the Services.

E. Changes: If APTIM encounters any unforeseen, differing or changed conditions or circumstances, the time for completion of such Services shall be extended, and APTIM shall receive an equitable compensation adjustment if APTIM incurs additional costs or additional Services are required.

8) INDEMNITY BY CLIENT:

CLIENT shall defend, indemnify, and hold harmless (and does hereby release) APTIM (including its parent, subsidiary and affiliated companies and their officers, directors, employees, and agents) from and against, any and all liabilities, claims, demands, losses, damages, fines and penalties, and related expenses (including legal fees and reasonable costs of investigation), to the extent resulting from, attributable to, or arising out of:

A. Any action or inaction of CLIENT or any third party or compliance by APTIM with directives issued by CLIENT;

B. Any breach by CLIENT of any warranties, other provisions hereof, or of laws, regulations, or ordinances;

9) LIMITATION OF LIABILITY:

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT:

A. IN NO EVENT SHALL APTIM BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, IMPACT, OR CONSEQUENTIAL LOSSES, DAMAGES (INCLUDING LOSS OF PROFITS), LIABILITIES OR EXPENSES INCURRED BY CLIENT OR ANY THIRD PARTY AS A RESULT OF APTIM'S PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR BY APPLICATION OR USE OF REPORTS PREPARED OR OTHER SERVICES PERFORMED; FURTHER, APTIM SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE APTIM BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW; AND

B. FOR ALL LOSSES, DAMAGES, LIABILITIES OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS), WHETHER FOR INDEMNITY, OR NEGLIGENCE, INCLUDING ERRORS, OMISSIONS OR OTHER ACTS, OR WILLFUL MISCONDUCT, OR BASED IN CONTRACT, WARRANTY (INCLUDING ANY COSTS AND FEES FOR REPAIRING, REPLACING OR RE-PERFORMING SERVICES OR CURING A BREACH HEREOF), OR FOR ANY OTHER CAUSE OF ACTION (INDIVIDUALLY, A "CLAIM"; COLLECTIVELY, "CLAIMS"), APTIM'S LIABILITY, INCLUDING THE LIABILITY OF ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS, AND OFFICERS AND ALL OTHER PERSONS FOR WHOM APTIM IS LEGALLY RESPONSIBLE, SHALL NOT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEED IN THE CUMULATIVE AGGREGATE WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT THE LESSER OF THE TOTAL AMOUNT OF COMPENSATION PAID TO APTIM HEREUNDER OR \$100,000; AND

Flare Service Unit #2212
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 August 25, 2025



C. ALL CLAIMS AGAINST APTIM, ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS OR OFFICERS AND ALL OTHER PERSONS FOR WHOM APTIM IS LEGALLY LIABLE, SHALL BE DEEMED WAIVED UNLESS AND TO THE EXTENT CLIENT SHALL BRING SUIT THEREFOR AGAINST APTIM WITHIN ONE (1) YEAR AFTER APTIM'S SUBSTANTIAL COMPLETION OF THE PARTICULAR SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE.

10) INSURANCE:

APTIM is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished on request. If the CLIENT requires further insurance coverage, APTIM will endeavor to obtain said coverage, and CLIENT shall be charged therefor. The certificates shall specify the dates when such insurance expires and shall provide for notices of cancellation according to the standard wording of the Acord Certificate of Insurance Form. APTIM and its insurer(s) hereby reserve all rights of subrogation.

11) PATENTS AND INVENTIONS:

CLIENT may use any final reports of findings, or other work performed or prepared by APTIM under this Agreement for its internal purposes in connection with the project and/or location for which such work was prepared, but APTIM reserves all other rights with respect to the same and all other documents produced in performing the Services. All reports will be delivered subject to APTIM'S then current limitations. CLIENT shall obtain prior written consent from APTIM for any other use, distribution, or publication of such reports or work results.

CLIENT shall retain all right and title to all patentable and unpatentable inventions, including confidential know-how, developed by CLIENT and/or by APTIM hereunder in CLIENT'S field of expertise.

APTIM shall retain all right and title to all patentable and unpatentable inventions, including confidential know-how, developed by APTIM hereunder in APTIM'S field of expertise. APTIM shall grant to CLIENT a royalty-free, nonexclusive and nontransferable license under any such developed inventions and know-how to use the same in any of CLIENT'S facilities.

12) INTELLECTUAL PROPERTY

APTIM shall use its best efforts to provide Services which do not infringe on any valid patent, copyright, trademark or involve the use of any confidential information that is the property of others unless APTIM is licensed or otherwise has the right to use and dispose thereof. APTIM shall also use its best efforts to inform CLIENT of any infringement that may be reasonably expected to result from the use of the Services. However, the best efforts of APTIM shall not include a duty to conduct and/or prepare a patent or other search and/or opinion. The liability of APTIM under this Agreement in any legal proceeding where CLIENT is made a defendant for actual infringement based upon a Service provided by APTIM shall exclude infringement which is related to manufacturing processes of CLIENT and any consequential damages.

13) FORCE MAJEURE

Neither party shall be deemed in default of this Agreement or any order hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, and changes in laws, statutes, regulations or ordinances.

14) ASSIGNMENT

Neither party shall assign any right or delegate any duty under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, any subsidiary or affiliate of APTIM or other persons APTIM designates may perform some or all of the Services, and APTIM may upon notice to the CLIENT assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties' respective successors and assigns.

15) GOVERNING LAW

This Agreement shall be governed by and interpreted pursuant to the rules of the state where the services are to be performed.

16) ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement constitute the entire understanding of the parties relating to the provision of Services by APTIM to CLIENT and shall be deemed incorporated in all Orders unless otherwise agreed in writing by APTIM. In the event of conflict, this Agreement shall govern. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other form of the CLIENT is hereby expressly objected to by APTIM and shall not operate to modify the Agreement, and APTIM'S acceptance of an Order is expressly conditioned on and limited to assent to the provisions hereof. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing APTIM to begin work. This Agreement may be amended only by a written instrument signed by both parties.

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17) WAIVER OF TERMS AND CONDITIONS

The failure of APTIM or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

18) SEVERABILITY AND SURVIVAL

Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. The terms and conditions hereof shall survive the termination of this Agreement.

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IN WITNESS WHEREOF, CLIENT and APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC agree to the foregoing (INCLUDING THE LIMITATIONS ON LIABILITY IN SECTION 9) and have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth below.

Bill-to Address (please fill in)

Ship-to Address (please fill in)

 Attention: _____
 Phone: _____
 Email: _____

 Attention: _____
 Phone: _____
 Email: _____

The terms and conditions set forth in this Agreement herein, which include the Service and Equipment Specification and the Terms and Conditions of Service, constitute the entire understanding of the parties relating to the goods and services provided for herein. All subsequent modifications to this Agreement shall not be effective unless they are in writing and signed by Aptim Environmental & Infrastructure, LLC.

Equipment:	\$ _____
Estimated Shipping & Handling:	\$ _____
OPTIONS SELECTED	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Subtotal:	\$ _____
Sales Tax: % County State	\$ _____
Or ☐ Tax Exemption Certificate or ☐ Direct Pay Certification	
Onsite Services:	\$ _____
Total Sales Price Including Tax:	\$ _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the month, day, and year set forth below.

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

Sign _____
 Name _____
 Title _____
 Date _____

PURCHASER

Sign _____
 Name _____
 Title _____
 Date _____
 P.O. # _____



Engineering Services Committee Meeting

September 30, 2025

Funding for Streetlights

Department:	N/A
Presenter:	N/A
Caption:	Discuss funding for streetlights on Jimmie Dyess Parkway and on Mason H. McKnight, Jr. Blvd. (Requested by Commissioner Catherine Rice)
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

Meeting Date: September 9, 2025

AUD Sewer and Water Main Extensions – AEDA Development RFQ 24-132

Department:	Utilities
Presenter:	Wes Byne, P.E.
Caption:	Motion to approve a proposal to enter an Engineering Services Contract with Johnson, Laschober, & Associates, PC, to provide engineering services including permitting, design, bidding, and construction administration for the extension of water and sewer infrastructure to support a proposed development project in the amount of \$50,500.00. (RFQ 24-132)
Background:	The Augusta Utilities Department is working in partnership with state and local entities to support future development that will provide new housing opportunities and strengthen Augusta's workforce capacity. Reliable utility access is an essential foundation for successful community growth. This contract will provide the necessary professional engineering services to ensure that water and sewer infrastructure can be extended to the project area. JLA is a prequalified engineering firm (RFQ 254-132)
Analysis:	Approval of this contract will facilitate the extension of critical utilities that will enable new housing options and support broader community development goals. Expanding infrastructure in this area is consistent with Augusta's long-term strategy to address growth and housing needs.
Financial Impact:	The proposal from Johnson, Laschober & Associates, PC has been reviewed and determined to be reasonable. Funding in the amount of \$50,500 is available from these accounts: G/L 514043490-5212999 and J/L 80599999-5212999.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with Johnson, Laschober & Associates, PC for \$50,500.00.
Funds are available in the following accounts:	Funds are available in these accounts: G/L 514043490-5212999 and J/L 80599999-5212999.
<u>REVIEWED AND APPROVED BY:</u>	N/A



Takiyah A. Douse
Interim Administrator

June 27, 2024

Wes Byne, Director
Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

Dear Mr. Byne,

At the regular meeting held Tuesday, June 27, 2024, the Augusta, Georgia Commission took action on the following:

13. Approved a contract with ISM to install and maintain rainfall and water level monitoring equipment (RFQ 18-132))
14. Approved Hypochlorite Generator Service Agreement as a sole source procurement.
15. Approved professional services with ISM to provide technical services to support AMI infrastructure. \$309,120.00 (RFQ 18-132)
16. Approved a sole source contract to Industrial Scientific Corporation for confined Gas Monitoring Services at an annual cost of \$11,745.40 – Contract is for 4 years (48 months) at a total cost of \$47,013.60.
17. Approved Landscape Maintenance Agreement for Water Plants. The term of the award is to begin at the notice of award and will expire on 5/1/25. (ITB 24-209)
18. Approved a contract with Janus Research to evaluate Automated Metering Infrastructure Technology as a sole source procurement in the amount of \$457,339.39.
19. Approved the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase I.
20. Approved RFQ #24-132 Selection of Engineering Firms for the Engineering Consultants Roster. Award will be for five (5) years, based upon continued satisfactory performance by the firms.
24. Approved resolution authorizing the issuance of \$80 million in bonds and the refunding of the Water and Sewer Bonds Series 2012 for Water and Sewer Capital Projects.

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink, appearing to read "T. Douse".

Takiyah A. Douse, Interim Administrator

TAD/nd

RFQ #24-132

Engineering Consultant Services Rosters

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

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 2 – Water Treatment Plants:

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

Category 3 – Wastewater Treatment Plants:

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

Category 4 – Wastewater Collection System Flow Monitoring:

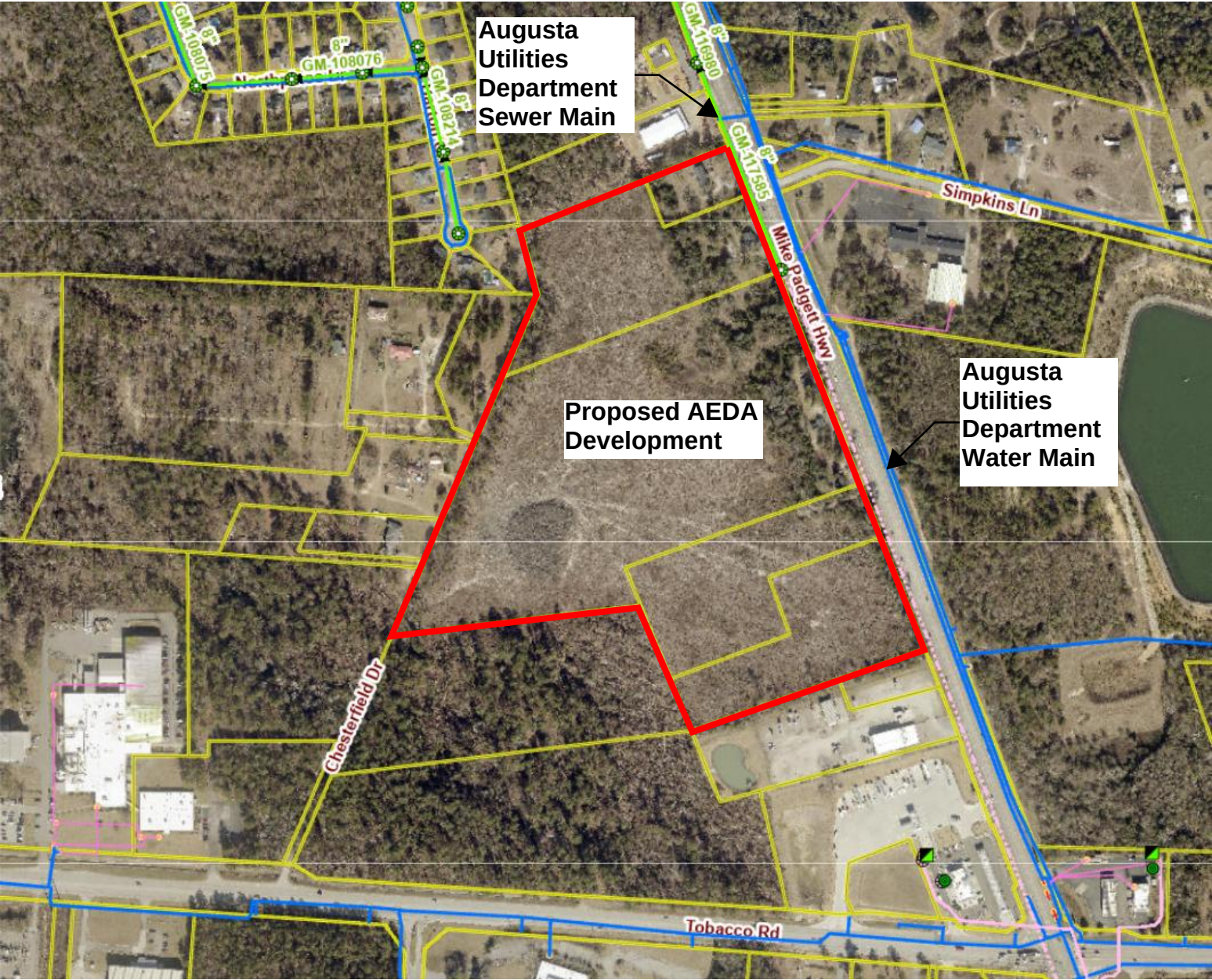
- ADS, LLC
- CHA Consulting, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- ~~W.K. Dickson & Company, Inc.~~ → *Acquired by Ardurra Group, 2024*

Category 6 – Dam Safety Engineering and Design

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





STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

CONSULTANT: [REDACTED]

PROJECT: [REDACTED]

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _____, 2024 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and Business Name, a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

Project Title

and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:



GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.



This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.



DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

CITY - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.



CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the “Agreement”).

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement - Including Attachments
2. General Conditions
3. Supplemental Conditions - Including Task Orders

DRAFT



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT's Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

9. TERMINATION OF AGREEMENT FOR CAUSE



If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY



The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

15. PROHIBITED INTERESTS



- 15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
- 15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.



CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.



24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:

ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair St., Suite 910
Augusta, GA 30911

CONSULTANT:

Copy to:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street; Suite 200
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CONSULTANT under this agreement.

27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONSULTANT is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits,



demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.



34. ACKNOWLEDGEMENT

"Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

CONSULTANT:

BY: _____

PRINTED NAME: _____

AS ITS: Principal

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

ATTEST:

PRINTED NAME: _____

AS ITS: Principal

DATE: _____

Copy To:

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



CONSULTANT'S RESPONSIBILITIES

CONSULTANT , in order to determine the requirements of the Project, shall review the information in Attachment A - Scope of Services. CONSULTANT shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for design to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 - Insurance.



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE

CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.



ATTACHMENT A - SCOPE OF SERVICES

Please see the attached JLA proposal for this item.

DRAFT



ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.



ATTACHMENT C - LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The term of services will be one year, with the start and end date issues in the Notice to Proceed. Augusta has the option to renew the agreement annually for the duration of four (4) additional one-year terms.

Please see the attached JLA proposal for this item.

DRAFT



CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items (CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).

Prior to Authorization To Proceed:

- ☒ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- ☐ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY'S Request for Proposal.
- ☐ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

- ☐ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- ☐ Provide CITY with information on the project site(s), including the following:
 - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
 - Soil type(s)
 - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
 - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
 - Identification of potential problems in meeting design objectives.
- ☐ Site Plan (If Required)

Throughout project:

- ☐ Prepare printed responses to comments received from the CITY following reviews.
- ☐ Provide the necessary plats for easement acquisition and DOT/other permit application.
- ☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- ☐ Prepare and submit plans to EPD for review and approval when required.



- ☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.
- ☐ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

- ☐ Coordinate with the City Procurement Department to advertise the project.
- ☐ Fax bid information to CITY.
- ☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.
- ☐ Prepare letter of recommendation for award of the contract.
- ☐ Develop conformed contract documents and forward to the CITY for execution.
- ☐ Attend the pre-construction meeting as a technical reference to the CITY.
- ☐ Provide clarification related to the plans/specifications throughout design and construction.
- ☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- ☐ Provide Services During Construction as follows:
 - Attend project meetings as scheduled by the CITY
 - Recommend design changes as field conflicts arise (site visits may be required)
 - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
 - Provide clarification of plans and specifications throughout construction
 - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: _____

TITLE: DIRECTOR

DATE: _____

CONSULTANT

BY: _____

PRINTED NAME: _____

TITLE: Principal

DATE: _____



ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.

DRAFT



BEST AND FINAL FEE PROPOSAL

DRAFT

DRAFT

ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

FEE AGREEMENT

Item 14.

PROPOSAL #: 2025-105_R3

DATE: 8/25/2025

To: Chad Hendrix, PE
Assistant Director
Augusta Utilities Department
452 Walker St., Suite 200
Augusta, GA 30901

SENT BY: ☐ PHONE
☐ FAX
☒ EMAIL chendrix@augustaga.gov

RE: AUD Housing Development (Southern Oaks) Utility Service Extension

BY: TREVOR WIMBERLY, P.E.

TIME FRAME: Design Phase – 90 Days from issuance of Notice to Proceed.

FEE ARRANGEMENT:

Design Phase

Utility and Topographic Survey:	\$10,950
Utility Design & Bid Documents:	\$21,450
Total:	\$32,400 Lump Sum

Construction Phase

Bid Phase Services:	\$ 5,500
Construction Phase Services:	\$ 6,100
Project Close-Out (As-builts):	\$ 6,500
Total:	\$18,100 Hourly, Not to Exceed

Total Purchase Order Amount: \$50,500

Estimated Reimbursables including permit fees, printing, mileage, etc. are not included in the Design Phase lump sum fee above. These and the Construction Phase services shall be billed per the attached fee schedule.

LOCATION: Mike Padgett Hwy & Tobacco Road

SCOPE OF SERVICES:

General: The purpose of the services provided by JLA under this contract is to provide engineering design services necessary for the extension of two water main extensions across Mike Padgett Highway to parcel 157-0-011-00-0. The design will incorporate necessary plans and details to support required permitting efforts with respect to land disturbance (NPDES) and Georgia DOT encroachment.

I. Basic Services

A. Verifications of Existing Conditions:

1. JLA will perform topographic survey for approximately 5 acres along the utility routing, including underground utility location work and necessary data for completing a GDOT encroachment permit.

B. Utility Design – Study, Design & Bid Documents:

1. Provide preliminary water main layout considering environmental, topography, property boundaries, and other above ground and subsurface utilities and structures, constructability and cost for review by AUD. Sanitary sewer (lift station) design for the residential property will be provided by others.
2. Define limits of the service area tributary to the proposed sewer and water extensions.

3. Verify number of existing and future customers (residential, commercial, etc.) to be served on the proposed extension based on developability of available land and land zoning and determine utility sizing.
4. Develop plan and profile drawings.
5. Finalize preparation of permit documents related to land disturbance and GDOT encroachment (one set of documents per water main crossing). JLA will assist AUD in preparing applications and seeking permit approvals.
6. Provide approximate construction estimate.

C. Bid Documents - JLA will provide drawings and specifications, including the following front-end specifications in digital format for AUD/Procurement:

1. Index of Specifications
2. Instruction to Bidders
3. Bid Form
4. Agreement
5. Notice of Award
6. Notice to Proceed
7. Change Order
8. Bid Bonds
9. Performance and Payment Bonds
10. General Conditions
11. Supplementary Conditions
12. Special Conditions
13. Application for Payment
14. Certificate of Substantial Completion

D. Bid Phase Services

1. Attend Pre-Bid Meeting.
2. Issue Addendum (if required).
3. Attend Bid Opening.
4. Provide Certified Bid Tabulation and letter of recommendation.

E. Construction Phase Services

1. Attend Pre-construction meeting
2. Review Submittals
3. Attend monthly contractor meetings and progress review
4. Respond to RFI's and field conflicts
5. Perform key inspections
6. Review pay requests
7. Participate in semi-final, final inspections and project acceptance.

F. Project Close-Out (As-builts).

1. Augusta-Richmond County requires as-built certification for permitted construction projects. This requirement involves an updated site survey of the completed project including constructed site hardscapes, stormwater infrastructure, utilities and as-built checklist all to be stamped and certified by a Professional Surveyor and Professional Engineer.

II. Exclusions:

- A. The following items are excluded from the Lump Sum portion of this proposal and are either to be provided by others or are reimbursable costs:
1. Review and permit fees by government agencies (reimbursable to JLA)
 2. Easements plats (temporary and permanent) for utility installation (by others)

Terms and Conditions

Johnson, Laschober & Associates P.C. (JLA) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site -- Unless otherwise stated, JLA will have access to the site for activities necessary for the performance of the services. JLA will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Fee -- The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments -- Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and JLA may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications -- The Client shall indemnify and hold harmless JLA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except JLA) or anyone for whose acts any of them may be liable.

Hidden Conditions -- A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If JLA has reason to believe that such a condition may exist JLA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) JLA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, JLA shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocation -- In recognition of the relative risks, rewards and benefits of the project to both the Client and JLA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, JLA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of JLA's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to JLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Jobsite Safety -- Neither the professional activities of JLA, nor the presence of JLA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JLA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, JLA, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Termination of Services -- This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay JLA for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents -- All documents produced by JLA under this agreement shall remain the property of JLA and may not be used by this Client for any other endeavor without the written consent of JLA.

Applicable Law -- Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of JLA.

Johnson, Laschober & Associates, P.C.:

Accepted by **Augusta Utilities Department** :

(signature)

(signature)

(printed name/title)

(printed name/title)

Billing Address: _____

(executed agreement date)

**UTILITIES DEPARTMENT****Wes Byne, P.E.**
Director**Chad Hendrix, P.E.**
Assistant Director

TO: Andy Penick, Director
Procurement Department

THROUGH: Wes Byne, P.E., Director 
Utilities Department

FROM: John DeRosa, Project Manager 
Utilities Department

Cc: Chad Hendrix, P.E., Assistant Director 
Utilities Department

DATE: 08/28/2025

SUBJECT: Engineering Services Justification
AUD Sewer and Water Main Extensions – AEDA Development

In partnership with state and local entities to support new housing opportunities and to strengthen Augusta's workforce capacity, Augusta Utilities (AUD) has engaged Johnson, Laschober & Associates, PC to provide engineering services including assessment, design, bidding, construction administration services for the extension of water and sewer utilities to support a proposed AEDA development project.

The attached proposal outlines these services, and AUD has determined that the associated costs are fair and reasonable. Johnson, Laschober & Associates, PC is prequalified under RFQ 24-132, approved by the Commission on June 27, 2024.

AUGUSTA - RICHMOND COUNTY

REQUISITION

FUND# 507 - Capital Improvements

CHECK ALL THAT APPLY:

DATE: 8/28/2025
 Department: Utilities
 GL#: 514043490 - 5212999
 JL#: 80599999 - 5212999
 BID ITEM # RFQ 24-132

☐ WATER
☐ SEWER
☐ BOTH
☐ ENGINEERING
☐ CONSTRUCTION
☒ PROFESSIONAL SERVICES
☐ CHANGE ORDER

☒ COMMISSION APPROVAL Date 06/27/2024
☐ ADMINISTRATIVE APPROVAL Date
☐ CHANGE ORDER Date

JL#: 805999999 - 5212999		VENDOR:		Johnson, Laschober & Associates, PC			
		ADDRESS:		1296 Broad Street, PO Box 2103 Augusta, GA 30903			
		PHONE #:		706-724-5756			
BID ITEM # RFQ 24-132		QUOTED BY:		Trevor Wimberly			
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
1.	Engineering Services for Permitting, Design, Bidding, and Construction Administration of Water and Sewer Extensions for AEDA Development	1	50,500.00	50,500.00		0.00	0.00
2.				0.00		0.00	0.00
3.				0.00		0.00	0.00
4.				0.00		0.00	0.00
5.				0.00		0.00	0.00
6.				0.00		0.00	0.00
7.				0.00		0.00	0.00
8.				0.00		0.00	0.00
9.				0.00		0.00	0.00
10.				0.00		0.00	0.00
11.				0.00		0.00	0.00
12.				0.00		0.00	0.00
13.				0.00		0.00	0.00
14.				0.00		0.00	0.00
SHIPPING CHARGES							
TOTAL				50,500.00		0.00	0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Vendor approved via Engineering Consultant Roster, RFQ 24-132 Commission Approved 06/27/2024

REQUESTED BY: 

APPROVED BY: 

Directors
 Signature:

DRAFT

JLA
ARCHITECTS + ENGINEERS + LANDSCAPE ARCHITECTS

FEE AGREEMENT

PROPOSAL #: 2025-105_R3**DATE:** 8/25/2025

To: Chad Hendrix, PE
Assistant Director
Augusta Utilities Department
452 Walker St., Suite 200
Augusta, GA 30901

SENT BY: ☐ PHONE
☐ FAX
☒ EMAIL chendrix@augustaga.gov

RE: AUD Housing Development (Southern Oaks) Utility Service Extension**BY:** TREVOR WIMBERLY, P.E.**TIME FRAME:** Design Phase – 90 Days from issuance of Notice to Proceed.**FEE ARRANGEMENT:** **Design Phase**

Utility and Topographic Survey:	\$10,950
Utility Design & Bid Documents:	\$21,450
Total:	\$32,400 Lump Sum

Construction Phase

Bid Phase Services:	\$ 5,500
Construction Phase Services:	\$ 6,100
Project Close-Out (As-builts):	\$ 6,500
Total:	\$18,100 Hourly, Not to Exceed

Total Purchase Order Amount: **\$50,500**

Estimated Reimbursables including permit fees, printing, mileage, etc. are not included in the Design Phase lump sum fee above. These and the Construction Phase services shall be billed per the attached fee schedule.

LOCATION: Mike Padgett Hwy & Tobacco Road**SCOPE OF SERVICES:**

General: The purpose of the services provided by JLA under this contract is to provide engineering design services necessary for the extension of two water main extensions across Mike Padgett Highway to parcel 157-0-011-00-0. The design will incorporate necessary plans and details to support required permitting efforts with respect to land disturbance (NPDES) and Georgia DOT encroachment.

I. Basic Services**A. Verifications of Existing Conditions:**

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2. Define limits of the service area tributary to the proposed sewer and water extensions.

DRAFT

3. Verify number of existing and future customers (residential, commercial, etc.) to be served on the proposed extension based on developability of available land and land zoning and determine utility sizing.
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Indemnifications – The Client shall indemnify and hold harmless JLA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except JLA) or anyone for whose acts any of them may be liable.

Hidden Conditions – A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If JLA has reason to believe that such a condition may exist JLA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) JLA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, JLA shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocation – In recognition of the relative risks, rewards and benefits of the project to both the Client and JLA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, JLA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of JLA's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to JLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Jobsite Safety – Neither the professional activities of JLA, nor the presence of JLA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JLA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, JLA, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Termination of Services – This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay JLA for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents – All documents produced by JLA under this agreement shall remain the property of JLA and may not be used by this Client for any other endeavor without the written consent of JLA.

Applicable Law – Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of JLA.

Johnson, Laschober & Associates, P.C.:

Accepted by **Augusta Utilities Department** :

(signature)

(signature)

(printed name/title)

(printed name/title)

Billing Address: _____

(executed agreement date)

Johnson, Laschober & Associates, PC
1296 Broad Street
PO Box 2103
Augusta, GA 30903

Page 3 of 3

Telephone: 706-724-5756

Fax: 706-724-3955

Web Site: www.theJLAgroup.com

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Engineering Services Committee Meeting

September 9, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the August 26, 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



ENGINEERING SERVICES COMMITTEE MEETING MINUTES

Commission Chamber

Tuesday, August 26, 2025

1:15 PM

ENGINEERING SERVICES

1. Motion to determine that portion of Dogwood Terrace Apartments approximately 722 feet of Bolt Drive as shown on the attached plat, 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).

Motion to approve

Motion made by Guilfoyle and seconded by Turnley

Voting Yea: Clark, Turnley, Johnson, Guilfoyle

Motion carried 4-0

2. Motion to **approve** the minutes of the August 12, 2025 Engineering Services Committee Meeting.

Motion to approve

Motion made by Guilfoyle and seconded by Turnley

Voting Yea: Clark, Turnley, Johnson, Guilfoyle

Motion carried 4-0

3. Approve proposal to enter an Engineering Services Contract with Schnabel Engineering, to provide engineering services including assessment, design, bidding, and construction administration services for the repair of embankment damages on the Augusta Canal in the amount of \$394,000.00.

Motion to approve

Motion made by Guilfoyle and seconded by Johnson

Voting Yea: Clark, Turnley, Johnson, Guilfoyle

Motion carried 4-0

4. Approve Supplementing Construction Contract of Sediment Dredging and Disposal Construction Services to Waterfront Property Services, LLC Waterfront Property Services, LLC dba Gator for continuation of sediments dredging and including Turknett Spring Sediment Basin area (Task Order 2). Also approve supplemental funding in the amount of \$1,150,000.00 for Turknett Spring Sediment Basin Task Order 2 dredging activities. AE/ RFP 20-224

Motion to approve

Motion made by Guilfoyle and seconded by Turnley

Substitute Motion forward to full Commission without recommendation

Voting Yea: Clark, Turnley, Johnson, Guilfoyle

Motion carried 4-0

5. Motion to authorize condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-156-00-0) 526 Laney Walker Blvd. (East Augusta Drainage and Improvements Phase IV Project).

Motion to approve

Motion made by Guilfoyle and seconded by Turnley

Voting Yea: Clark, Turnley, Johnson, Guilfoyle

Motion carried 4-0

6. Extension of Rental of Bypass pumps for #8 Raw water

Motion to approve

Motion made by Guilfoyle and seconded by Turnley

Voting Yea: Clark, Turnley, Johnson, Guilfoyle

Motion carried 4-0

7. Motion to authorize condemnation to acquire a portion of property for permanent drainage easement and temporary construction easement (Parcel 061-3-053-00-0) 408 Artmus Street (East Augusta Drainage and Improvements Phase IV Project).

Motion to approve

Motion made by J. Johnson and seconded by Turnley

Voting Yea: Clark, Turnley, Johnson, Guilfoyle

Motion carried 4-0

8. Motion to authorize condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-165-00-0) 508 Laney Walker Place (East Augusta Drainage and Improvements Phase IV Project).

Motion to approve

Motion made by J. Johnson and seconded by Turnley

Voting Yea: Clark, Turnley, Johnson, Guilfoyle

Motion carried 4-0

9. **Discussion and consideration** of a Usage Fee for Outside Entities Transporting Solid Waste and Landfill-Bound Material to the Augusta-Richmond County Landfill. **(Requested by Mayor Garnett Johnson) (deferred from August 19, 2025 Commission Meeting)**

Received as information without objection.

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