



## **ENGINEERING SERVICES COMMITTEE MEETING AGENDA**

Commission Chamber

Tuesday, October 10, 2023

1:20 PM

### **ENGINEERING SERVICES**

- 1.** Approve and authorize Augusta Engineering (AEESD) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT FY2024 Local Maintenance and Improvement Grant (FY2024 LMIG) for Road Improvements & maintenance projects (Listed under Financial Impact Section). Also authorize Augusta Mayor to sign GDOT E-Verify affidavit as need arises. Requested by Engineering.
- 2.** Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT\_Geotech) Services contract in the amount of \$375,000.00 for Broad Street Improvements Project-CMT Phase1. Atlas assigned to Broad Street construction. RFP 19-179 / Requested by Engineering.
- 3.** Approve \$72,000 for annual funding for the current CNG Stations Maintenance Contract to Atlanta Gas Light Company (AGL). Requested by Engineering. Bid 20-216 The award was for 2 years with an option to extend for 3 additional 1 yr terms. Approved by Commission 5/3/22. 2 year term to expire 5/2/24.
- 4.** Approve Initial Phase funding for Streambank Stabilization Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$163,665 for Rocky Creek Improvements. Requested by Engineering. RFQ 19-152.
- 5.** Approve entering into an agreement with Jefferson Energy (JE), stating that the City of Augusta will pay for the JE Facility Relocation Cost on McNutt Road Dirt Road Paving Project in accordance with the JE estimate totaling \$214,542.58, subject to verification of prior rights. Also, approve the Utility Relocation Agreement to be executed by the Augusta, Georgia Legal Counsel and the Mayor, and approve payment. Requested by Engineering.
- 6.** Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Barton Chapel Road @ Gordon Highway (SR10/US78) Intersection Improvements Project (PI #0012868). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering.
- 7.** Approve Worthington Subdivision – Sonic Lift Station Cost Sharing Agreement.
- 8.** Approve the Dedication of Water and Sanitary Sewer for The Shoppes at the Apex.
- 9.** Approve the Dedication of Water and Sanitary Sewer for Brookstone North Phase II.

10. Motion to approve the minutes of the Engineering Services Committee held on September 12, 2023.



## Commission Meeting

Meeting Date: October 17, 2023

GDOT FY2024 Local Maintenance and Improvement Grant (LMIG)

File Reference: 23-014(A)

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<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve and authorize Augusta Engineering (AEESD) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT FY2024 Local Maintenance and Improvement Grant (FY2024 LMIG) for Road Improvements & maintenance projects (Listed under Financial Impact Section). Also authorize Augusta Mayor to sign GDOT E-Verify affidavit as need arises. Requested by Engineering.
<b>Background:</b>	GDOT restructured its State Aid Program and named it as “Local Maintenance and Improvement Grant (LMIG).” LMIG is a formula-based grant from GDOT that is funded through the motor fuel tax. Grant funds are typically used to supplement local projects for road improvements and road resurfacing efforts based on priority. Augusta is eligible to receive approximately \$2.5 million through GDOT FY2024 LMIG Program.
<b>Analysis:</b>	GDOT LMIG financial assistance is critical for completing AED projects such as roadway improvements and maintenance construction projects. This financial assistance is available on a yearly basis. In addition to this yearly assistance, GDOT also provides LMIG funds to AED on as requested basis depending on LMIG additional funds availability on the state level, demonstrated need and local project connectivity to state road system.
<b>Financial Impact:</b>	<p>Augusta, GA AED will receive \$2,534,101.07 in GDOT FY24LMIG. A local funding match of 10% is required. FY2024LMIG partially funded AED proposed projects are:</p> <ul style="list-style-type: none"> <li>i) Broad Street Roadway &amp; Drainage Improvements (15th to East Boundary); and ii) Barton Chapel Rd @ Gordon Hwy Intersection Improvements. Additional road resurfacing may be added if there is saving in contracted work for listed improvements or additional funding becomes available.</li> </ul>
<b>Alternatives:</b>	1. Do not approve and loose FY2024 LMIG Funds that are designated for Augusta, Georgia.
<b>Recommendation:</b>	Approve and authorize Augusta Engineering (AEESD) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance

from GDOT FY2024 Local Maintenance and Improvement Grant (FY2024 LMIG) for Road Improvements & maintenance projects (Listed under Financial Impact Section).

Item 1.

**Funds are available in the following accounts:** (\$2,534,101.07) 330-041110 – 54.14110 - FY2024 LMIG funds with 10% local match from SPLOST 8 funds

10% Match = 253,410.11 SPLOST 8 Road Resurfacing & Traffic Safety Operation

\$100,000) 330-0411120 - 222830908; (153,410.11) 330-041110-222830909

**REVIEWED AND  
APPROVED BY:**

HM/SR

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 20 24  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

**LOCAL GOVERNMENT INFORMATION**

Date of Application: October 17, 2023

Name of local government: Augusta, Georgia

Address: 452 Walker Street, Suite 101, Augusta, GA 30901

Contact Person and Title: Hameed Malik, Ph.D., PE, Director Engineering & Environmental Services

Contact Person's Phone Number: (706)796-5068

Contact Person's Fax Number: (706)796-5045

Contact Person's Email: hmalik@augustaga.gov

Is the Priority List attached? N/A

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, Hameed Malik, PE (Name), the Director of Engineering (Title), on behalf of Augusta, Georgia (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 of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), 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).

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 24**

**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 roadway or bridge 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:

46923

E-Verify Number

\_\_\_\_\_(Signature)

Sworn to and subscribed before me,

Garnett L. Johnson (Print)

This \_\_\_\_ day of \_\_\_\_\_, 2023 .

Mayor / Commission Chairperson

In the presence of:

\_\_\_\_\_(Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

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

NOTARY SEAL:

2024 LMIG PROJECT REPORT

COUNTY / CITY           RICHMOND/AUGUSTA          

ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE
Broad Street	15 <sup>th</sup> Street	East Boundary	Approx. 2.2	Roadway & Drainage Improvements	\$17,521,003 (LMIG:\$1,000,000)	November 2023
Barton Chapel Rd. @ Gordon Hwy	N/A	N/A	N/A	Intersection Improvements	\$4,306,964 LMIG:\$1,534,102)	November 2023

October 23, 2023

Bill Wright, GDOT State Aid Administrator  
GDOT - One Georgia Center  
600 W. Peachtree St., NW, 17<sup>th</sup> Floor  
Atlanta, GA 30308

Subject: FY 2024 State Local Maintenance and Improvement  
Grant (LMIG) Application  
File Reference: 23-014(A)

Dear Mr. Wright:

Please find enclosed Augusta, GA Local Maintenance and Improvements Grant (LMIG) Application for FY 2024.

Contact information for questions concerning this submittal is listed below:

**Hameed Malik, Ph.D., PE, Director**  
**Augusta, GA Engineering & Environmental Services Department**  
**452 Walker St., Suite 110, Augusta, GA 30901**  
**Telephone: (706) 796-5040**  
**Fax: (706) 796-5045**  
**E-mail: [hmalik@augustaga.gov](mailto:hmalik@augustaga.gov)**

Sincerely,

Garnett L. Johnson  
Mayor

Attachment: RC FY2024 LMIG Application

cc: Matthew Sammons, GDOT District 2 State Aid Coordinator  
Takiyah Douse, Interim Administrator  
Hameed Malik, Ph.D., PE, Director - Engineering  
Lewis Avery, CPA, Assistant Director Finance and Administration, AED  
Timothy E. Schroer, CPA, Assistant Director – Finance  
File





## Commission Meeting

Meeting Date: October 17, 2023

Broad Street Improvements (PI #0011382)

Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/  
Quality Control, and Geotechnical Services (CMT)-RFP 19-179

File Reference: 23-014(T)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of \$375,000.00 for Broad Street Improvements Project-CMT Phase1. Atlas assigned to Broad Street construction. RFP 19-179 / Requested by Engineering.
<b>Background:</b>	The Broad Street Improvements is a project from the “Approved Investment List” of TIA that was approved by voters of the CSRA in the July 31, 2012 referendum. This is a Band 3 project and TIA funds are allocated for construction. On August 1, 2023, Augusta Commission awarded the road construction contract to E.R. Snell Contractor. Field and Laboratory Testing for Soil and Construction Material, Geotechnical Inspection and Investigation Services are integral parts of the construction activities to ensure improvements quality control and quality assurance, and construction per design. Construction quality assurance & quality control (QA/QC) is essential to construction of good roads and is TIA program requirement.
<b>Analysis:</b>	On August 2019, commission approved award of CMT_Geotech Services contract with Atlas (ATC Group Services LLC), Matrix Engineering Group, Inc. (MEG), and MC Squared, Inc. (MC2) being the selected firms. Atlas was assigned to Broad Street construction. The assistance of outside construction services will help AED with ensuring a quality finished roadway infrastructure. It is a practical approach to sustain much needed construction QA/QC during construction phase of a project.
<b>Financial Impact:</b>	Funds are available in Project TIA Funds.
<b>Alternatives:</b>	1. Do not approve and find alternative way to provide required CMT_Geotech, Construction QA/QC Services and meet TIA construction QA/QC requirements.

**Recommendation:** Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT\_Geotech) Services contract in the amount of \$375,000.00 for Broad Street Improvements Project-CMT Phase1. Atlas assigned to Broad Street construction. RFP 19-179 / Requested by Engineering,

**Funds are available in the following accounts:** (\$375,000) 371-041110 -54.14110 / T15040107-54.14110 - Project TIA Funds

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



### Augusta Engineering Department

Attn: June Hamal  
452 Walker Street, Suite 110  
Augusta, Georgia 30901

Re: Proposal for CEI and Materials Testing Services for Broad Street - PI 0011382 Richmond Co.

Dear Ms. Hamal,

Per your request, it is our pleasure to submit Atlas' revised cost proposal to the Augusta Engineering Department (AED) to perform Construction Engineering and Inspection (CEI) and materials testing services for the Broad Street project.

The proposed cost to provide CEI and materials testing services for the Broad Street project would be for total amount not to exceed \$793,049.00 based on the 3½ year project duration. Pricing for the project is noted in the table below.

CEI & MATERIALS TESTING	HRS/Days	RATE	TOTAL
Phase I			
Professional Engineer (Issue Recommendation, Geotechnical Consultation, Report Review, & Site Visits (Avg 1.5 days (12 hrs.))	230	\$115/HR	\$26,450
Project Manager Part-Time (Avg 15 hrs./wk)	1,250	\$85/HR	\$106,250
Senior Inspector - Full-time (Avg 252 working days/yr)	426	\$496/Day	\$211,296
Materials Testing per RFP-179	-	-	\$30,832
Total Phase I			374,828
Phase II			
Professional Engineer (Issue Recommendation, Geotechnical Consultation, Report Review, & Site Visits (Avg 1.5 days (12 hrs.))	274	\$115/HR	\$31,510
Project Manager Part-Time (Avg 15 hrs./wk)	1,480	\$85/HR	\$125,800
Senior Inspector - Full-time (Avg 252 working days/yr)	456	\$496/Day	\$226,176
Materials Testing per RFP-179	-	-	\$34,735
Phase II			418,221
TOTAL NOT TO EXCEED			\$793,049

Per AED, funding for the project will be split into two phases. Phase I, in the amount of \$374,828, will begin on or around October 1, 2023 with an estimated duration of 19 months or until April 30, 2025. Phase II, in the amount of \$418,221, will begin after Phase I or May 1, 2025 and extend the remainder of the 23 months or until March 31, 2027.

Atlas values our working relationship with the City of Augusta. The Atlas team is available to meet and discuss in more detail at your convenience if necessary. Please feel free to contact me at 470.432.6740 with any questions regarding this proposal.

Sincerely,

A handwritten signature in blue ink, reading "Monica L. Flourney", is displayed on a light yellow rectangular background.

Monica L. Flourney, P.E.  
Georgia Field Operations Manager

c: Todd Long, PE, PTOE, Atlas Southeast Hub Lead



**RFP 19-179 On-Call Construction Material Inspection and Testing,  
Construction Monitoring and Quality Assurance/Quality Control and  
Geotechnical Inspections and Investigations  
for Augusta, GA – Engineering Department  
RFP Due: Friday, March 29, 2019 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 10**  
**Total Number Specifications Download (Demandstar): 8**  
**Total Electronic Notifications (Demandstar): 125**  
**Georgia Procurement Registry: 448**  
**Mandatory Pre-Qualifications Conference Attendees: N/A**  
**Total Number Mailed to Local Vendors: 3**  
**Total packages submitted: 9**  
**Total Noncompliant: 0**

VENDORS	Attachment "B"	E-Verify	Save Form	Addendum 1	Fee Proposal	Original	7 Copies
CSRA TESTING & ENGINEERING 1005 EMMETT STREET, SUITE A AUGUSTA, GA 30904	Yes	138689	Yes	Yes	Yes	Yes	Yes
NOVA ENGINEERING 3900 KENNESAW 75 PKWY SUITE 100 KENNESAW, GA 30144	Yes	124398	Yes	Yes	Yes	Yes	Yes
MC SQUARED INC 1275 SHILOH RD NW SUITE 2620 KENNESAW, GA 30144	Yes	228126	Yes	Yes	Yes	Yes	Yes
WOOD 2677 BUFORD HWY ATLANTA, GA 30324	Yes	44372	Yes	Yes	Yes	Yes	Yes
ATC 1453 GREENE STREET AUGUSTA, GA 30901	Yes	46692	Yes	Yes	Yes	Yes	Yes
GMC 1450 GREENE STREET, SUITE 505 AUGUSTA, GA 30901	Yes	425070	Yes	Yes	Yes	Yes	Yes
MATRIX ENGINEERING 3459 WRIGHTSBORO RD, SUITE B AUGUSTA, GA 30909	Yes	46339	Yes	Yes	Yes	Yes	Yes
S & ME 1527 CRESCENT DRIVE AUGUSTA, GA 30909	Yes	53285	Yes	Yes	Yes	Yes	Yes



**RFP 19-179 On-Call Construction Material Inspection and Testing,  
Construction Monitoring and Quality Assurance/Quality Control and  
Geotechnical Inspections and Investigations  
for Augusta, GA – Engineering Department  
RFP Due: Friday, March 29, 2019 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 10**  
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**Georgia Procurement Registry: 448**  
**Mandatory Pre-Qualifications Conference Attendees: N/A**  
**Total Number Mailed to Local Vendors: 3**  
**Total packages submitted: 9**  
**Total Noncompliant: 0**

<b>VENDORS</b>	<b>Attachment "B"</b>	<b>E-Verify</b>	<b>Save Form</b>	<b>Addendum 1</b>	<b>Fee Proposal</b>	<b>Original</b>	<b>7 Copies</b>
<b>EMC ENGINEERING 4424 COLUMBIA RD, SUITE B MARTINEZ, GA 30907</b>	<b>Yes</b>	<b>324715</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>



## Office of the Administrator

Jarvis R. Sims, Interim Administrator

Suite 910- Municipal Building  
535 Telfair Street - Augusta, GA 30901  
(706) 821-2400 - FAX (706)821-9819

August 7, 2019

Dr. Hameed Malik  
Engineering Director  
452 Walker Street  
Augusta, GA 30901

Dear Hameed:

At the regular meeting held Tuesday, August 6, 2019, The Augusta, Georgia Commission took action on the following:

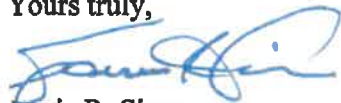
25. Approved funding for Design Consultant Services Supplemental Agreement Six to Pond and Company in the amount of \$38,790.00 for the Berckmans Road Widening, Realignment and Bridge Replacement Project – Phase II as requested by the AED. RFQ 11-108. (Approved by Engineering Services Committee July 30, 2019)
26. Approved entering into an annual contract and two yearly renewal option with GTSS for the maintenance and monitoring services for the Traffic Engineering ITS network in the amount of \$192,295.00 per year funded thru SPLOST IV reallocation funds. Requested by AED. RFQ 19-184 (Approved by Engineering Services Committee July 30, 2019)
27. Approved a request from the Lucy Craft Laney Museum of Black History for the placement of a cast iron marker issued by the State of Georgia and the Georgia Historical Society at 535 Telfair Street. (Approved by Engineering Services Committee July 30, 2019)
28. Determined that Merrimac Avenue North of Old Ironsides Boulevard as shown on the attached map has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. §32-7-2, with the abandoned property to be quit-claimed to the appropriate parties, as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities as directed by Augusta Engineering Department and Augusta Utilities Department. (Approved by Engineering Services Committee July 30, 2019)

Dr. Hameed Malik  
Engineering Department  
Page 2

29. Determined that Smith Lane, as shown on the attached map has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, and to receive as information the results of the public hearing 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 parties, as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities as directed by Augusta Engineering Department and Augusta Utilities Department and adopt the attached Resolution.  
(Approved by Engineering Services Committee July 30, 2019)
30. Approved Award of "On-Call Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/ Quality Control, and Geotechnical Inspections and Investigations (CMT Geotech)" Services Contract to ATC Group Services LLC, Matrix Engineering Group, Inc., and MC Squared, Inc., subject to receipt of signed contract and proper insurance documents. The Contract is for three years with renewal option of two additional years. Also, approve \$500,000 to fund the CMT Geotech Services. RFP 19-179.  
(Approved by Engineering Services Committee July 30, 2019)
38. Approved 1) The acceptance of the last segment of Cabela Dr. (430LF) subject to any maintenance and repair required to meet Augusta Engineering Department ROW standards and requirements as the necessary by Augusta Engineering Department being performed prior to Augusta, Georgia's acceptance of said ROW and at no cost to Augusta. 2) Continuing the acceptance of River Shoals Pkwy. (500LF) as public ROW. Upon the completion of the extension of River Shoals Pkwy, and at no construction cost to Augusta both dedications shall be accompanied by customary documents and warranties required by Engineering to ensure that said roads meet AED's ROW standards and requirements prior to the acceptance by Augusta, Georgia. Provided further and notwithstanding the above said portions of Cabela Dr. ROW segment shall be allowed at a width of 55ft or more and 60ft for River Shoals Pkwy.

If you have any questions, please contact me.

Yours truly,



Jarvis R. Sims  
Interim Administrator





## Commission Meeting

Meeting Date: October 17, 2023

CNG Stations Maintenance AGL Contract-Annual Funding

Bid 20-126

File Reference: 23-014(L)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve \$72,000 for annual funding for the current CNG Stations Maintenance Contract to Atlanta Gas Light Company (AGL). Requested by Engineering. Bid 20-216 The award was for 2 years with an option to extend for 3 additional 1 yr terms. Approved by Commission 5/3/22. 2 year term to expire 5/2/24.
<b>Background:</b>	The CNG stations are a critical element in the operations of Solid Waste Collection program. All trucks operating under the collections contract are required to run on CNG. The current maintenance contract requires 24 hour monitoring of the station, as well as emergency response times of 2 hours or less, in the event that the station becomes non-operational. Additionally, the CNG stations require periodic preventive maintenance and service to ensure efficient and continuous operations. On May 3, 2022, Augusta Commission awarded CNG routine periodic maintenance contract to AGL.
<b>Analysis:</b>	The CNG stations are currently managed under the Environmental Services Operations. Tobacco Road CNG station became operational on June 1, 2013 and the second CNG on Scott Nixon Road in 2017. AGL is under contract for these two CNG Stations periodic routine maintenance. Associated funding is in waste collection annual operational budget. Funds are added to the contract per yearly maintenance.
<b>Financial Impact:</b>	Funds in amount of \$72,000 are available in Environmental Services Operation FY2023 budget (542-04-4110/5211120).
<b>Alternatives:</b>	Not proposed.
<b>Recommendation:</b>	Approve \$72,000 for annual funding for the current CNG Stations Maintenance Contract to Atlanta Gas Light Company (AGL). Requested by Engineering. Bid 20-126.
<b>Funds are available in the following accounts:</b>	(\$72,000) 542044110 – 52.11120- Waste Collection Funds

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

HM/SR

*Item 3.*



**Bid Item #20-216 CNG Maintenance Services,  
for Augusta, GA - Environmental Services Department  
Opening Date: Monday, August 10, 2020 @ 11:00 a.m. VIA ZOOM**

**Total Number Specifications Mailed Out: 12**  
**Total Number Specifications Download (Demandstar): 2**  
**Total Electronic Notifications (Demandstar): 22**  
**Georgia Procurement Registry: 89**  
**Total packages submitted: 4**  
**Total Noncompliant:**

VENDORS	Attachment "B"	E-Verify #	Addendum 1	Save Form	Base Rate	Hr. Rate	Exceptions
E&E Metal Solutions, LLC 1571 Hwy 25 N. Keysville, GA 30816	Yes	1572967	Yes	Yes	\$400.00	\$90.00	
Atlanta Gas Light 2502 Landrum Court Atlanta, GA 30907	Yes	40635	Yes	Yes	900 (2 X \$450.00) (Per Station)	\$90.00	Yes
Trillium Transportant Fuels, LLC DBA Trillium 2929 Alenn Pkwy. , Suite 4100 Houson, TX 77019	Yes	1110469	Yes	Yes	\$1,100.00	\$105.00	Yes
Clean Energy DBA Clean Energy Corp. 4675 MacArthur Court, Suite 800 Newport Beach, CA 92660	Yes	145686	Yes	Yes	\$2,500.00	\$160.00	Yes

**Office of the City Administrator**

Takiyah A. Douse  
Interim City Administrator

May 3, 2022

Dr. Hameed Malik, Interim Director  
Environmental Services  
4330 Deans Bridge Road  
Blythe, GA 30805

Dear Dr. Malik:

At the regular meeting held Tuesday, May 3, 2022, The Augusta, Georgia Commission took action on the following:

7. Approved the award of bid item #20-126 and contract for CNG maintenance Services to/with Atlanta Gas and Light (AGL) Resources. The award recommendation is for two years with an option to extend for 3 additional 1 year terms. (Approved by Engineering Services Committee April 26, 2022)

If you have any questions, please contact me.

20-21b

In Service,

A handwritten signature in blue ink that reads "T Douse".

Takiyah A. Douse  
Interim City Administrator



### Commission Meeting

Meeting Date: October 17, 2023

Engineering Services for Rocky Creek Improvements Design, Permitting and Construction – RFQ 19-152

Johnson, Laschober & Associates – Task Order One

File Reference: 23 – 014(A)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve Initial Phase funding for Streambank Stabilization Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$163,665 for Rocky Creek Improvements. Requested by Engineering. RFQ 19-152.
<b>Background:</b>	Streambank erosion and flooding are noted county-wide and both have a negative impact on adjacent properties. The objective of the Stream Bank Restoration and Improvements program, in areas experiencing localized flooding and associated property damage, is to implement control measures and improvements that reduce flood risk and improve stream banks conditions. On May 8, 2019 Commission approved the award of Streambank Stabilization Design, Permitting and Construction Engineering Services Agreement to three qualified firms including JLA. Work is released as Phased Task Order.
<b>Analysis:</b>	This project is located in the Rocky Creek Basin/Watershed, and the creek flows through it. Areas in the project boundary currently experience flooding and bank erosion. The proposed project will improve Rocky Creek stabilization and reduce risk of flood hazard both upstream and downstream.
<b>Financial Impact:</b>	Project SPLOST IV Funds (Rocky Creek Drainage Project).
<b>Alternatives:</b>	1). Do not approve and find alternative to complete the stream improvements.
<b>Recommendation:</b>	Approve Initial Phase funding for Streambank Stabilization Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$163,665 for Rocky Creek Improvements. Requested by Engineering. RFQ 19-152
<b>Funds are available in the following accounts:</b>	(\$163,665.00) 324041110-52.12115 / 209824002-52.12115 - SPLOST IV Funds

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

HM/SR

*Item 4.*



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

**FEE AGREEMENT****PROPOSAL #:** 017**DATE:** September 12, 2023**To:** Dr. Hameed Malik, Ph.D., PE  
Augusta Engineering Dept.**SENT BY:** ☐ PHONE 706-796-5040  
☐ FAX  
☒ EMAIL hmalik@augustaga.gov**RE:** Rocky Creek Flood Risk Reduction Project**BY:** Trevor A. Wimberly, P.E.**TIME FRAME:** Phase 1 – Ten (10) weeks from Notice to Proceed; Phase 2 – six (6) weeks from completion of Phase 1

<b>FEE ARRANGEMENT:</b>	Phase I – Research and Planning	\$48,850
	including Environmental Support (By Others)	\$67,965
	Phase II – Schematic Design (30%)	\$44,850
	<b>Total (Lump Sum)</b>	<b>\$161,665</b>

Estimated Reimbursables: \$2,000 (printing, mileage, etc.) not included in the Lump Sum fee above, to be billed per the attached fee schedule.

**SCOPE OF SERVICES:**

General: The purpose of the services provided by JLA under this contract is to provide preliminary engineering design support to provide flood mitigation for Rocky Creek between I-520 and Gordon Hwy. in Augusta, Georgia. Two project areas are included in the flood risk reduction along Rocky Creek: Area 1 – Between I-520 and North Leg Road and Area 2 - Between Wheelless Road and Gordon Hwy. Each area will use various methods of runoff storage to help protect downstream properties. Area 1 design, approximately 94 acres, will include dam modifications to the existing Rosedale dam and construction of an earthen dam near North Leg Road to restrict runoff and create storage for flood waters for increased stormwater events. Area 2 design, approximately 120 acres, will include inline and/or overflow ponds to create storage for flood waters for increased stormwater events as well as provide recreation for local Augusta-Richmond County (ARC) citizens.

**I. Research and Planning:**

- A. JLA will conduct field investigations along Rocky Creek for Area 1 and Area 2. This will include walking Rocky Creek, collecting existing condition information, taking photos, measurements and additional data that would be critical for the design. Three (3) site visits are included for each area.
- B. Develop observation reports of findings from field investigations.
- C. JLA will utilize GIS data as well as existing CAD files provided by the Owner to create base maps for both Area 1 and Area 2.
- D. Environmental Support (By Others) – Please see the attached Scope of Work by Pond & Company on the Environmental Support provided for this project.

**II. Schematic Design (30%)**

- A. Complete preliminary hydrology study for Area 1 and Area 2 to determine flood stages for designated storm events.
- B. Review existing files and drawings provided by AED on layout concepts. JLA will incorporate GPS mapping and environmental field survey data from Pond & Company into the project base maps. From concept plan review, JLA will provide concepts modifications as necessary and provide recommendations to be presented to AED for review.

- i. Area 1 – Establish outlet control for Rosedale Dam and stormwater storage area; Provide location of new earthen dam, outlet control structure and projected stormwater storage area west of North Leg Road.
  - ii. Area 2 – Provide location of stormwater storage pond(s), inlet point(s) and outlet control. Develop concept design of recreational park including but not limited to parking, drive access and pedestrian walking trails.
- C. Define necessary permits and specific permitting issues including preliminary wetland impacts.
  - D. Define necessary easements required for development of flood mitigation areas.

**SPECIAL CONDITIONS:**

Supporting Services that are not included in this fee proposal:

- 1. Georgia EPD NPDES and ARC Land Disturbance Permitting
- 2. Georgia DOT Encroachment Permitting
- 3. Boundary and Topographic survey
- 4. Geotechnical Investigation and Reports





**RFQ Opening**  
**RFQ Item #19-152**  
**Engineering Services for Streambank Stabilization Design,**  
**Permitting and Construction**  
**for the Augusta, GA – Engineering Department**  
**RFQ Due: Thursday, February 21, 2019 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 24**  
**Total Number Specifications Download (Demandstar): 2**  
**Total Electronic Notifications (Demandstar): 206**  
**Pre Qualifications Conference Attendees: 16**  
**Total packages submitted: 8**  
**Total Noncompliant: 0**

<b>VENDORS</b>	<b>Attachment "B"</b>	<b>E-Verify Number</b>	<b>SAVE Form</b>	<b>Original</b>	<b>7 Copies</b>
ALFRED BENESCH 1005 BROAD STREET SUITE 200 AUGUSTA, GA 30901	Yes	307873	Yes	Yes	Yes
GOODWYN, MILLS AND CAWOOD, INC 1450 GREENE STREET STE 505 AUGUSTA, GA 30901	Yes	425070	Yes	Yes	Yes
EMC-ENGINEERING SERVICES 4424 COLUMBIA RD SUITE B MARTINEZ, GA 30907	Yes	324745	Yes	Yes	Yes
POND & COMPANY 621 NW FRONTAGE RD, STE 320 AUGUSTA, GA 30907	Yes	175046	Yes	Yes	Yes
W. K. DICKSON & CO. 1450 GREENE STREET SUITE 225 AUGUSTA, GA 30901	Yes	110665	Yes	Yes	Yes
JOHNSON, LASCHOB & ASSOCIATES, P.C. 1296 BROAD STREET AUGUSTA, GA 30901	Yes	226309	Yes	Yes	Yes
CRANSTON ENGINEERING 452 ELLIS STREET AUGUSTA, GA 30903-2546	Yes	64684	Yes	Yes	Yes
ZEL ENGINEERS 435 TELFAIR STREET AUGUSTA, GA 30901					
BLUEWATER ENGINEERING SVCS P. O. BOX 617 EVANS, GA 30809	Yes	615987	Yes	Yes	Yes



### Commission Meeting

Meeting Date: October 17, 2023

McNutt Road Paving Project

Jefferson Energy Facilities Relocation

File Reference: 23-014 (A)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve entering into an agreement with Jefferson Energy (JE), stating that the City of Augusta will pay for the JE Facility Relocation Cost on McNutt Road Dirt Road Paving Project in accordance with the JE estimate totaling \$214,542.58, subject to verification of prior rights. Also, approve the Utility Relocation Agreement to be executed by the Augusta, Georgia Legal Counsel and the Mayor, and approve payment. Requested by Engineering.
<b>Background:</b>	The McNutt Road is a project from the Dirt Road Paving List. Improvements in addition to paving include targeted road alignment, drainage conveyance, and utilities relocation. Dirt Roads paving are SPLOST approved projects. Dirt Roads paving are contingent upon donating right of way & easements, if needed. All needed right of way & easements are acquired and then the project is ready to go to construction.
<b>Analysis:</b>	Due to the construction of the McNutt Road Project per designed alignment, it will become necessary for the JE to remove, relocate or make certain adjustments to its existing facilities. The Company asserts certain prior rights to the McNutt Road right of way, hence, Augusta will share cost of relocation, which is estimated \$214,542.58. This is a cost that is required to be paid by the Augusta to complete needed improvements.
<b>Financial Impact:</b>	Funds in amount of \$214,524.58 available in Engineering SPLOST 7-Paving Direct Roads.
<b>Alternatives:</b>	Do not approve and identify alternate ways to relocate Jefferson Energy facilities.
<b>Recommendation:</b>	Approve entering into an agreement with Jefferson Energy (JE), stating that the City of Augusta will pay for the JE Facility Relocation Cost on McNutt Road Dirt Road Paving project in accordance with the JE estimate totaling \$214,542.58. Also, approve the Utility Relocation Agreement to be executed by the Augusta, Georgia Legal Counsel and the Mayor, and approve payment as requested by Augusta Engineering

**Funds are available in** (\$214,542.58) 329041110-54.14510 -221829914-54.14510 **AED SPLOST**  
**the following accounts:** 7

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



# Jefferson Energy Cooperative

*An Electric Membership Corporation*

Item 5.

3077 Highway 17 North  
Post Office Box 457

Wrens, Georgia 30833

THIS IS THE RELOCATION COSTS FOR THE ENTIRE MCNUTT RD/MCNUTT WAY PROJECT IN RICHMOND COUNTY, GA.

RETIRE/INSTALLATION CONSTRUCTION: \$191,126.83

ROW CLEARING: \$2,400

ENGINEERING COST: \$21,015.75

TOTAL: \$214,542.58

8/29/2023

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Craig Pardue  
System Engineering Supervisor  
Jefferson Energy Cooperative



## Commission Meeting

Meeting Date: October 17, 2023

Barton Chapel @ SR10/US 78 (Gordon Hwy) Intersection Improvements

Construction Agreement

GDOT PI # 0012868

File Reference: 23 – 014(A)

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<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Barton Chapel Road @ Gordon Highway (SR10/US78) Intersection Improvements Project (PI #0012868). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering.
<b>Background:</b>	The Project is one of three traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. Project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of this project is to improve operation efficiency by widening 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.
<b>Analysis:</b>	Project being let by Augusta and received bids are under review by GDOT, GDOT will release Construction NTP soon after execution of subject Construction agreement (Agreement). Execution of the Agreement is time sensitive to avoid construction schedule drift causing redoing letting that may result in cost escalation that Augusta will be responsible to pay. The Agreement allows GDOT federal funding assistance to complete subject improvements.
<b>Financial Impact:</b>	Upon execution of Construction Agreement, Federal funds in amount of \$3,121,911 will become available for the project improvements.
<b>Alternatives:</b>	Do not approve and abandon the project.
<b>Recommendation:</b>	Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Barton Chapel Road @ Gordon Highway (SR10/US78) Intersection Improvements Project (PI #0012868). Also authorize Augusta Mayor and Clerk of Commission to execute

Agreement and its associated documents (electronic and hard copy).  
Requested by Engineering

Item 6.

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

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

## GDOT Local Let Construction Agreement Template

### Revision Index

Date of revision	Revision made	By Office	Reason
2012-October-03	Removed Appendix B, Lower Tier Contractor Certification Regarding Debarment, Suspension, And Other Responsibility Matters	Program Delivery	Required signature of sub-contractors prior to award of project
2013-August-27	Updated FHWA 1273 Form	Program Delivery	Updated by Federal Highway Administration
2013-November-07	Updated Article I, Paragraph 7 - Compliance	Program Delivery	Added verbiage for compliance with "Current Edition" for both Standard Specifications & Supplemental Specifications
2016-September-12	Added the Catalog of Domestic Federal Assistance Number (CFDA) to the first page	Program Control	Added 2 CFDA Nos. Only one shall be selected for each project agreement for FHWA compliance
2017-March-31	Added Federal Identification Worksheet	Program Delivery	Required by FHWA
2019-June-20	Merged document with cover letter and E-verify for routing in CATS	Program Delivery	Electronic routing of agreement necessitated this revision
2019-October-19	Revised executed date line on agreement to be one line; to be stamped by the Commissioner	Program Delivery	Electronic routing of agreement necessitated this revision
2020-October-16	Revised insurance coverage language in Article VI; Revision to references in Agreement to Exhibit "B"; Correction of minor format, reference and typographical errors	Legal	Insurance coverage is required by law
2021-January-13	Added Exhibit H – Sexual Harassment; added per required by law	Legal	Update required by law
2022-May-02	Updated DUNS Number referenced in the agreement to SAM Number	Financial Management	Federal Change
2022-June-27	Revised insurance coverage language in Article VI	Legal	Insurance coverage requirements revised

2022-Nov-1	Update to Exhibit C	Program Delivery	Updated work schedule at the request of District Contruction
2022-Dec-14	Updated cover letter	Program Delivery	Updated Payment information on cover letter
2023-Mar-03	Updated FHWA 1273 Form	Program Delivery	Updated by Federal Highway Administration
2023-Apr-04	Updated Section 18 sub-paragraph M	EEO/Legal	Added On-Job-Training Criteria
2023-June-14	Revised Federal Award Identification Worksheet	Financial Management	DUNS information replaced with UEI/SAM number

**Instructions: Replace highlighted text with project specific information, review entire template for changes applicable to specific project.**

**Remove this page prior to routing for signatures.**



CONSTRUCTION AGREEMENT  
Between  
GEORGIA DEPARTMENT OF TRANSPORTATION  
and  
CITY OF AUGUSTA

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

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

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

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid Project which consists of the construction of Project P.I. 0012868, hereinafter referred to as the "PROJECT"; and

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

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

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

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

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

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

## ARTICLE I SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be that this project proposes to construct 240 feet left turn lanes on Barton Chapel Road northbound and southbound for approximate 1000 feet and extend the left turn lane on Gordon Highway 220 feet westbound for approximate 700 feet to improve pedestrian and vehicular mobility and to reduce crashes and congestion at the existing intersection of CR 1502/Barton Chapel Road and SR 10/US 78/Gordon Highway. , as set forth in Exhibit A, the "WORK PLAN", which is further defined by the PROJECT estimate sheets ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II COVENANTS AGAINST CONTINGENT FEES

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

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

### ARTICLE III REVIEW OF WORK

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

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

### ARTICLE IV TIME OF PERFORMANCE

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

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

### ARTICLE V RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

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

#### ARTICLE VI INSURANCE

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

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

OR

☐ is self-insured.

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

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

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

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

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

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

c) Automobile Liability with at least the minimum coverage:

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

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

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

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

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



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

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

#### ARTICLE VII COMPENSATION AND PAYMENT

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

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D," BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is Four Million Three Hundrend Six thousand Nine hundred sixty four dollars and twenty five cents (\$4,306,964.25). The total estimated cost of the PROJECT to be financed using Federal/State programmed funds through the Georgia Department of Transportation is Federal/State Share written out X dollars and Y cents (\$000,000.00), which is the total State/Federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the federal/state contribution. In no event shall the Federal/State contribution of the project exceed **Federal/State Share written out X dollars and Y cents (\$000,000.00)**, which is the DEPARTMENT'S maximum obligation.

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

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

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

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

## ARTICLE VIII FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

## ARTICLE IX CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit "A," WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

## ARTICLE X RIGHT OF FIRST REFUSAL

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

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

#### ARTICLE XI SUBSTANTIAL CHANGES

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

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

#### ARTICLE XII MAINTENANCE OF CONTRACT COST RECORDS

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

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

ARTICLE XIII  
SUBLETTING, ASSIGNMENT, OR TRANSFER

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

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

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

ARTICLE XIV  
TERMINATION

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

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

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

ARTICLE XV  
OWNERSHIP OF DOCUMENTS

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

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

ARTICLE XVI  
CONTRACT DISPUTES

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

ARTICLE XVII  
COMPLIANCE WITH APPLICABLE LAWS

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

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

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

ARTICLE XVIII  
MISCELLANEOUS

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

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



- I. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- J. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- K. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.
- M. ON-THE-JOB TRAINING (OJT) REQUIREMENTS. This PROJECT may contain an OJT requirement. As such, the SPONSOR shall comply, and require its contractors and subcontractors to comply, with all requirements of 23 CFR 230.111, the DEPARTMENT's OJT Policy and On-the-Job Training Program Manual, and all related amendments thereto. This PROJECT has a specified OJT goal of X thousand (X000) hours.



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

Georgia Department of Transportation LOCAL GOVERNMENT, Georgia

By: \_\_\_\_\_ (Seal)  
Commissioner

By: \_\_\_\_\_ (Seal)  
Mayor/Chairperson

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

Signed, sealed and delivered

This \_\_\_\_\_,  
in the presence of:

Attest:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Notary Public (Notary Seal)

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

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

This Agreement, approved by  
LOCAL GOVERNMENT, the \_\_\_\_\_ (date)

Attest:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Federal Employer Identification  
Number

EXHIBITS

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

EXHIBIT A

WORK PLAN

LOCAL GOVERNMENT

PROJECT NUMBER

P.I. No. XXXXXXXX

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

General Description or List of Work to be Performed

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

**EXHIBIT B****REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

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

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

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

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

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

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

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

contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield

qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

#### III. NONSEGREGATED FACILITIES

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

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or



oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

##### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH—1321) shall be posted at all times by the contractor and its subcontractors at the

site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH—347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH—347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## 4. Apprentices and trainees (29 CFR 5.5)

### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the

registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

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

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

#### VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the

contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

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

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

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

##### 1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting

to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

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

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

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

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

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

## 2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

#### XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific

Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

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

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



**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

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

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

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

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

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

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

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

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

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

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

## EXHIBIT C

## WORK SCHEDULE

LOCAL GOVERNMENT

PROJECT NUMBER

P.I. No. XXXXXXXX

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

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

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

EXHIBIT D

BUDGET ESTIMATE

LOCAL GOVERNMENT

P.I. No. XXXXXXXX

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

## EXHIBIT E

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

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to

the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of this contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## EXHIBIT F

## CERTIFICATION OF SPONSOR

## DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of [REDACTED] whose address is [REDACTED] 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 [REDACTED] subcontracting agreement with [REDACTED], [REDACTED] certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

## EXHIBIT G

## FEDERAL AID IDENTIFICATION WORKSHEET

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

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

This project must comply with all aspects of 2 CFR Part 200.

# Federal Award Identification Worksheet **Instructions**

**(Remove this Page Before Routing in CATS)**

Sub-recipient's name (must match registered name (see § 200.32 Data Universal Numbering System (DUNS)))	Name must match registered name in DUNS, to be obtained from Local Government
Sub-recipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	UEI/SAM Number to be obtained from Local Government
Federal Award Identification Number (FAIN)	Contact Ronda Britt 404-631-1317
Federal award date (see § 200.39 Federal Award Date)	Contact Ronda Britt 404-631-1317
Amount of Federal Funds Obligated by this action	Contact Ronda Britt 404-631-1317
Total Amount of Federal Funds Obligated to the sub-recipient	This refers to all Federal throughout the Locals Program, contact Ronda Britt 404-631-1317
Total Amount of the Federal Award	Refer to Attachment A above
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Scope of work in contract document; refer to Exhibit A
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, [Project Manager Name and contact information]
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	Local Government Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix B	Certification of Compliance with State Audit Requirement
Appendix C	Certification of the Georgia Department of Transportation
Appendix D	Certification of SPONSOR
Appendix E	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix F	Insurance Certificate

## APPENDIX A

## LOCAL GOVERNMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND  
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the [REDACTED] and duly authorized representative of [REDACTED], whose address is [REDACTED], and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

- 1) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 2) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
- 3) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.
- 4) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous,

including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

---

Date

---

Signature

(Seal)

Name:

Title:

## Instructions for Appendix A Certification

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORS)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX B  
CERTIFICATION OF  
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of [REDACTED] whose address is [REDACTED], and it is also certified that:

**I. PROCUREMENT REQUIREMENTS**

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

**II. STATE AUDIT REQUIREMENT**

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.



**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

---

Date

---

Signature

Name:

Title:

APPENDIX C  
CERTIFICATION OF  
THE GEORGIA DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

a. employ or retain, or agree to employ or retain, any firm or person, or

b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

---

Date

---

Commissioner

## APPENDIX D

## CERTIFICATION OF LOCAL GOVERNMENT

## STATE OF GEORGIA

I hereby certify that I am the Mayor or Chairperson of the LOCAL GOVERNMENT in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal - aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

---

Date

---

LOCAL GOVERNMENT

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

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

## APPENDIX E



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<b>P.I.# and Project Description:</b>	
<b>Sponsor's Name:</b>	
<b>Sponsor's Address:</b>	

## SPONSOR AFFIDAVIT

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

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

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

Name of Sponsor

**I hereby declare under penalty of perjury that the foregoing is true and correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent)

\_\_\_\_\_  
Title (of Authorized Officer or Agent)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

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

APPENDIX F  
INSURANCE CERTIFICATE

Incorporated by reference.



### Meeting Name

Meeting Date: October 10, 2023

Item Name: Worthington – Sonic Lift Station Cost Sharing Agreement

---

<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne, Director
<b>Caption:</b>	Worthington Subdivision – Sonic Lift Station Cost Sharing Agreement
<b>Background:</b>	Worthington Subdivision will be a community of 85 single family homes constructed behind Walmart, Sonic and Pizza Hut at the corner of Windsor Spring Road and Tobacco Road. Augusta owns a gravity sanitary sewer main, force main and lift station, at this location.
<b>Analysis:</b>	20 of the homes will be able to use the gravity sanitary sewer. The remaining 65 homes will need to use the force main and lift station. At this time, the lift station does not have the capacity to accept those 65 homes. The lift station will need to be upgraded, in order to provide service for these homes. PC Land Development Co., LLC has agreed share in the cost of this upgrade.
<b>Financial Impact:</b>	PC Land Development Co., LLC to pay \$60,000 towards the upgrade of the lift station.
<b>Alternatives:</b>	Disapprove the cost sharing agreement and leave the lift station as is.
<b>Recommendation:</b>	Approve the cost sharing agreement.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

STATE OF GEORGIA)  
COUNTY OF RICHMOND)

# COST SHARING AGREEMENT

THIS Agreement, made the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **PC LAND DEVELOPMENT CO., LLC**, a South Carolina limited liability corporation, whose address is 90 N Royal Tower Drive, Irmo, South Carolina 29063, hereinafter referred to as "PCLD", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, by and through its Utilities Department, hereinafter referred to as "AUGUSTA":

## WITNESSETH

WHEREAS PCLD, under the name of Land To Lots, LLC, whose address is also 90 N Royal Tower Drive, Irmo, South Carolina 29063, owns certain property (hereinafter referred to as the "PROPERTY") described as:

All that certain piece, parcel, or tract of land, situate, lying and being in the State of Georgia, County of Richmond, containing 24.049 acres, more or less, being shown and depicted as "SITE AREA - 24.049 acres 1,047,549 sf" on a plat of survey entitled "FINAL PLAT OF: GREAT SOUTHERN HOMES GMD 86; RICHMOND COUNTY, GEORGIA" prepared by Urban Engineers, Inc., dated April 8, 2022, revised May 31, 2022, and recorded in the office of the Clerk of Superior Court Richmond County, Georgia in Plat Book 17 at Page 98. Reference to said plat is made for a more complete and accurate description, all measurements being a little more or less.

BEING the same property convey by Deed from Ella Clarke Nuite to ECN Limited Partnership, a Georgia Partnership by deed dated 12/23/1994 and recorded on 12/29/1994 in Book Reel 479 at Page 1190; Also the same property conveyed to ECN Limited Partnership, a Georgia limited partnership by deed of Charlotte Nuite Kitchen dated June 13, 2011 and recorded June 15, 2011 in the office of the Clerk of Superior Court for Richmond County, Georgia in Book 01305 at Page 0765 in the Official Records of the Richmond County Recording Office.

WHEREAS PCLD wishes to develop a subdivision, by the name of Worthington, on said PROPERTY, to which they will need to connect into a sanitary force main and

lift station owned by AUGUSTA and located behind Walmart at the northwest corner of Windsor Spring Road and Tobacco Road ; and

WHEREAS said lift station is not of a large enough capacity to accept said subdivision and will need to be upgraded to a larger capacity.

NOW THEREFORE, PCLD and AUGUSTA hereby enter into the following agreement:

**A. PROJECT SCOPE AND COST:**

Two (2) Vertical Vaughan Chopper Pumps, 7.5 HP, 150 gallons/minute, will need to be purchased and installed, along with one (1) 30 KW generator. The cost of this equipment/machinery will be \$60,000.00 (sixty thousand dollars and no cents). The Electrical Consoles will also need to be upgraded.

PCLD shall be responsible for the payment for the pumps and generator and will pay \$60,000, to AUGUSTA, immediately upon the approval of this document by the Augusta Commission.

AUGUSTA agrees to purchase the pumps and generator, with the monies received from PCLD, and to install the equipment/machinery and upgrade the Electrical Consoles at its own expense.

**B. STIPULATIONS:**

All parties understand and agree that:

1. The lift station and all equipment, machinery and appurtenances is now and, when upgraded, will remain the property of AUGUSTA. PCLD will have no right or interest in or to said lift station, force main, gravity sewer, or any other sanitary sewer system belonging to AUGUSTA.

2. When the upgrade is complete, PCLD will be allowed to tie-in one subdivision (Worthington) that will consist of no more than 65 (sixty-five) single family dwellings.



3. Worthington will also have an additional 20 (twenty) single family dwellings that will tie-in to the gravity sanitary sewer.

4. The agreements contained herein are the total sum and extent of the agreement between PCLD and Augusta.

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

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

Signed, sealed and delivered in the presence of:

**PC LAND DEVELOPMENT CO., LLC  
and LAND TO LOTS, LLC**

WITNESS

By:

JEFF SKERIS

As Its: President

NOTARY PUBLIC

Lexington County, SC

My Commission Expires: 01/19/2033



ACCEPTED:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

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

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

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

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

(SEAL)

(Notary Seal)



## Engineering Services Committee Meeting

Meeting Date: October 10, 2023

Dedication of Water and Sanitary Sewer for The Shoppes at the Apex

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<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne, Director
<b>Caption:</b>	Dedication of Water and Sanitary Sewer for The Shoppes at the Apex
<b>Background:</b>	During the construction of The Shoppes at the Apex (Floor and Décor, <i>et al</i> ) location of which is 102 Mason McKnight Jr. Parkway, a water pipeline and a sanitary sewer pipeline were laid.
<b>Analysis:</b>	The water and sanitary sewer pipelines have passed all testing and are ready to be added to Augusta's systems.
<b>Financial Impact:</b>	Future payments for water and sanitary sewer from homes or commercial ventures constructed along this road.
<b>Alternatives:</b>	Disapprove acceptance of the Deed of Dedication and Maintenance Agreement for the water and sanitary sewer pipelines in The Shoppes at the Apex.
<b>Recommendation:</b>	Approve and accept the Deed of Dedication and Maintenance Agreement for the water and sanitary sewer pipelines in The Shoppes at the Apex.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**STATE OF GEORGIA**

**COUNTY OF RICHMOND**

**DEED OF EASEMENT DEDICATION**

PIN: 022-3-002-00-0 ADDRESS: 102 Mason McKnight Jr Parkway  
Utilities - Water and Gravity Sanitary Sewer

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

THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between THE SHOPPES AT THE APEX, LLC, a Georgia limited liability company, hereinafter referred to as "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "AUGUSTA";

**WHEREAS**, DEVELOPER owns and has developed a commercial area at the southwest corner of NW Frontage Road and Mason McKnight Jr Parkway and now wishes to deed the water and gravity sanitary sewer to AUGUSTA, for maintenance and control, along with a 30-foot easement over the said water and gravity sanitary sewer and the free right of ingress and egress to and from said permanent easement for all purposes stated within this document; and

**WHEREAS**, a Record Plat prepared by Southern Partners, Inc. for Northern Tool, dated March 3, 2022, and revised January 18, 2023, March 30, 2023 and April 24, 2023, said plat being recorded in the office of the Clerk of the Superior Court of Richmond County,

Georgia, in Plat Book 18, Page 96, and to which reference is hereby made for a more complete and accurate description as to the land herein described; and

**WHEREAS**, AUGUSTA, by and through the Augusta-Richmond County Commission, has consented and agreed to accept and maintain said water and gravity sanitary sewer pipelines; and

NOW, THEREFORE

**WITNESSETH:**

That DEVELOPER, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by AUGUSTA, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water and gravity sanitary sewer pipelines, on the tract of land first described above, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors and assigns, the following;

**TO WIT**

Exclusive 30-foot easement in perpetuity over the water and gravity sanitary sewer pipelines, as shown on the aforementioned plat and marked on same as "Area #3 Proposed 30' Combined Water and Sewer Easement to be Deeded to Augusta-Richmond County". Said easement shall be centered over the pipelines.

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

DEVELOPER does further agree that when construction or maintenance is necessary, AUGUSTA may dig such trenches in said property, as may be necessary for the project; to pile and store thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the

said property, along with the free right of ingress and egress to and from said permanent easements for these purposes and all other purposes stated herein.

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

DEVELOPER further agrees that no trees or other vegetation that may interfere with the constructing, laying, relaying, replacing, installing, adding, expanding, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon; and, if such prohibited trees, vegetation, buildings structures, or other permanent structures (hereinafter referred to as "obstructions") are placed, built, planted within said permanent easements, such action will be considered a violation of this agreement and Augusta shall have the absolute right to immediately remove, or have removed, such obstructions and shall bear no responsibility, or liability, for said obstruction's value.

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

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

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

Signed, sealed and delivered in the presence of:

THE SHOPPES AT THE APEX, LLC

Crowder

WITNESS

By: ✓

Mason McKnight, III

As Its: Member Manager

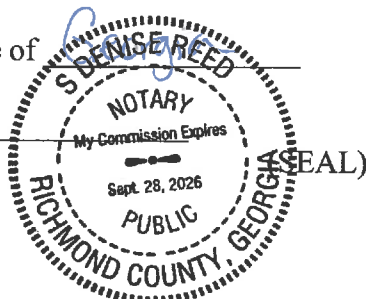
S Denise Reed

NOTARY PUBLIC

Richmond

County, State of

My Commission Expires:



ACCEPTED:

AUGUSTA, GEORGIA

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
NOTARY PUBLIC

Attest: \_\_\_\_\_  
Clerk of Commission

State of \_\_\_\_\_ County of \_\_\_\_\_

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

(Notary Seal)

(SEAL)

**STATE OF GEORGIA  
COUNTY OF RICHMOND**

## **MAINTENANCE AGREEMENT**

PIN: 022-3-002-00-0 ADDRESS: 102 Mason McKnight Jr Parkway  
Utilities – Water and Gravity Sanitary Sewer

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between THE SHOPPES AT APEX, LLC, a Georgia limited liability company, hereinafter referred to as the "**DEVELOPER**", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission, hereinafter referred to as the "**AUGUSTA**":

### WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water and gravity sanitary sewer pipelines, for the above referenced property, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

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

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

(1) **AUGUSTA** accepts the water and gravity sanitary sewer pipelines on the above referenced property, respectively described in the Deed of Dedication contemporaneously tendered herewith to the Augusta-Richmond County Commission and that said water and sanitary sewer pipelines were duly inspected by the Augusta Utilities Department and said pipelines did pass said inspection.

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said right-of-way, or easement, as described in said Deed of Dedication for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.

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

(4) In the event of such failure of the improvements, **AUGUSTA** shall notify the **DEVELOPER** and set



forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by **AUGUSTA**.

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

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

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

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

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

THE SHOPPES AT THE APEX, LLC

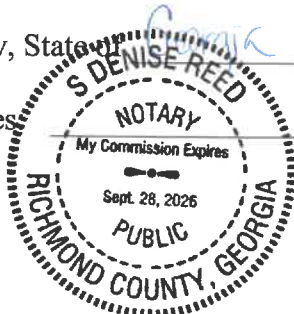
C. C. C. C.  
WITNESS

Denise Reed  
NOTARY PUBLIC

Richmond County, State of Georgia

My Commission Expires

(SEAL)



By: ✓

Mason McKnight, III

As Its: Member Manager

ACCEPTED BY:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

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

Garnett Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public

State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_

Lena Bonner  
As Its Clerk of Commission

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

(SEAL)

(Notary Seal)

D: PLAT B: 18 P: 96  
Recorded: 05/08/2023 04:41 PM  
Doc # 2023010887 Pages: 1 Fees: \$10.00  
Hattie Holmes Sullivan  
Clerk of Superior Court, Augusta-Richmond County, GA  
File Participant ID: 951988548, 236444089



LOCATION MAP

# WATER AND SEWER EASEMENT PLAT

FOR:  
**NORTHERN TOOL**

PREPARED FOR:

**THE SHOPPES AT THE APEX, LLC**

621 NW FRONTAGE ROAD AUGUSTA, GA 30907 (706) 496-3761

PROPERTY LOCATED IN THE 90TH G.M.D.

AUGUSTA, RICHMOND COUNTY, GEORGIA

DATE: MARCH 3, 2022 SCALE: 1"=60'  
REV: JANUARY 18, 2023 Augusta comments  
REV: MARCH 30, 2023 Augusta comments  
REV: APRIL 24, 2023 Augusta comments

PREPARED BY:

**SOUTHERN PARTNERS, INC.**

— ENGINEERS — LAND SURVEYORS — LAND PLANNERS —  
1233 AUGUSTA WEST PARKWAY AUGUSTA GA 30908 (706) 855-8000

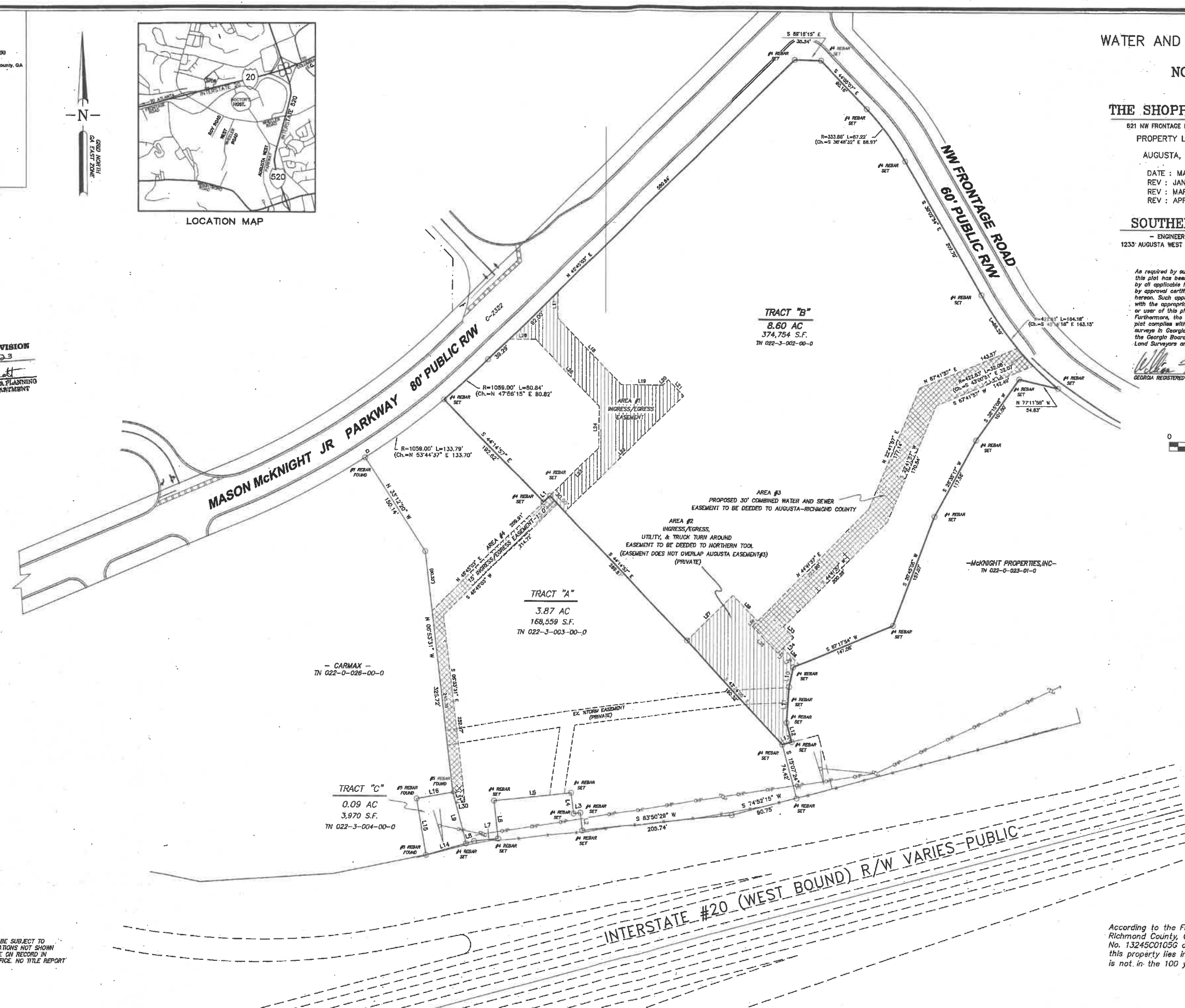
As required by subsection (d) of O.C.G.A. Section 15-68-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording a evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

*William F. Tamm* 4-2-23  
GEORGIA REGISTERED LAND SURVEYOR #2508



LINE	BEARING	DISTANCE
L1	N 48°45'33" E	12.24
L2	N 08°05'53" W	23.60
L3	S 83°54'07" W	9.28
L4	N 07°29'40" W	27.81
L5	S 83°48'27" W	105.00
L6	S 06°19'07" E	51.06
L7	S 84°18'08" W	32.48
L8	S 74°15'40" W	11.31
L9	N 15°07'32" W	70.98
L10	S 11°39'48" W	27.07
L11	S 03°41'39" W	48.34
L12	S 15°07'59" E	28.75
L13	S 74°52'36" W	13.10
L14	S 74°15'40" W	57.37
L15	N 09°51'22" W	76.54
L16	N 80°08'38" E	50.85
L17	S 00°45'03" W	35.38
L18	S 44°14'57" E	124.53
L19	S 85°14'07" E	56.57
L20	N 45°45'03" E	10.50
L21	S 44°14'57" E	30.00
L22	S 45°48'03" W	225.11
L23	N 45°45'03" E	92.81
L24	N 00°45'03" E	56.57
L25	N 44°11'57" W	14.53
L26	N 88°45'17" W	35.36
L27	N 45°45'03" E	88.01
L28	S 44°14'57" E	48.17
L29	S 87°17'54" W	8.96
L30	S 83°08'29" W	12.63
L31	N 15°07'32" W	15.16
L32	S 44°14'57" E	20.00
L33	S 44°14'57" W	30.00
L34	S 44°14'57" W	50.01
L35	N 44°14'57" W	10.00
L36	S 44°14'57" W	10.00
L37	N 44°14'57" E	10.00
L38	S 44°14'57" E	30.74

APPROVED SUBDIVISION  
4/25/2023  
BY AUTHORITY OF AUGUSTA PLANNING  
& DEVELOPMENT DEPARTMENT



NOTE: THIS PROPERTY MAY ALSO BE SUBJECT TO EASEMENTS, SETBACKS OR REGULATIONS NOT SHOWN ON THIS PLAT BUT WHICH MAY BE ON RECORD IN AUGUSTA, RICHMOND CO. R.M.C. OFFICE. NO TITLE REPORT WAS PROVIDED FOR REVIEW.

According to the Flood Insurance Rate Maps for Richmond County, Georgia Community Panel No. 13245C0105G dated 11/15/2019, this property lies in flood zone "X" and therefore is not in the 100 year flood plain.



## Engineering Services Committee Meeting

Meeting Date: October 10, 2023

### Dedication of Water and Sanitary Sewer for Brookstone North Phase II

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<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne, Director
<b>Caption:</b>	Dedication of Water and Sanitary Sewer for Brookstone North Phase II
<b>Background:</b>	During the construction of Brookstone North Phase II, off of Brookstone Way, a water pipeline and a sanitary sewer pipeline were laid.
<b>Analysis:</b>	The water and sanitary sewer pipelines have passed all testing and are ready to be added to Augusta's systems.
<b>Financial Impact:</b>	Future payments for water and sanitary sewer from homes or commercial ventures constructed along this road.
<b>Alternatives:</b>	Disapprove acceptance of the Deed of Dedication and Maintenance Agreement for the water and sanitary sewer pipelines in Brookstone North Phase II.
<b>Recommendation:</b>	Approve and accept the Deed of Dedication and Maintenance Agreement for the water and sanitary sewer pipelines in Brookstone North Phase II.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



D: PLAT B: 18 P: 158  
Recorded: 08/29/2023 02:40 PM  
Doc # 2023020598 Pages: 2 Fees: \$20.00  
Hattie Holmes Sullivan  
Clerk of Superior Court, Augusta-Richmond County, GA  
eFile Participant IDs: 5000589380,

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

Item 9.

SHEET 1 OF 2

FINAL PLAT FOR:

# BROOKSTONE NORTH PHASE II

PROPERTY LOCATED IN AUGUSTA-RICHMOND COUNTY,  
GEORGIA

PREPARED BY:  
ECHOLS SURVEYING & CONSTRUCTION SERVICES  
1389 THOMSON ROAD  
WASHINGTON, GEORGIA 30673  
ben@echolssurveying.com  
706-338-6303  
PLAT DATE: 08/11/2023

OWNER/DEVELOPER/PRIMARY PERMITEE

TERRANOVA GROUP  
PO BOX 2026  
GREENVILLE, SC 29602  
PHONE: (864) 915-1374  
EMAIL: mrandy@tnovagroup.com

PROJECT DATA

TOTAL ACRES= 18.50 ACRES  
BROOKSTONE NORTH PHASE 11  
ZONING-R-1 D  
TOTAL NUMBER OF LOTS 20  
MINIMUM LOT SIZE : 4,950.00 SQUARE FEET  
FRONT SETBACK: 25 FEET  
SIDE SETBACK: 5 FEET  
REAR SETBACK: 25 FEET  
TAX MAP PARCEL: 0400045000  
DISTURBED ACREAGE 5.30 ACRES

SETBACKS/EASEMENTS:  
THERE IS A FIVE FOOT (5') SIDE EASEMENT ALONG ALL SIDE LOT LINES AND A TWENTY FIVE FOOT EASEMENT (25') ALONG ALL REAR AND FRONT LOT LINES, UNLESS OTHERWISE SHOWN, FOR DRAINAGE AND UTILITIES.

"THE STREETS AND ROADS (DETENTION/RETENTION PONDS AND COMMON AREAS -AS APPLICABLE) ARE THE PRIVATE PROPERTY OF THE OWNER, WHO HAS FULL AND PERPETUAL RESPONSIBILITY FOR THEIR MAINTENANCE AND REPAIR. THE OWNER RELEASES AUGUSTA, GEORGIA, FROM ANY AND ALL CLAIMS, DAMAGES, OR DEMANDS ARISING ON ACCOUNT OF OR IN CONNECTION WITH THEIR DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE STREETS AND ROADS (DETENTION/RETENTION PONDS AND COMMON AREAS -AS APPLICABLE) AS SHOWN HEREON. AUGUSTA GEORGIA ASSUMES NO LIABILITY OR DUTY RELATED THERETO, AND IN NO MANNER APPROVES LIABILITY FOR THE DESIGN OF THE STREETS AND ROADS (DETENTION/RETENTION PONDS AND COMMON AREAS -AS APPLICABLE) AS SHOWN HEREON."

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

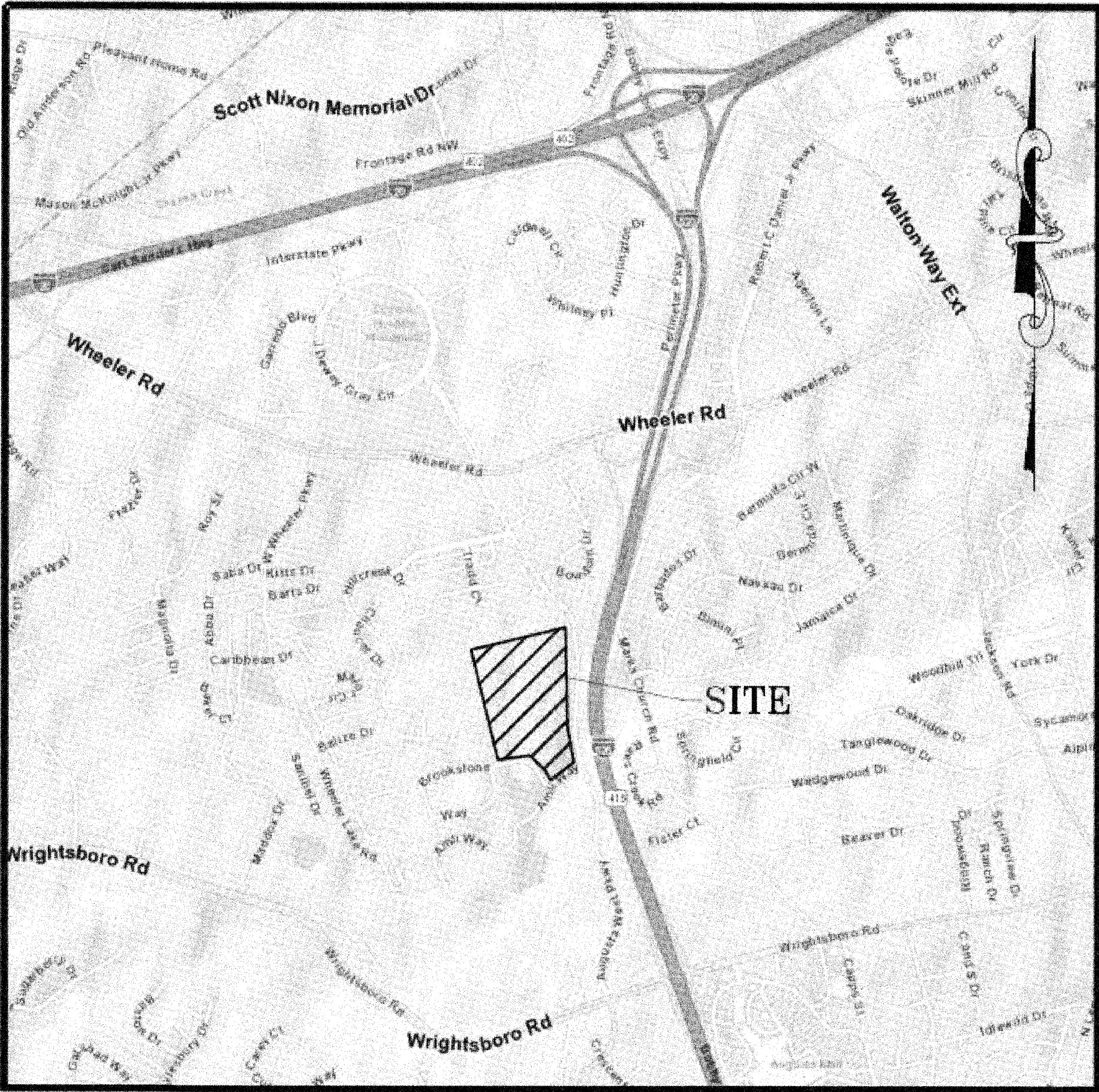
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOKSTONE NORTH IS RECORDED IN DEED BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ IN THE SUPERIOR COURT OF RICHMOND COUNTY, GEORGIA RECORDS.

NOTES:

- 1.) THE STORM WATER COLLECTION AND DETENTION FACILITIES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- 2.) THE CITY OF AUGUSTA, GEORGIA SHALL NOT BE RESPONSIBLE FOR PAVEMENT REPAIR OR SITE RESTORATION ASSOCIATED WITH REPAIR/REPLACEMENT OF A WATER OR SEWER LINE IN THIS PRIVATE DEVELOPMENT.
- 3.) 1/2" REBAR SET AT ALL PROPERTY CORNERS UNLESS SHOWN OTHERWISE.
- 4.) STATE PLANE COORDINATES HORIZONTAL NAD 1983 / VERTICAL DATA 1988
- 5.) 20' UTILITY EASEMENT ON WATER AND SEWER LINES TO BE DEEDED TO RICHMOND COUNTY. EASEMENT TO BE 10' RIGHT AND LEFT OF ALL WATER AND SEWER LINES.

PROJECT NUMBER: S-881-R2

LAND DISTURBANCE PERMIT: 2021-100-LD



VICINITY MAP  
N.T.S.

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

Equipment used: CARLSON BRx7/TRIMBLE VRS  
HRMS: .098425 VRMS: 0.164042 PDOP: 4  
Adjusted by: Compass Rule  
Field Work Completed on: 05/31/2022

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

VERTICAL DATUM  
ALL ELEVATIONS SHOWN ARE NAVD 88.

APPROVED FINAL PLAT  
(NOT VALID UNTIL SIGNED)

AUGUSTA COMMISSION

DATE APPROVED: 4/18/2023  
Chairperson-Mayor  
Clerk-Commission

APPROVED FINAL PLAT  
(NOT VALID UNTIL SIGNED)

AUGUSTA-RICHMOND COUNTY  
PLANNING COMMISSION

DATE APPROVED: 4/10/2023  
Chairperson  
Secretary  
amended / corrected plat

SURVEYORS CERTIFICATION:

"I hereby certify that the information shown hereon represents a Field Survey made under my supervision on 11/20/2022. I further certify that all information depicted is a correct representation of actual field conditions and that all horizontal and vertical dimensions and grade lines are a true representation of existing conditions at the time of survey."

Ben Echols  
08/11/2023  
BENJAMIN O. ECHOLS (GA REGISTERED LICENCED SURVEYOR NO. 3320) DATE  
1389 THOMSON ROAD  
WASHINGTON, GEORGIA 30673  
706-338-6303  
ben@echolssurveying.com



D: PLAT B: 18 P: 159  
Recorded: 08/29/2023 02:40 PM  
Doc # 2023020598 Pages: 2 Fees: \$20.00  
Hattie Holmes Sullivan  
Clerk of Superior Court, Augusta-Richmond County, GA  
eFile Participant IDs: 5000589380,



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

### LEGEND

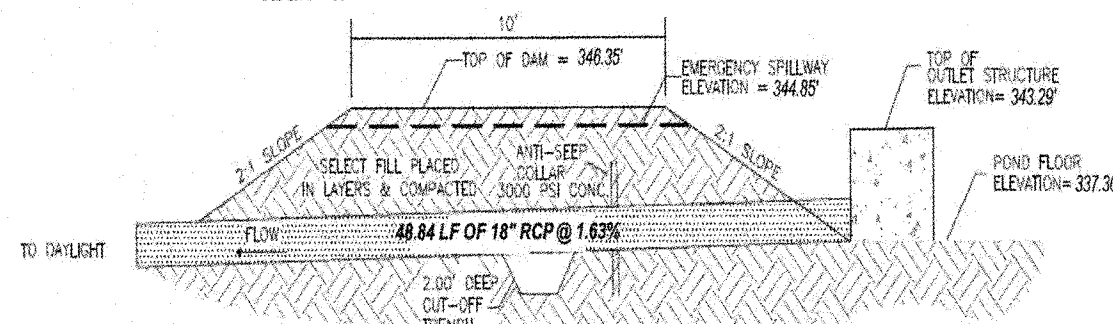
- ⊕ #4 Rebar Set (RBS)
- Iron Pin Found As Described
- ⊙ Sanitary Sewer Manhole
- ⊙ Sanitary Sewer Service
- ⊙ Fire Hydrant & 6" Valve
- ⊙ Water Valve
- ⊙ Water Service (3/4" Unless Otherwise Noted)
- ⊙ Record Stone Not Found

**FLOOD NOTE:**  
ACCORDING TO OFFICIAL F.I.A. FLOOD HAZARD MAP 13245C0105G  
DATED NOVEMBER 15, 2019, THIS LOT IS NOT IN A DESIGNATED  
100 YEAR FLOOD PLAIN.

1. All deed book references shown hereon are recorded in the Clerk of Superior Court's office of RICHMOND County, Georgia.
2. This survey was prepared without the benefit of an abstract of title. Subject and adjacent property owners' deed references were provided by the Clerk of Superior Court's office of RICHMOND County, Georgia and are not guaranteed as to accuracy or completeness.
3. Structures visible on the date of survey are shown hereon.
4. Locations are accurate only when dimensioned.
5. The certification, as shown hereon, is purely a statement of professional opinion based on knowledge, information and belief, and based on existing field evidence and documentary evidence available. The certification is not an expressed or implied warranty or guarantee.
6. This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67 as amended by HB1004 (2016), in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
7. This entire survey was performed using GPS Equipment. Redundant observations were taken at each property corner with all points having a horizontal positional accuracy of .08 feet or less.
8. This plat is subject to all easements, rights-of-way, and protective covenants of record.

### DETENTION BASIN 1 DETAIL

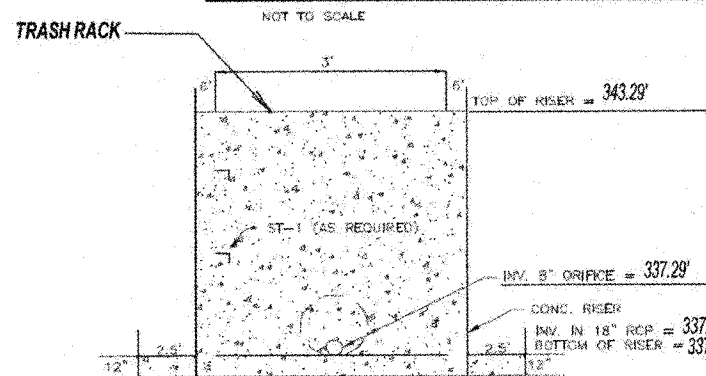
SCALE 1" = 30'



### DETENTION BASIN SECTIONAL VIEW

NOT TO SCALE

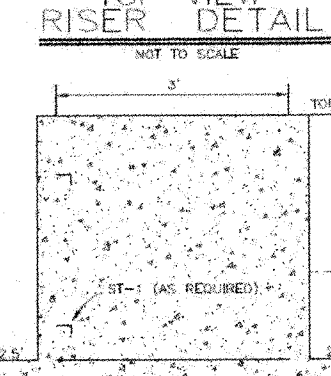
### EMERGENCY SPILLWAY



### FRONT VIEW RISER DETAIL

NOT TO SCALE

### TOP VIEW RISER DETAIL



### SIDE VIEW RISER DETAIL

NOT TO SCALE

Prepared for:  
**LAND TO LOTS, LLC**  
90N ROYOL TOWER DRIVE  
IRMO, SC 29063  
803-699-4734

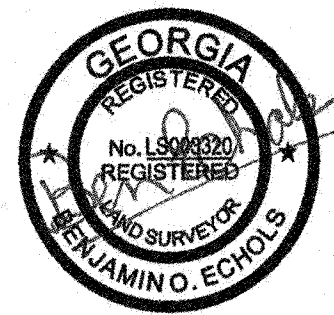
Final Plat Survey for:

### BROOKSTONE NORTH PHASE II

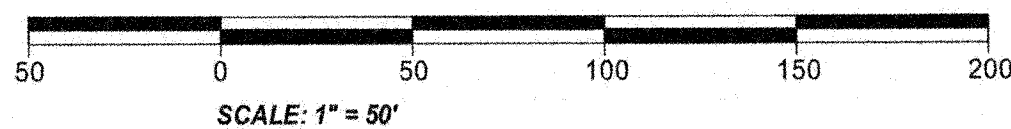
Date:	08/11/2023
G.M.D.	1269th
County:	RICHMOND
State:	GEORGIA

PROPERTY LOCATED IN WEST AUGUSTA  
AUGUSTA-RICHMOND COUNTY

Equipment used: Carlson Brx7i Trimble VRS  
HRMS: 098425 VRMS: 0.164042 PDOP: 1.5  
Adjusted by: Least Squares  
Field Work Completed on: 11/20/2022



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



N/4  
DAVID W. LAW  
(TAX ID: 0306062000)  
REF: DB 1536-932, PB 204-483

N 68°13'51" E  
237.24'

E 26°58'33" S  
142.77'

HILL CREEK SUBDIVISION  
REF: PB 268-817

BROOKSTONE CONDOMINIUM AT  
RAE'S CREEK  
PHASE ONE  
REF: PB 3-180

BROOKSTONE WAY (PRIVATE 60'R/W)

### STORMWATER QUALITY CHART

SWQ #	STORM STR. #	STRUCTURE TYPE	BRAND OF UNIT	TYPE	MODEL #
SWQ-1	LOTS	DOWNSPOUT/DISCONNECT	NA	NA	NA
SWQ-2	LOTS	VEG. FILTER STRIP	NA	NA	NA
SWQ-3	POND	DRY DETENTION	NA	DRY DETENTION	NA

### BEARINGS & DISTANCES

Id	Bearing	Distance
L1	N 22°31'32" W	50.00'
L2	N 22°31'33" W	42.05'
L3	N 42°41'56" W	4.20'
L4	N 42°41'45" W	40.00'
L5	N 42°41'45" W	22.93'
L6	N 42°41'47" W	38.20'
L7	N 21°46'23" W	30.91'
L8	N 21°46'22" W	45.00'
L9	N 21°46'22" W	45.00'
L10	N 21°46'22" W	45.00'
L11	N 21°46'22" W	45.00'
L12	S 21°46'22" E	45.00'
L13	S 21°46'22" E	45.00'
L14	S 21°46'22" E	45.00'
L15	S 21°46'15" E	10.39'
L16	S 42°41'48" E	31.88'
L44	S 42°41'45" E	40.00'
L45	S 42°41'46" E	22.93'
L19	S 42°41'46" E	10.54'
L20	S 22°07'55" E	2.79'
L21	S 22°31'32" E	45.00'
L22	S 22°32'57" E	45.00'
L23	S 22°27'35" E	45.00'
L24	N 42°41'45" W	39.58'
L25	S 76°09'57" W	8.52'
L26	N 31°10'42" W	50.51'
L27	N 22°17'59" W	45.00'
L28	N 21°46'22" W	45.00'
L29	N 21°46'22" W	45.00'
L30	N 21°46'22" W	45.00'
L31	N 21°46'22" W	45.00'
L32	S 06°00'00" E	46.76'
L33	S 08°12'52" W	51.85'
L34	S 21°46'22" E	45.00'
L35	S 21°46'22" E	45.00'
L36	S 40°26'48" E	27.30'
L37	S 42°41'45" E	73.47'
L38	S 38°25'17" E	27.42'
L39	S 26°28'59" E	38.49'
L40	S 22°31'32" E	45.00'
L41	S 22°31'32" E	45.00'
L42	S 22°31'32" E	45.00'
L43	S 76°40'54" W	35.31'

THE WETLANDS SHOWN HERE ARE  
THOSE DELINEATED BY AREAS SHOWN  
HERE ON THIS DELINEATION BY D & D  
W.E.S.T., CHARLESTON, S.C. IN 2016.  
THAT DELINEATION WAS FIELD LOCATED  
BY D & D SURVEYING, INC. AND  
PUBLISHED ON A WETLANDS MAP DATED  
2-4-2017.  
D & D W.E.S.T.  
814 West Main Street  
Charleston, SC 29402  
TELEPHONE (843) 478-1072

### NOTES:

- 1.) THE STORM WATER COLLECTION AND DETENTION FACILITIES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
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DISTURBED ACREAGE 5.30 ACRES

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**STATE OF GEORGIA**

**COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION**  
**Water and Gravity Sanitary Sewer Systems**  
**Private Streets**  
**BROOKSTONE NORTH, PHASE II**

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

**WHEREAS, LAND TO LOTS, LLC**, a South Carolina limited liability company, (hereinafter known as “**DEVELOPER**”) owns a tract of land in Augusta, Georgia, off the northern right-of-way of Brookstone Way, in which Rill Drive is the main thoroughfare, and **DEVELOPER** has constructed a subdivision development known as Brookstone North, Phase II, on said tract, in which it has laid out a water distribution system and gravity sanitary sewerage system; and

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

**WHEREAS**, the road rights-of-way and storm drainage system shall remain private and the maintenance and control of the storm drainage system and the road and street system (rights-of-way) shall be strictly the responsibility of **DEVELOPER**; and

**WHEREAS**, a final plat of the above stated subdivision has been prepared by Echols Surveying & Construction Services, dated November 30, 2022, approved by the Augusta-Richmond County Planning Commission on April 10, 2023, the Augusta Commission April 18, 2023, and filed in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel \_\_\_\_\_ Page(s) \_\_\_\_\_. Reference is hereby made to the aforesaid plat for a more complete and accurate description as to the land herein described; and

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

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

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

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

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

Exclusive 20-foot easement(s), in perpetuity, centered over the water distribution system and exclusive 20-foot easement(s) center over the gravity sanitary sewerage system, as shown on the aforementioned plat, and/or as shown upon any as-built drawings supplied to **AUGUSTA** by **DEVELOPER**.



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

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

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

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

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

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

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

**DEVELOPER:**

LAND TO LOTS, LLC

*[Signature]*  
Witness

By: *[Signature]*  
Jeff Skeris

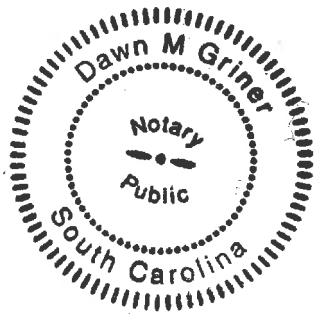
As Its: President

*[Signature]*  
Notary Public

State of South Carolina, County of Richland

My Commission Expires: 11-3-2024

(Notary Seal)



ACCEPTED:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

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

Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public

State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_

Lena Bonner  
As Its Clerk of Commission

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

(SEAL)

**STATE OF GEORGIA  
COUNTY OF RICHMOND**

**MAINTENANCE AGREEMENT**

Water and Gravity Sanitary Sewer Systems

Private Streets

**BROOKSTONE NORTH, PHASE II**

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPER:

*NT Jan*  
Witness

LAND TO LOTS, LLC

By: *Jeff Skeris*

Jeff Skeris

As Its: President

*Kaliska Vazquez*  
Notary Public

State of *South Carolina*, County of *Richland*

My Commission Expires: *01/19/2033*

(Notary Seal)



ACCEPTED BY:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

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

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

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

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

(SEAL)

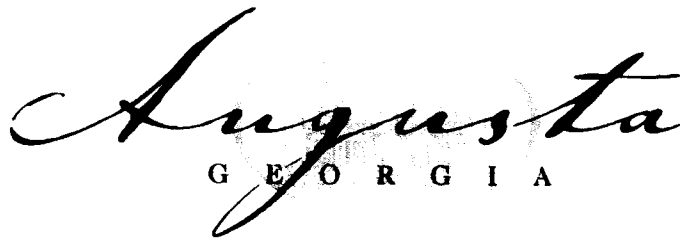


## Engineering Services Committee

### Item Name

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to approve the minutes of the Engineering Services Committee held on September 12, 2023.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**ENGINEERING SERVICES COMMITTEE MEETING MINUTES**

**Commission Chamber**

**Tuesday, September 12, 2023**

**1:20 PM**

**ENGINEERING SERVICES**

**PRESENT**

**Mayor Garnett Johnson**

**Commissioner Catherine Smith-McKnight**

**Commissioner Tony Lewis**

**Commissioner Brandon Garrett**

**ABSENT**

**Commissioner Alvin Mason**

1. **Approve the exchange of Water Main Easements on Washington Road.**

**Motion to approve.**

**Motion made by Lewis, Seconded by Garrett.**

**Voting Yea: Smith-McKnight, Lewis, Garrett**

**Motion carries 3-0.**

2. **Approve the dedication of Water and Sanitary Sewer in Porcelain Court.**

**Motion to approve.**

**Motion made by Lewis, Seconded by Garrett.**

**Voting Yea: Smith-McKnight, Lewis, Garrett**

**Motion carries 3-0.**

3. **Motion to approve the minutes of the Engineering Services Committee held on August 29, 2023.**

**Motion to approve.**

**Motion made by Lewis, Seconded by Garrett.**

**Voting Yea: Smith-McKnight, Lewis, Garrett**

**Motion carries 3-0.**



