



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

January 16, 2024

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

ATTN: Tevia Brown, Project Manager

Subject: **Construction Agreement for Execution**

P.I. 0012866, Richmond County  
CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY

Dear Mayor Johnson,

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

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

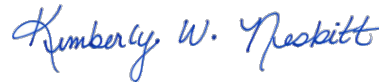
For payments made by ACH:  
Bank Routing (ABA) # 121000248  
Account # 29794840000000007

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

PI 0012866 City of Augusta  
January 16, 2024

Should you have any questions or concerns, please contact the Department's Project Manager, Frank Childs, Jr., at 478-553-3330.

Sincerely,

Handwritten signature of Kimberly W. Nesbitt in blue ink.

Kimberly W. Nesbitt  
State Program Delivery Administrator

Handwritten initials C.L.B. MRT in blue ink.

KWN:CLB:MRT:FC  
Attachments

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

CONSTRUCTION AGREEMENT  
Between  
GEORGIA DEPARTMENT OF TRANSPORTATION  
and  
CITY OF AUGUSTA

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

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

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

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

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

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

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

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

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

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

ARTICLE I  
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be that this project proposes to construct 230' right turn lane, 50' extension of the left turn lane on Robert C. Daniel, Jr. Parkway northbound and a 300' extension to the left turn lane on Marks Church Road northbound. The purpose of this project is to improve pedestrian and vehicular mobility and to reduce the congestion at the Intersection of Wheeler Road with Robert C. Daniel, Jr. Parkway. The roadwork would take place along approximately 350' of Robert C. Daniel Parkway and approximately 700' of Marks Church Road, as set forth in Exhibit A, the "WORK PLAN", which is further defined by the PROJECT estimate sheets ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II COVENANTS AGAINST CONTINGENT FEES

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

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

### ARTICLE III REVIEW OF WORK

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

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

### ARTICLE IV TIME OF PERFORMANCE

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

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

### ARTICLE V RESPONSIBILITY FOR CLAIMS AND LIABILITY

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



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

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

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

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

#### ARTICLE VI INSURANCE

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

☒ 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 Two Million Six Hundred Seventy Three Thousand Eight Hundred Twenty Two Dollars and Thirty Two Cents (\$2,673,822.32). The total estimated cost of the PROJECT to be financed using Federal/State programmed funds through the Georgia Department of Transportation is Six Hundred Ninety Eight Thousand One Hundred Four Dollars and Eight Cents (\$698,104.08), which is the total State/Federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the federal/state contribution. In no event shall the Federal/State contribution of the project exceed Six Hundred Ninety Eight Thousand One Hundred Four Dollars and Eight Cents (\$698,104.08), which is the DEPARTMENT'S maximum obligation.

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

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

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

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

ARTICLE VIII  
FINAL PAYMENT

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

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

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

ARTICLE IX  
CONTINGENT INTEREST

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

ARTICLE X  
RIGHT OF FIRST REFUSAL

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

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

#### ARTICLE XI SUBSTANTIAL CHANGES

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

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

#### ARTICLE XII MAINTENANCE OF CONTRACT COST RECORDS

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

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

ARTICLE XIII  
SUBLETTING, ASSIGNMENT, OR TRANSFER

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

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

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

ARTICLE XIV  
TERMINATION

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

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

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

ARTICLE XV  
OWNERSHIP OF DOCUMENTS

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

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

ARTICLE XVI  
CONTRACT DISPUTES

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

ARTICLE XVII  
COMPLIANCE WITH APPLICABLE LAWS

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



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

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

ARTICLE XVIII  
MISCELLANEOUS

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

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

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

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

Georgia Department of Transportation City of Augusta, 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  
City of Augusta, the \_\_\_\_\_ (date)

Attest:

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

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

## EXHIBITS

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

EXHIBIT A

WORK PLAN

City of Augusta

P.I. No. 0012866

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

The proposed project is the construction of a 230' right turn lane, 50' extension of the left turn lane on Robert C. Daniel, Jr. Parkway northbound and a 300' extension to the left turn lane on Marks Church Road northbound. The purpose of this project is to improve pedestrian and vehicular mobility and to reduce the congestion at the Intersection of Wheeler Road with Robert C. Daniel, Jr. Parkway. The roadwork would take place along approximately 350' of Robert C. Daniel Parkway and approximately 700' of Marks Church Road.

## EXHIBIT B

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

#### ATTACHMENTS

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

#### I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

#### **6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

#### **8. Reasonable Accommodation for Applicants /**

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

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

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

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

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

#### **10. Assurances Required:**

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding (29 CFR 5.5)

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

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

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

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

### 3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

### 3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

## **3. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

WORK SCHEDULE

City of Augusta

P.I. No. 0012866

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

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

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

EXHIBIT D

BUDGET ESTIMATE

City of Augusta

P.I. No. 0012866



## Interoffice Memo

**FILE**            **The City of Augusta**  
**P.I. No. 0012866**  
**CR 601/Wheeler Road @ CR 124/CR 2157/Robert C Daniel Parkway**

**DATE:**            October 12, 2023

Caleb G. Lord

Digitally signed by Caleb G. Lord  
DN: c=US, E=clord@dot.ga.gov,  
CN=Caleb G. Lord  
Date: 2023.10.16 16:07:45-04'00'

**FROM:**            Caleb G. Lord, District Construction Manager

**TO:**                Kimberly W. Nesbitt, State Program Delivery Administrator

Attention: Frank Childs, Jr.

**SUBJECT:**        **Bid Results Concurrence**

Based on the information provided to this office, the City of Augusta has selected E R Snell Contractor, Inc. as the lowest qualifying bidder for the above project. The total amount of the bid was \$2,673,822.32 and this office is in concurrence with this bid.


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

CGL:jhl

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

## Interoffice Memo

**FILE:** P.I. 0012866, Richmond County  
CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY

**DATE:** October 3, 2023  for

**FROM:** Kimberly W. Nesbitt, State Program Delivery Administrator

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

**SUBJECT: Bid Results Concurrence Request**

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

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

KWN:CLB:MRT:FC

Attachment(s)





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

May 19, 2023

PI 0012866 Richmond County  
CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY

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

Subject: **Notice to Proceed to Advertise**

Dear Mayor Johnson,

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

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

DBE Goal: 8%

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Kimberly W. Nesbitt".

Kimberly W. Nesbitt  
State Program Delivery Administrator

Notice to Proceed to Advertise

P.I. 0012866 Richmond County

CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY

May 19, 2023

Page 2 of 2

*C.L.B. MRT*

KWN:CLB:MRT:FC

CC: Corbett Reynolds, District 2 Engineer



Procurement Department

Mrs. Geri Sams, Director

## MEMORANDUM

**DATE:** August 31, 2023

**TO:** Hameed Malik, Augusta Engineering and Environmental services Department

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

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

**SUBJECT:** Bid Item #23-184 Construction Services for CR 601/Wheeler Roat at CR 124/CR 2157 Robert C. Daniel Parkway - For Augusta, Georgia – Housing and Community Development

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

- ☐ We are forwarding the attached Submittal(s) and Tabulation Sheet for the above referenced project. Please provide your Department's Recommendation of Award. The Recommendation of Award is required from you prior to your Department placing this item on the Muni-Agenda.
- ☐ **FOLLOW-UP:** We HAVE NOT received your Department's Recommendation of Award for the above reference project. We sent Information to you on **INSERT DATE**. Please note: Recommendation of Award is required prior to placing this item on the Muni-Agenda.
- ☐ No Submittals or No COMPLIANT Submittals were received for the above referenced item. We have attached a copy of the Tabulation Sheet for your review. Please let us know how to proceed:
  - ☐ Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
  - ☐ Cancel this item. (You are required to submit a cancellation letter to Procurement.)
- ☒ Submittals received for the above reference item exceeded your Department's Estimated Budget. We have attached a copy of the Tabulation Sheet and the submitted Budget. Please let us know how to proceed:
  - ☐ Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
  - ☐ Cancel this item. (You are required to submit a cancellation letter to Procurement.)
  - ☐ Budget Updated: (Provide to Procurement a Justification Letter of cost variance for review and a revised Solicitation Form Checklist updating the Budget.)

Thanking you in advance for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact Darrell White, Deputy Procurement Director at (706) 821-2422.

### Attachments

Room 605 - 535 Telfair Street, Augusta Georgia 30901  
(706) 821-2422 - Fax (706) 821-2811

[www.augustaga.gov](http://www.augustaga.gov)

Register at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia



**Bid Opening: Bid Item #23-184 Construction Services for CR 601/Wheeler Road  
at CR 124/CR 2157/Robert C. Daniel Parkway  
for Augusta, GA – Augusta Engineering and Environmental Services Department  
Bid Date: Wednesday, August 16, 2023 @ 3:00 p.m.**

Total Number Specifications Mailed Out: 18  
Total Number Specifications Download (Demandstar): 261  
Total Electronic Notifications (Demandstar): 3  
Georgia Procurement Registry: 1709  
Pre-Proposal Conference Attendees: N/A  
Total Packages Submitted: 2  
Total Noncompliant: 0

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Bond	Base Bid
Reeves Construction	Yes	Yes	667047	Yes	Yes	\$3,243,328.45
E. R Snell	Yes	Yes	22114	Yes	Yes	\$2,673,822.32



## ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

### MEMORANDUM

**TO:** Ms. Geri Sams, Director - Procurement

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

**DATE:** Saturday, September 30, 2023

**SUBJECT:** Robert C. Daniel Parkway @ Wheeler Road (CR601) Improvements  
for Augusta, GA -Engineering & Environmental Department  
GDOT PI# 0012866 / Bid: 23-184  
File Reference: 23-014(A)

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It is recommendation of Augusta Engineering to award Bid 23-184 (Robert C. Daniel Parkway @ Wheeler Road Improvements) project to the lowest qualified bidder, E R Snell Construction, Inc. (ER Snell) subject to ER Snell's bid review by Georgia Department of Transportation (GDOT), project being federal funded project. Accordingly Augusta Engineering will prepare bid contract award agenda item for Augusta Commission approval. Contract award will be contingent upon ER Snell submitting all required documents such as bid bonds, insurance documents, FHWA required documents (if needed).

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

*Thank you.*

/hm

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



## ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

### MEMORANDUM

**TO:** Ms. Geri Sams, Director - Procurement

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

**DATE:** Saturday, September 30, 2023

**SUBJECT:** Robert C. Daniel Parkway @ Wheeler Road (CR601) Improvements  
for Augusta, GA -Engineering & Environmental Department  
Cost Variance Justification  
GDOT PI# 0012866 / Bid: 23-184  
File Reference: 23-014(A)

Ms Sams, this memo is to render a justification for cost variance between the "Estimated Cost" and the received Bid Proposal reference the subject project. This project construction consists of road intersection reconstruction & widening, storm sewer, sidewalks, and traffic Signal & operation improvements. Received lowest bid amount is \$2,673,822.32. The project design engineer of record (EOR) construction cost estimate was \$872,630.10. Augusta Engineering (AE) conducted internal itemized review of EOR estimate and received lowest bid and it is AE determination that several critical factors contributed to cost variance. Noticeable variables are Traffic Control, Grading Complete, Concrete material & Concrete products (such as pipes), and exclusion of contingency. These are current construction market uncontrolled variables. There is significant cost escalation in material production cost, skilled workforce labor cost and significant increase in construction work at present. In addition, construction market experiencing inflation and interest rate cost escalation too. Accordingly, responsible bidders are adjusting unit process and are not offering similar work last few years pricing. In addition, that is the reason only two (2) fee proposals received. Potential bidders' current workload is maximized and not able to take additional workload of new contracts.

Another critical factor in received bids cost escalation is that the project is federal funded project. This project has federal construction funds and awarded contractor will be required to comply with all applicable federal regulations and submit required documentations with its progress payments submittals.

In our professional opinion, noted cost variance is acceptable due to current construction market uncertainty and being subject to federal regulations compliance. Hence, it is Augusta Engineering recommendation to accept received fee with cost reduction options consideration during construction.

Thank you.

/s:hm

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



**Attachment B**

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department

**ATTN: Procurement Director**

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: E.R. Snell Contractor, Inc.

Street Address: 1785 Oak Road

City, State, Zip Code: Snellville, Ga. 30078

Phone: 706-985-0600 Fax: 706-985-2957 Email: telbuer@er.snell.com

Do You Have A Business License? Yes: ☒ No: ☐

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

And/or Your State/Local Business License # for your Company (Must Provide): OCC -000159

Utility Contractors License # (Must Provide if applicable): UC 300077 **MUST BE LISTED ON FRONT OF ENVELOPE**

General Contractor License # (Must Provide if applicable): GCCO 003037

Additional Specialty License # (Must Provide if applicable): \_\_\_\_\_

**NOTE:** Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: Georgia, Snellville, Grinnett

**Acknowledgement of Addenda:** (#1) ☒ : (#2) ☐ : (#3) ☐ : (#4) ☐ : (#5) ☐ : (#6) ☐ : (#7) ☐ : (#8) ☐ :

**NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE**

**Statement of Non-Discrimination**

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

**Non-Collusion of Prime Proponent**

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

### Conflict of Interest

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
  - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
  - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
  - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

### Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify\*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf)

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

Date of Authorization

\*\* (E-Verify Number)

22114

E.R. Snell Contractor, Inc.

Name of Contractor

01/22/07  
Construction Services for CR604  
Wheeler Road at CR 124/ CR 2157/  
Robert C. Daniel Parkway  
Bid # 23-184

Name of Project/Bid Number

**AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT**

Name of Public Employer

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

Executed on August, 16, 20 23 in Snellville (City), Georgia (State).

[Signature]

Signature of Authorized Officer or Agent

Tom Clower - Vice President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 16th DAY OF August, 20 23

[Signature]  
Notary Public

Sept. 15, 2025  
My Commission Expires:

NOTARY SEAL  
ROBERT C. DANIEL  
NOTARY PUBLIC  
GA  
EXPIRES  
Sept. 15, 2025

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Bid Item #23-184 Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway  
Bid Due: Wednesday, August 16, 2023 @ 3:00 p.m.

Page 8 of 31





You Must Complete and Return with Your Submittal. Document Must Be Notarized

### Systematic Alien Verification for Entitlements (SAVE) Program

**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

Bid # 23-184 Construction Services for CR 601/Wheeler Road at  
CR 124/CR 2157/Robert C. Daniel Parkway  
Tom Clower

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

E.R. Snell Contractors, Inc.

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) ☒ I am a citizen of the United States.

OR

2.) ☐ I am a legal permanent resident 18 years of age or older.

OR

3.) ☐ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States. \*

**In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.**

Signature of Applicant

Printed Name

\* Alien Registration Number for Non-Citizens

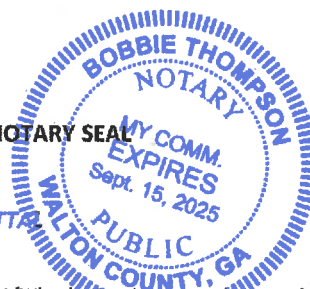
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 16th DAY OF August, 2023

Notary Public

My Commission Expires:

Sept. 15, 2025

NOTARY SEAL



Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 2/17/2016

Bid Item #23-184 Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway

Bid Due: Wednesday, August 16, 2023 @ 3:00 p.m.

Page 9 of 31

0803C-23

ER Snell Contractor, Inc.  
PO Box 306 / 1785 Oak Road  
Snellville, GA 30078



**FEDERALLY FUNDED**

***Bid Specifications***

***Bid Item #23-184***

***Construction Services for CR 601/Wheeler Road at  
CR 124/CR 2157/Robert C. Daniel Parkway***

***For***

***Augusta, Georgia – Augusta Engineering  
and Environmental Services Department***

***Bid Due: Wednesday, August 16, 2023 @ 3:00 p.m.***

***Until further notice***

***All bid openings, conferences, and evaluation meetings  
will be conducted by electronic teleconferencing via ZOOM.***

***Instructions are enclosed.***

***Sec. 1-10-50. Sealed bids selection method:***

***Bid acceptance and bid evaluation. Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.***

***It Is The Responsibility Of The Vendor To Ensure Their Bid Submittal  
Is Received By The Time Specified Above.***

***Thanks for doing business with us . . .***

***Geri A. Sams, Procurement Director  
535 Telfair Street, Room 605  
Augusta, Georgia 30901***



## Table of Contents

### Invitation to Bid

### Electronic Zoom Information

### Instruction to Submit

- Purpose
- Viewing of the Augusta Code
- Compliance with Laws
- Bid for All or Part
- All protest shall be made in writing
- Local Vendor Preference
- Minority/Women Business Enterprise (MWBE) Policy
- Augusta Georgia License Requirement
- Terms of Contract

### Notice to All Proposers

**(Required to be returned with your submittal. Both documents must be notarized)**

Attachment B **Return the 2 pages**

Systematic Alien Verification for Entitlements (SAVE) Program

### Local Small Business Opportunity Program Ordinance Requirements

Local Small Business Opportunities Program Participation (Projects \$100,000 or more)

### DBE Program

GDOT Locally Administer Program (LAP) – FHWA Funded Project

### Bid Specifications

## Invitation to Bid

Sealed bids will be received at this office until **Wednesday, August 16, 2023 @ 3:00 p.m.** via ZOOM Meeting ID: **812 3176 3464**; Passcode: **343591** for furnishing:

**Bid Item #23-184 Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway for Augusta, GA – Augusta Engineering and Environmental Services Department**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable is \$250.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.augustablue.com](http://www.augustablue.com)) at no charge through ARC Southern (706 722-6488) beginning **Thursday, July 6, 2023**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

**Pre-Bid Conference will be held on Monday, July 31, 2023 @ 10:00 a.m. Via Zoom Meeting ID: 857 4784 3960; Passcode: 491990.**

All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, August 1, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No bid may be withdrawn for a period of **ninety (90)** days after Bids have been opened, pending the execution of contract with the successful vendor. **A 10% Bid Bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 110% payment bond will be required for award.**

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

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

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

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

Augusta Procurement Department  
Attn: Geri A. Sams, Director of Procurement  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

**No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle      July 6, 13, 20, 27, 2023  
Metro Courier      July 6, 2023

Revised: 2/19/2016

cc      Takiyah A. Douse      Interim Administrator  
         Hameed Malik      Augusta Engineering and Environmental Services Department  
         Tevia Brown      Augusta Engineering and Environmental Services Department

Revised: 2/19/2016

**PROCUREMENT DEPARTMENT**  
**ELECTRONIC ZOOM INFORMATION**

The Augusta, Georgia Procurement Department conducts Public RFP, RFQ, and Bid Openings to award quality contracts for Augusta. Bidders may participate in our Public Openings via webcast or teleconference by following the instructions outlined below:

**ELECTRONIC BID INSTRUCTIONS**

*Join from a PC, Mac, iPad, iPhone, or Android device*

***Pre-Bid Conference - Bid #23-184 Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway for Augusta, GA – Augusta Engineering and Environmental Services Department***

**Monday, July 31, 2023 @ 10:00 a.m.**

**ZOOM Pre-Bid Conference:**

1. Go to <https://zoom.us/join> and enter meeting ID: 857 4784 3960
2. Password: 491990
3. Teleconference: Telephone number: 646 876 9923

***Bid Opening - Bid #23-184 Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway for Augusta, GA – Augusta Engineering and Environmental Services Department***

**Wednesday, August 16, 2023 @ 3:00 p.m.**

**ZOOM Opening:**

1. Go to <https://zoom.us/join> and enter meeting ID: 812 3176 3464
2. Password: 343591
3. Teleconference: Telephone number: 646 876 9923

**OFFICIAL BID RESULTS will Post within 5 Days**

**For Assistance: Please Contact the Bid and Contract Team at (706) 821-2422**

Revised 9/30/2021



## INSTRUCTIONS TO SUBMIT

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a bid to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All bids are governed by the Augusta, Georgia Code.
- 1.2 **Viewing the Augusta Code:** All bids are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at [www.augustaga.gov](http://www.augustaga.gov) or <http://www.augustaga.gov/Index.aspx?NID=685> Guidelines & Procedures.
- 1.3 **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances, and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 **Bids For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his bid to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
- 1.5 **All protest shall be made in writing to:**  
**Attn: Geri A. Sams**  
**Director of Procurement**  
**535 Telfair Street, Room 605**  
**Augusta, GA 30901**  
**Fax: 706-821-2811 or Email:**  
[procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)
- 1.6 **Local Vendor Preference:** The Local Vendor Preference policy shall only be applied to projects of one-hundred thousand dollars (\$100,000) or less and only when the lowest local qualified bidder is within 10% or \$10,000, whichever is less of the

lowest non-local bidders.

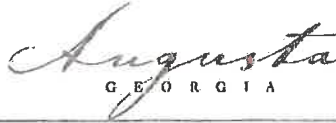
- 1.7 **Minority/Women Business Enterprise (MWBE) Policy:** *Court Order Enjoining Race-Based Portion of DBE Program Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA. Code.)*

*Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011, Court Order in the case; Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.*

*A copy of this Order can be reviewed at [www.augustaga.gov](http://www.augustaga.gov) home page.*

- 1.8 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.
- General Contractors License Number:** If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.
- Utility Contractor License Number:** If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.
- 1.9 **Terms of Contract:** (Check where applicable)  
☐ (A) Annual Contract  
☒ (B) One time Purchase.  
☐ (C) Other

Revised 2/11/2016



## NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

### PLEASE READ CAREFULLY:

**Attachment B** is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

**Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.**

**Business License Requirement:** Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your company's business license number must be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

**Acknowledgement of Addenda:** You Must acknowledge all Addenda. See Page 1 of Attachment B.

**E-Verify \* User Identification Number (Company I.D.)** The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

**Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)**

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

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

### **WARNING:**

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

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

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.

Rev. 4/09/21

City of Snellville, Georgia  
2342 Oak Road, Snellville, GA 30078

## OCCUPATION TAX CERTIFICATE

2023

This License is Granted to:

LICENSING DEPT  
E.R. SNELL CONTRACTOR INC  
PO BOX 306  
SNELLVILLE GA 30078

**SNELL, E.R. CONTRACTORS**

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

LOCATION OF BUSINESS: 1785 OAK RD

This license is issued on the petition of the applicant, who assumes all responsibility of compliance with Federal, State, County and Municipal Regulations. The City will make no refund if such regulations prevent or restrict the trade, business, or profession herein proposed.

**SNELLVILLE**  
EXPIRATION DATE - December 31, 2023

It is the duty of the above referenced business to permit all reasonable inspections of his business and examinations of his books by public authorities so authorized by law, to ascertain and at all times comply with all laws and regulations applicable to such businesses to avoid all forbidden, improper or unnecessary practices or conditions which do not may affect the public health, morals or welfare, and to refrain from operating the business on premises after expiration of his occupational tax certificate and during the period his certificate is revoked or suspended.

**THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE**

E.R. SNELL CONTRACTOR INC  
LICENSING DEPT  
PO BOX 306  
SNELLVILLE GA 30078





**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
Georgia Construction Industry Licensing Board  
LICENSE NO. **UM102609**

**Joseph R Martin**  
**149 Hidden Falls Walk**  
**Griffin GA 30224**  
**Utility Manager**

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

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Joseph R Martin  
149 Hidden Falls Walk  
Griffin GA 30224



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
Georgia Construction Industry Licensing Board  
License No. **UM102609**

**Joseph R Martin**  
**149 Hidden Falls Walk**  
**Griffin GA 30224**  
**Utility Manager**

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



STATE OF GEORGIA  
BRAD RAFFENSPERGER, Secretary of State  
Georgia Construction Industry Licensing Board  
LICENSE NO. UC300077

ER Snell Contractor Inc

Jared Snell, VP

1785 Oak Road

Snellville GA 30078

Utility Contractor

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

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

ER Snell Contractor Inc  
1785 Oak Road  
Snellville GA 30078



STATE OF GEORGIA  
BRAD RAFFENSPERGER, Secretary of State  
Georgia Construction Industry Licensing Board  
License No. UC300077

ER Snell Contractor Inc

Jared Snell, VP

1785 Oak Road

Snellville GA 30078

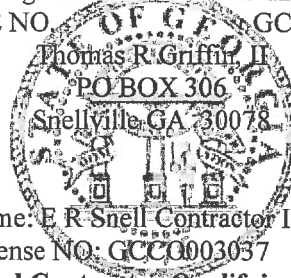
Utility Contractor

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



**STATE OF GEORGIA**

**BRAD RAFFENSPERGER, Secretary of State**  
State Licensing Board for Residential and General Contractors  
LICENSE NO. GCQA003045



Company Name: E R Snell Contractor Inc  
Company License NO: GCCO003037  
**General Contractor Qualifying Agent**

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

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Thomas R Griffin, II  
2380 Island Drive  
Gainesville GA 30501

**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
Georgia State Licensing Board for Residential and General Contractors  
License No. GCQA003045



Thomas R. Griffin, II



Company Name: E R Snell Contractor Inc  
Company License NO: GCCO003037  
**General Contractor Qualifying Agent**

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



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

July 3, 2023

**CERTIFICATE OF QUALIFICATION**  
**Vendor ID: 2SN250**

E. R. Snell Contractor, Inc  
1785 Oak Road  
Snellville, GA 30078

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

**MAXIMUM CAPACITY RATING: \$1,525,500,000.00**

**CERTIFICATE EXPIRES: June 30, 2025**

**PRIMARY WORK CLASS/CODE: 400**

**SECONDARY WORK CLASS(ES)/CODE(S): 205, 208, 310, 500, 507, 626 and 820**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Marc Mastronardi, P.E.

Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.  
DN: cn=US, e=mmastronardi@dot.ga.gov,  
o=Georgia Department of Transportation,  
ou=Division of Construction - Director,  
cn=Marc Mastronardi, P.E.  
Date: 2023.07.06 09:17:45-04'00'

MM:TKA



# Document A310™ - 2010

## Bid Bond

BOND NUMBER: N/A

### CONTRACTOR:

(Name, legal status and address)

E.R. Snell Contractor, Inc.

1785 Oak Road

Snellville, GA 30078

### OWNER:

(Name, legal status and address)

*City of Augusta  
536 Telford St Room 605  
Augusta, GA 30909*

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

*Bid# 23-184  
Construction Services for CR601/ Wheeler Road  
At CR 124/ CR 2157/ Robert C. Daniel Parkway*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this *16th* day of *August*, *2023*.

*Bobbi Thompson*  
(Witness)

E.R. Snell Contractor, Inc.

(Contractor as Principal)

*David C. Eades*  
(Title) *Vice President*

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

*Henry C. Eades*  
(Witness)

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





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID C EADES** of **ATLANTA, Georgia**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.


By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of August, 2023



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**

**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**Local Small Business Opportunity Program Ordinance Requirements**

**Notice To All Bidders (PLEASE READ CAREFULLY)**

**Shall apply to ALL Bids regardless of the dollar amount**

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at [www.augustaga.gov](http://www.augustaga.gov). If you need assistance completing a form or filing information, please contact the LSBOP Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

To print a copy of the Prime Contractor Data Collection Form visit:

<http://www.augustaga.gov/index.aspx?NID=1672>

Website: <http://www.augustaga.gov/index.aspx?nid=83>

**SHALL APPLY TO PROJECTS \$100,000 & UP**

**Local Small Business Opportunity Program (Continued)**

**Sec. 1-10-129. Local small business opportunities program participation.**

(a) *Sealed Bids* The following procedures and contract requirements will be used to ensure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over \$100,000 in value:

(1) Bid conditions for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

(2) Each bidder shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form.

(6) All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

(i) Non-Discrimination Statement which shall affirm the bidder's: (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable

participation of local small businesses; and (c) agreement not to engage in discriminatory conduct of any type.

(ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.

(iii) Documentation of Good Faith Efforts to use local small businesses.

**Failure to submit the above documentation shall result in the bid being declared non-responsive.**

(d) *Post Contract Award Requirements.* The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

(1) Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that:

(a) The contractor will not meet the committed local small business goals; and

(b) the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.

(h) *Compliance.*

(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid projects prior to award of the contract.

(i) *Competitive Bids.*

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

**Sec. 1-10-130. Exceptions – federally funded projects.**

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations, and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations, or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.

**NOTE:** All forms should be submitted in a separate, sealed envelope labeled Local Small Business Required Forms, Company's Name & Bid Number

**For questions and or additional information please contact:**

Local Small Business Opportunity Program,  
535 Telfair Street, Room 530,  
Augusta, Georgia 30901  
(706) 821-2406.

Website: <http://www.augustaga.gov/index.aspx?nid=83>

Revised 2-11-16



**DBE PROGRAM**  
**GDOT Locally Administered Program (LAP)**  
**FHWA Funded Projects**

**DBE Requirements**

Augusta, Georgia, a LAP of the Georgia Department of Transportation pursuant with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d--42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21 Nondiscrimination in federally assisted programs of the Department of Transportation Act, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

**The Georgia Department of Transportation Board has adopted the following goal for DBE participation on all federally funded projects.**

**10% DBE**  
**Overall Annual Goal**

**This goal is not to be considered as a fixed quota, set aside or preference. The DBE goal can be met by prime contracting, sub-contracting, joint venture or mentor/ protégé relationship.**

Augusta, Georgia, a LAP of Georgia Department of Transportation will monitor and assess each consultant services submittals for their DBE participation and/or good faith effort in promoting equity and opportunity in accordance with the state of Georgia, Department of Transportation Disadvantage Business Program Plan.

Phyllis Johnson  
Compliance Department Director  
Consolidated Government of Augusta, Georgia  
535 Telfair Street, Suite 530  
Augusta, GA 30901  
(706)-826-1325 p  
[p.johnson@augustaga.gov](mailto:p.johnson@augustaga.gov)



Kimberly King, EEO Director  
Georgia Department of Transportation  
600 W. Peachtree St.  
Atlanta, GA 30308  
(404) 631-1972 p  
[kiking@got.ga.gov](mailto:kiking@got.ga.gov)





Revised: December 7, 2009

Revised: October 21, 2013

Revised: November 3, 2014

**DEPARTMENT OF TRANSPORTATION STATE  
OF GEORGIA  
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM CRITERIA FOR  
ACCEPTABILITY**

The purpose of this special provision is to establish criteria for acceptability of DBE firms for work performed on this contract. The intent is to ensure all participation counted toward fulfillment of the DBE goals is (1) real and substantial, (2) actually performed by viable, independent DBE owned firms, and (3) in accordance with the spirit of the applicable laws and regulations.

The policy of the Georgia Department of Transportation is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulations, Part 26 and related statutes and regulations in all program activities.

To this end the Georgia Department of Transportation shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any Georgia Department of Transportation assisted contract or in the administration of its Disadvantaged Business Enterprise Program. The Georgia Department of Transportation shall take all necessary and reasonable steps to ensure nondiscrimination.

DBE payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing DBE Race Neutral and Race Conscious Participation. The Contractor will strive to achieve an additional percentage in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

**DBE DIRECTORY:** The Department has available a directory or source list to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular solicitations. The Department will make the directory available to bidders and proposers in their efforts to meet the DBE requirements. The directory or listing includes firms which the Department has certified to be eligible DBEs in accordance with 49 CFR Part 26.

**GOAL FOR PARTICIPATION:** If a percentage goal for DBE participation in this contract is set forth elsewhere in this proposal, the Contractor shall complete the DBE GOAL Forms included in the proposal. The Contractor is encouraged to make every effort to achieve the goal set by the Department. However, if the Contractor cannot find sufficient DBE participants to meet the goal established by the Department, the Department will consider for award a proposal with less participation than the established goal if:

- (A) The bidder can demonstrate no greater participation could be obtained. This

should be well documented by demonstrating the Contractor's actions through good faith efforts. The following is a list of types of actions which the Department will consider as part of the Contractor's good faith efforts to obtain DBE participation. This is not intended to be a mandatory checklist nor intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- (1) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing Interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBEs participants in responding to a solicitation.
- (4) (a) Negotiating in good faith with interested DBEs.  
Contractor(s) are responsible to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (b) Contractor(s) using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing

within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. nonunion employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.

- (6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the contractor.
- (7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE's.

- (B) The participation proposed by the low bidder is not substantially less than the participation proposed by the other bidders on the same contract.

If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation. Prime Contractor shall report race-neutral participation in accordance with the DBE Monthly Report requirements shown in this document.

To be eligible for award of this contract, all bidders will be required to submit the following information to the Department by the close of business on the 3<sup>rd</sup> working day following opening of the bid as a matter of bidder responsibility.

- i. The names and addresses of DBE firms committed to participate in the Contract;
- ii. A description of the work each DBE will perform; The Contractor shall provide information with their bid showing that each DBE listed by the Contractor is certified in the NAICS code(s) for the kind of work the DBE will be performing.
- iii. The dollar amount of participation for each DBE firm participating; Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- iv. Written confirmation from the DBE committed to participating in the contract, as provided in the prime contractor's commitment.
- v. If the contract goal is not met, evidence of good faith efforts must be provided.

Failure by a bidder to furnish the above information may subject the bid to disqualification. Also, failure by the bidder to submit satisfactory evidence of good faith efforts may subject the bid to disqualification.

Award of a contract by the Department to a Prime Contractor who has listed DBE participants with the bid may not constitute final approval by the Department of the listed DBE. The Department reserves the right to approve or disapprove a Disadvantaged firm after a review of the Disadvantaged firm's proposal participation. Payment to the Contractor under the contract may be withheld until final approval of the listed DBEs is granted by the Department.

If the Contractor desires to substitute a DBE in lieu of those listed in the proposal, a letter of concurrence shall be required from the listed DBE prior to approval of the substitution, unless this requirement is waived by the Department.

Agreements between bidder and a DBE in which promises not to provide Subcontracting quotations to other bidders are prohibited.

**DEFINITION:** For the purposes of this provision, the following definitions will apply: Disadvantaged Business Enterprise or DBE means a for-profit small business concern –

- (1) Ensuring at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the business.

Good Faith Efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are reputedly presumed to be socially and economically disadvantaged.
  - (i) "Black Americans," which includes persons having origins, in any of the Black racial groups of Africa;
  - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - (iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

- (vi) Women;
  - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- (3) GDOT will presume that such persons are socially and economically disadvantaged only to the extent permitted by applicable federal law.

Race-conscious measure is one focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure is one being, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

**DISCRIMINATION PROHIBITED:** No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this contract on the grounds of race, color, sex or national origin.

The following assurance becomes a part of this contract and must be included in and made a part of each subcontract the prime contractor enters into with their subcontractors (49 CFR 26.13):

"The contractor, and/or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT – assisted contracts. Failure by the contractor to carry out these requirements is (breach) of this contract which may result in the termination of this contract or such other remedy as the Department deems appropriate".

**Failure to Achieve Requirements:** Periodic reviews shall be made by the Department to determine the extent of compliance with the requirements set forth in this provision. If the Contractor is found to be in noncompliance, further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of this contract. During the life of the contract, the contractor will be expected to demonstrate good faith efforts at goal attainment as provided by 49 CFR 26.

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Department's written consent to substitute and, unless the Department's consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Participation will be counted toward fulfillment of the DBE goal as follows:

- (A) When a DBE participates in a contract, the Contractor counts only the value of the work actually performed by the DBE toward DBE goals.
  - (1) Count the entire amount of the portion of a construction contract (or other contract not covered by paragraph (A) (2) of this section) performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

- (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the Department determines the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
  - (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (B) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract the DBE performs with own forces toward DBE goals.
- (C) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
- (1) A DBE performs a commercially useful function when responsible for execution of the work of the contract and carrying out responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
  - (2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
  - (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.
  - (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.
  - (5) The Department's decisions on commercially useful function matters are subject to review by the US DOT but are not administratively appealable to the US DOT.
- (D) The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:
- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - (2) The DBE must itself own and operate at least one fully licensed, insured, and

- operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (4) The DBE may lease trucks from another DBE firm, including an owner/operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.
  - (5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
  - (6) For purposes of this paragraph (D), a lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- (E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- (1)
    - (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
    - (ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - (2)
    - (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.
    - (ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (E)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-

term lease agreement and not on an ad hoc or contract-by-contract basis.

- (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (E)(2).

- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
- (4) You must determine the amount of credit awarded to a firm for the provision of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expeditor) on a contract-by-contract basis. Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.
- (5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.
- (6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. If the contract amount under runs, the contractor will not be allowed to under run the dollar amount of DBE participation except when the DBE subcontracted items themselves under run.

## REPORTS

- A. The contractor shall submit a "DBE Participation Report" on this contract monthly which shall include the following:
1. The name of each DBE participating in the contract.
  2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
  3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
  4. The dollar value of each DBE subcontract or supply agreement.
  5. The actual payment to date of each DBE participating in the contract.
  6. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report within 30 calendar days following the



end of the month may cause payment to the contractor to be withheld.

7. The Prime Contractor shall notify the Project Manager at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Manager when they begin work on the project. They must also inform the Project Manager when their forces will be doing work on the project.
- B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report.
- C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

**SUBSTITUTION OF DBEs:** The Contractor shall make reasonable efforts to replace a DBE Subcontractor unable to perform work for any reason with another DBE. The Department shall approve all substitutions of Subcontractors in order to ensure the substitute firms are eligible DBEs.

When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days, if necessary, at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

**CERTIFICATION OF DBEs:** To ensure the DBE Program benefits only firms owned and controlled by Disadvantaged Individuals, the Department shall certify the eligibility of DBEs and joint ventures involving DBEs named by bidders.

Questions concerning DBE Certification/Criteria should be directed to the GDOT EEO Office at (404) 631-1972.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

First Use 2013 Specifications: November 01, 2013  
Updated July 01, 2018

**SPECIAL PROVISION**

**PROMPT PAYMENT:**

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them. Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department. If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

Prime contractors must maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years after Contract Final Acceptance. These records shall be made available for inspection upon request by any authorized representative of the Georgia Department of Transportation or USDOT.

All subcontract agreements shall contain this requirement.

## NO RESPONSE LETTER

please submit by response due date

Bid Item #23-184	Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway	Due: Wednesday, August 16, 2023 @ 3:00 p.m.
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To: Augusta, Georgia - Procurement Department

This is to certify that \_\_\_\_\_, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

\_\_\_ Unavailability of required resources

\_\_\_ Prior commitments

\_\_\_ Inadequate anticipated funding Level

\_\_\_ Project Duration

\_\_\_ Potential conflict of interest

\_\_\_ Duplication of ongoing effort

\_\_\_ Other (please explain)

\_\_\_\_\_  
\_\_\_\_\_

### Authorized Representative:

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_



**BID ITEM #23-184**

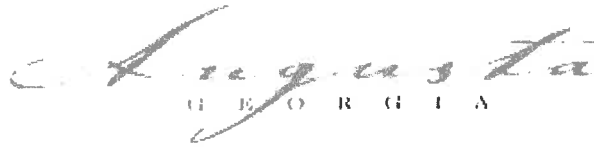
**CR 601/WHEELER ROAD @  
CR 124/CR 2157/  
ROBERT C. DANIEL PRWY  
PI#0012866**

**INVITATION TO BID**

***Federally Funded Project***

**2023**

POC: Hameed Malik, Ph.D., PE, Director  
ENGINEERING DEPARTMENT  
CITY OF AUGUSTA, AUGUSTA, GA



**BID ITEM #23-184**

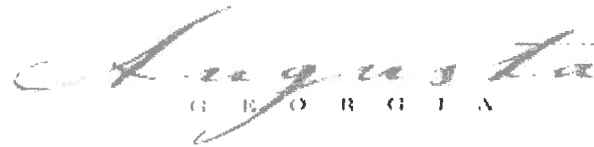
**CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C.  
DANIEL PRWY**

**PI# 0012866**

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## SECTION 1: INSTRUCTION TO BIDDERS

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### INSTRUCTION TO BIDDERS

#### **IB-01      GENERAL**

All proposals must be presented in a sealed envelope, addressed to the Owner. The proposal must be filed with the Owner on or before the time stated in the invitation for bids. Mailed proposals will be treated in every respect as though filed in person and will be subject to the same requirements.

Proposals received subsequent to the time stated will be returned unopened. Prior to the time stated any proposal may be withdrawn at the discretion of the bidder, but no proposal may be withdrawn after bid closing and for a period of sixty (60) days after bids have been awarded, pending the execution of contract with the successful bidder.

The DBE Goal for the Project is 10%. GDOT Standard Specifications Construction of Transportation Systems, 2021 Edition, and applicable special provisions and supplemental specifications apply to the contract. *(Federal Clause)*

Bidder Submitting a bid \$2,000,000 or less must be either a prequalified contractor or a registered subcontractor with GDOT. Bidders submitting a bid in excess of \$2,000,000 must be prequalified with GDOT. *(Federal Clause)*. The contractor shall also have General Contractor License, Utility contractor license or Utility Licensed manager as on-site construction team member and has ability to work in the state of Georgia.

#### **IB-02      EXAMINATION OF WORK**

**Pre-Bid Conference will be held on Monday, July 31, 2023 @ 10:00 a.m.  
Via Zoom Meeting ID: 857 4784 3960; Passcode: 491990.**

Each bidder shall, by careful examination, satisfy himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the

work or the cost thereof under the contract. No oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations therein.

**IB-03      ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of plans, specifications or other prebid documents will be made to any bidder orally.

Every request for such interpretation should be in writing fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department, Geri Sams – Director, 535 Telfair Street, Suite 605, Augusta, Georgia, 30901 and to be given consideration must be received by Tuesday, August 1, 2023 @ 5:00 P.M. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent to the Augusta, GA Procurement Director. The Procurement Director shall send by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than five working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

**IB-04      PREPARATION OF BIDS**

Bids shall be submitted on the forms provided and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid.

Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will not be considered unless specifically called for.

Telegraphic bids will not be considered. Modifications to bids already submitted will be allowed if submitted by telegraph prior to the time fixed in the



Invitation for Bids. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

Bids by wholly owned proprietorships or partnerships will be signed by all owners. Bids of corporations will be signed by an officer of the firm and his signature attested by the secretary thereof who will affix the corporate seal to the proposal.

**NOTE: A 10% Bid Bond is required in all cases. (*Federal Clause*)**

**IB-05            BASIS OF AWARD**

The bids will be compared on the basis of unit prices, as extended, which will include and cover the furnishing of all material and the performance of all labor requisite or proper, and completing of all the work called for under the accompanying contract, and in the manner set forth and described in the specifications.

Where estimated, quantities are included in certain items of the proposal, they are for the purpose of comparing bids. While they are believed to be close approximations, they are not guaranteed. It is the responsibility of the Contractor to check all items of construction. In case of error in extension of prices in a proposal, unit bid prices shall govern.

**The bid will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements per section 103.02. (*Federal Clause*)**

Payment to CONTRACTOR will be made only for actual quantities of Work performed or materials furnished in accordance with Contract and it is understood that quantities may be increased or decreased as provided in Section 23 of Special Conditions.

**IB-06            BIDDER'S QUALIFICATIONS**

No proposal will be received from any bidder unless he can present satisfactory evidence that he is skilled in work of a similar nature to that covered by the contract and has sufficient assets to meet all obligations to be incurred in carrying out the work. He shall submit with his proposal a **FINANCIAL EXPERIENCE AND EQUIPMENT STATEMENT**, giving reliable information as to working capital available, plant equipment, and his experience and general qualifications.

The principal firm(s) submitting bids must be firms regularly engaged in the provision of direct contractor services. In addition, each firm must be experienced in the construction by at least three (5) projects of similar size/type within the past three (3) years. The identity of those projects must be supplied sealed in a separate envelope. The statement of qualification must be of sufficient detail to demonstrate the firm's ability to perform all aspects of the scope of work.

The Statement shall address the following items in the exact order and format:

1. Firm's Contractor experience and ability to perform as Contractor for projects of similar size and complexity to the proposed facility.
2. Submit a listing of previous contracts with references on which your firm performed construction services on which a stipulated sum and bonding was provided.
3. Identify the firm's current bonding capacity
4. Provide a history of the firm, including years in business and number individuals employed by the firm.
5. Firm's experience and professional qualifications of proposed key jobsite staff:
  - a. Provide a listing of all key staff that would be assigned to this project at the jobsite and perform all major aspects of the on-site responsibilities.
  - b. Provide a detailed resume of each of proposed jobsite staff, including all positions held within the past 5 years and references.
  - c. Provide an organizational chart of the firm and proposed jobsite project staff.

The owner may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to him all such additional information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by the bidder or investigation of him fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Part of the evidence required above shall consist of a list of the names and addresses of not less than five (5) firms or corporations for which the bidder has done similar work.

#### **IB-07            PERFORMANCE and PAYMENT BOND**

At the time of entering into the contract, the Contractor shall give bond to the owner for the use of the owner and all persons doing work or furnishing skill,

tools, machinery or materials under or for the purpose of such contract, conditional for the payment as they become due, of all just claims for such work, tools, machinery, skill and terms, for saving the owner harmless from all cost and charges that may accrue on account of the owner performing the work specified, and for compliance with the laws pertaining thereto.

**When performance and/or payment bonds are required per section 103.5, The performance bond of 100% of contract amount and payment bond of 110% of contract amount is required.** Performance and payment bonds shall be issued by a solvent corporate surety authorized to do business in the State of Georgia and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

Attorneys-in-fact who sign bonds must file with each copy thereof, a certified and effectively dated copy of the power of attorney.

#### **IB-08            REJECTION OF BIDS**

These proposals are asked for in good faith, and awards will be made as soon as practicable, provided satisfactory bids are received. The right is reserved, however to waive any informalities in bidding, to reject any and all proposals, or to accept a bid other than the lowest submitted if such action is deemed to be in the best interest of the Owner.

Bid may be rejected if any of the Unit Prices are obviously unbalanced. The Owner will decide whether any Unit Prices are unbalanced either excessively above or below a reasonable cost analysis value determined by the Engineer, particularly if these unbalanced amounts are substantial and contrary to the interest of the Owner.

Bid may be rejected as irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids, erasures or changes not initialed, or other irregularities.

#### **IB-09            TITLE VI**

*The (City of Augusta ) in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any*

*contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. (Federal Clause)*

**IB-10:            START OF WORK: FEDERAL CLAUSES**

The completed DBE Goals Form, Federal Aid Certification, and Georgia Security and Immigration Compliance Act Affidavit shall be submitted with the bid.

Before Start of Work Preconstruction conference will be held with at minimum, sponsor, contractor, Selected DBE firms GDOT Area Engineer and GDOT Project Manager.

All Construction Project require the use of Davis- Bacon Wage rates regardless of physical location. Include a copy of the current wage rate determination in the bid document. The web site for the wage rates is: <http://www.wdol.gov/dba.aspx#0>. To find the wage rate determination, select the State and county in which the project is located and then select HIGHWAY.

All testing is to meet the requirements outlined in the GDOT sampling, Testing, and Inspection Guide.

Contractor shall use suppliers on the appropriate GDOT Qualified Products List.

## **SECTION 2: GEORGIA PROMPT PAY ACT**

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**BID ITEM #23-184 - CR 601/WHEELER ROAD @  
CR 124/CR 2157/ROBERT C. DANIEL PRWY  
PI# 0012866**

**Augusta, GA**

### **GEORGIA PROMPT PAY ACT**

This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

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

Notwithstanding any provision of the law to the contrary, the parties agree that no interest shall be due Contractor on any sum held as retainage pursuant to this Agreement and Contractor specifically waives any claim to same.

### **NOTICE**

All references in this document, which includes all papers, writings, drawings, plans or photographs to be used in connection with this document, to "Richmond County Board of Commissioners" shall be deemed to mean "Augusta Richmond County Commission-Council and all references to "Chairman" shall be deemed to mean "Mayor".

### **DISPOSALS**

Prior to any material from this project being wasted or otherwise disposed of outside the project limits the Contractor shall furnish the Engineer a copy of written permission, signed by the property owner (or his authorized agent) describing the estimated amount and type of material to be placed on said property. If any portland cement concrete, asphaltic concrete, wood or other such materials are to be wasted on the property, a copy of the owner's inert landfill permit, issued by the Environmental Protection Division shall be furnished to the Engineer prior to any such waste being removed from the project.

In all cases, regardless of the material being wasted, a grading permit issued by Augusta Richmond County must be furnished to the Engineer.

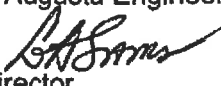


Procurement Department

Mrs. Geri Sams, Director

**CERTIFIED MAILED**

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

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

**DATE:** August 7, 2023

**SUBJ:** Responses to Vendor's Questions

**BID ITEM:** Bid Item #23-184 Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway for Augusta, GA – Augusta Engineering and Environmental Services Department

**BID OPENING DATE: Wednesday, August 16, 2023 @ 3:00 p.m.**

**ADDENDUM NO. 1**

This Addendum shall form a part of the referenced Bid Item #23-184 Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway and any agreement entered in connection therewith equally as if bound into the original document. **Acknowledge receipt of all Addendums on Attachment "B" within the Specifications package.**

**Responses to Vendor's Questions:**

- 1) Question: Will the GDOT AC Index apply to this project?  
**Response: The GDOT AC Index will not apply to this project.**
- 2) Question: The 10% DBE Goal is high for this type of project. It will be difficult to meet this goal due to the low percentage of subcontractor work available on this project. Can the DBE Goal be lowered for this project?  
**Response: The 10% DBE Goal will not be lowered for this project.**
- 3) Question: The typical sections and summary of qty's show Recycled Asph Conc 12.5 SP without poly-mod. The pay item shows including poly-mod in the 12.5 mm topping. Which is correct?  
**Response: The typical sections and summary of quantities is correct. The pay item will be updated.**
- 4) Question: Storm drain line A-50 to A-49 shows 15" HDPE in the drainage profile on dwg 22-0001. The pay item calls for 15 in Class III which is RCP. Which is correct? If HDPE is proposed, what are the backfill requirements?  
**Response: 15" HDPE is correct. The pay item will be updated. Refer to GDOT Standard Detail 1030P for backfill requirements.**
- 5) Question: The existing asphalt is getting milled and inlaid. There are several existing manholes that will need to be lowered and raised. Can a pay item for adjustment of manholes be added?  
**Response: Adjusting manholes will be included in the price bid for GRADING COMPLETE.**
- 6) Question: The storm drain line A-50 to A-49 will be installed under the existing parking lot and the

Room 605 - 535 Telfair Street, Augusta Georgia 30901  
(706) 821-2422 - Fax (706) 821-2811

[www.augustageorgia.gov](http://www.augustageorgia.gov)

Register at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

construction of the proposed retaining wall will remove the existing curb and gutter. Is it Augusta's intent to demolish the existing pavement and curb & gutter within the easement in this area and replace with new pavement and curb & gutter? How will the replacement get paid?

**Response: The curb & gutter will be paid for in the price bid for CURB & GUTTER, 6 IN X 24 IN, TP 2. The pavement will be paid for in the price bid for CLASS B CONC, BASE OR PVMT WIDENING and RECYCLED ASPH CONC 12. 5 MM SUPERPAVE GP I OR 2, INCL BITUM MATL & H LIME.**

- 7) Question: There is an existing light pole at approx. sta. 212+00 LT that will need to be removed? Who is responsible for this? Does it need to get reset? If so, how will this get paid?

**Response: The light pole will be part of the utility relocation work.**

- 8) Question: Specification 150.6 references Gordon Highway which is not associated with this project. Can 150.6 be revised to include the roads within this PI?

**Response: Special Provision 150.6 references PI 0012866.**

- 9) Question: What is the allowable duration traffic can run on milled surfaces?

**Response: All milled surfaces shall be covered before they are opened to traffic.**

- 10) Question: Will "knock out" precast drainage structures be allowed.

**Response: Knock-out drainage structures will not be allowed for this project.**

- 11) Question: Will videoing and/or laser profiling of the storm drain be required?

**Response: Video and laser profiling will be required.**

- 12) Question: Please provide schedules and milestone dates for relocation of third-party utilities. Is the time required for the relocation of the third-party utilities estimated in the established calendar days in the agreement?

**Response: The GUPS Permits can be found at the link below.**

**0012866 GUPS Permits <https://husseygaybell.egnyte.com/fl/prSM9quidn>  
Password:2ZWx5ory**

- 13) Question: In General Conditions, GC-110, Will a field office be required? If so, how is it to be paid?

**Response: A field office will not be required for this project.**

- 14) Question: In General Conditions, GC-26, it states, "all storm drainpipe shall have a minimum 6" bedding..." Is this to be paid under "Bid Item # 207-0203: Foundation Backfill"?

**Response: Yes.**

- 15) Question: Is a soil survey or other geotechnical evaluations available?

**Response: A soil survey or other geotechnical evaluations are not available for this project.**

- 16) Question: In the general conditions, GC-53, Item #1, it states, "The owner shall retain ten (10%) percent of the amount of each payment until final completion and acceptance...". Does this amount change to 5(5%) percent for the life of the project as per new Georgia law regarding public construction contracts since the contract date will be after 6/30/2022?

**Response: Revised Retainage – 5% per new state policy.**

- 17) Question: In Section 150.6, "Special Conditions", Subsection A references that Lane closures ...interferes with traffic on SR10/US 78/Gordon Highway. This highway is not in the project limits of the referenced project. Please clarify.

**Response: See response to question #8 above.**

- 18) Question: In Section 150.6, "Special Conditions", Subsection B references that Milled surfaces shall be covered...within "x" days. Please clarify.

**Response: See response to question #9 above.**

- 19) Question: In Section 150.6, Subsection A, is there specific lane closure requirements for this project?

**Response: The contractor shall coordinate with Augusta Engineering Department for specific lane closure requirements. The Contractor shall not install lane closures or move equipment or materials that interferes with traffic between the hours of 5:00 a.m. to 9:00 a.m. and 3:00 p.m. to 8:00 p.m. Monday through Friday and 9:00 a.m. to 8:00 p.m. Saturday and Sunday.**



- 20) Question: Section 167 of the specifications addresses Water Quality Monitoring. Since this project does not meet the requirements to file an NPDES permit, will water quality inspections or monitoring be required on this project? If so, how is it to be paid?  
**Response: Water Quality Monitoring will not be required for this project.**
- 21) Question: In General Conditions, GC-28, references GDOT Specification 155. Has a non-infested area been designated on the plans that soil can be moved to as stated in the specification?  
**Response: A non-infested area has not been designated on the plans that soil can be moved to. The contractor shall coordinate with Augusta Engineering Department for a suitable location.**
- 22) Question: There does not appear to be any construction shown on sheets 13-0001 and 13-0002 that match what is shown on the typical sections and what is shown on sheets 19-0001 and 19-0002. Please clarify.  
**Response: Sheets 13-0001 and 13-0002 have been replaced in the plans with updated sheets.**
- 23) Question: There are not any pay items on the bid schedule for the traffic signal loops that are shown on sheet 27-0003 of the project plans. Please clarify.  
**Response: The traffic signal loops shall be included in the price bid for TRAFFIC SIGNAL INSTALLATION NO -- 1.**
- 24) Question: There are not any pay items on the bid schedule for the installation of the "pedestal pole w/ped head, pushbutton station, and sign pull box...". Please clarify.  
**Response: These items shall be included in the price bid for TRAFFIC SIGNAL INSTALLATION NO -- 1.**
- 25) Question: Bid item # 441-0748, "Concrete Median, 6 IN does not appear to be shown on the plans. Where is this located?  
**Response: The Concrete Median, 6 IN is located on sheet 13-0003 as the proposed channelizing islands along westbound Wheeler Road along the east leg of the intersection. They are called out as GDOT Detail 9032B, TP7, 4". The call-out will be updated to GDOT Detail 9032B, TP7, 6".**
- 26) Question: Typical Section #3 on the plan sheet 05-0002 references a "Concrete Ditch, See detail 49". This detail is not shown on the plans. Can this detail be provided?  
**Response: The reference on the plans will be updated to "CONC DITCH, SEE GDOT DTL D-49".**
- 27) Question: Note #22 on sheet 04-0004 reads, "All traffic control shall be paid for under the traffic signal lump sum bid". Is this correct? If correct, what is pay item # 150-1000 on the bid schedule to be used for? Please clarify.  
**Response; This note will be removed from sheet 4-0004. All traffic control will be paid for under price bid for pay item 150-1000 TRAFFIC CONTROL--0012866.**
- 28) Question: Will this project be indexed per the GDOT asphalt index specification since this project has federal transportation funds?  
**Response: See response to question #1 above.**

**Please acknowledge addendum in your submittal**

**END OF ADDENDUM**

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



AUGUSTA ENGINEERING DEPARTMENT

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

**SECTION 3: BID PROPOSAL**

---

Date: 8/16/23

Gentlemen:

In compliance with your invitation for bids dated August 16, 2023, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

**CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY**  
**PI# 0012866**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

Two million, six hundred seventy three thousand, eight hundred DOLLARS  
(\$ 2,673,822.32 ) twenty two dollars and thirty two cents

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

The undersigned hereby agrees that, if awarded the contract, he will commence the work within 10 calendar days after the date of written notice to proceed, and that he will complete all work within 365 calendar days.

The undersigned acknowledges receipt of the following addenda:

Addendum Number:

1

Addendum Date:

8/16/23

Respectfully submitted:

ER. Snell Contractor Inc.  
(Name of the Firm)

1785 Oak Rd Snellville GA 30078  
(Business Address)

By: TRW

Title: Vice President

## AUGUSTA ENGINEERING DEPARTMENT

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

000-1000	Force Account	1	LS	\$50,000	\$50,000
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CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
150-1000	TRAFFIC CONTROL -- 0012866	1	LS	180500.00	180,500.00
156-0100	GPS DATA COLLECTION AND SUBMITTAL - 0012866	1	LS	26900.00	26,900.00
207-0203	FOUND BK FILL MATL, TP II	50	CY	186.00	9,300.00
210-0100	GRADING COMPLETE -- 0012866	1	LS	824700.00	824,700.00
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	630	SY	76.00	47,880.00
318-3000	AGGR SURF CRS	25	TN	133.00	3,325.00
441-0104	CONC SIDEWALK, 4 IN	100	SY	149.00	14,900.00
441-0108	CONC SIDEWALK, 8 IN	115	SY	185.00	21,275.00
441-0740	CONCRETE MEDIAN, 4 IN	90	SY	203.00	18,270.00
441-0748	CONCRETE MEDIAN, 6 IN	270	SY	153.00	41,310.00
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	180	LF	48.25	8,685.00
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	280	LF	52.25	14,630.00
441-6740	CONC CURB & GUTTER, 8 IN X 30 IN, TP 7	1820	LF	44.00	80,080.00
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	640	LF	17.25	11,040.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	35	CY	438.00	15,330.00
634-1200	RIGHT OF WAY MARKERS	4	EA	467.00	1,868.00
999-5200	DETECTABLE WARNING SURFACE	40	SF	85.00	3,400.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	30	TN	475.00	14,250.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	104	TN	185.00	17,815.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	70	TN	316.00	32,864.00
402-4510	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER MODIFIED BITUM MATL & H LIME	963	TN	417.00	29,190.00
413-0750	TACK COAT	1200	GL	4.05	4,860.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	10700	SY	7.15	76,505.00
550-5150	STORM DRAIN PIPE, 15 IN, CLASS III	478	LF	—	—
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	335	LF	120.00	40,200.00
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	335	LF	102.00	18,156.00
600-0001	FLOWABLE FILL	5	CY	1430.00	7,150.00
611-3311	RECONSTR MISC ROADWAY STRUCTURES	5	EA	11500.00	57,500.00
668-1100	CATCH BASIN, GP 1	5	EA	13800.00	69,000.00
668-2100	DROP INLET, GP 1	4	EA	9130.00	36,520.00
668-4300	STORM SEWER MANHOLE, TP 1	3	EA	9130.00	27,390.00

TNC

**AUGUSTA ENGINEERING DEPARTMENT**

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

163-0232	TEMPORARY GRASSING	0.10	AC	1460.00	146.00
163-0240	MULCH	1	TN	1110.00	1,110.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1	EA	2430.00	2,430.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	14	EA	579.00	8,106.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	92	LF	.13	11.96
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1	EA	1350.00	1,350.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	14	EA	221.00	3,094.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EA	1410.00	1,410.00
171-0010	TEMPORARY SILT FENCE, TYPE A	320	LF	11.50	3,680.00
700-7000	AGRICULTURAL LIME	0.15	TN	881.00	132.15
700-8000	FERTILIZER MIXED GRADE	0.05	TN	2140.00	107.00
700-8100	FERTILIZER NITROGEN CONTENT	10	LB	5.00	50.00
700-9300	SOD	140	SY	42.25	5,915.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	170	SF	32.75	5,567.50
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	121	SF	35.25	4,265.25
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	73.50	SF	90.25	6,633.38
636-2070	GALV STEEL POSTS, TP 7	374	LF	19.50	7,293.00
639-2002	STEEL WIRE STRAND CABLE, 3/8 IN	100	LF	3.40	340.00
639-5000	PRESTRESSED CONC STRAIN POLE, TP -- 0012866	2	EA	17500.00	35,000.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	18	EA	99.00	1,782.00
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	5	EA	198.00	990.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	3200	LF	1.30	4,160.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	2100	LF	1.30	2,730.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	190	LF	15.75	2,992.50
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	3950	LF	4.60	18,170.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	1200	GLF	.86	1,032.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	566	SY	9.90	5,603.40
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	60	SY	9.90	594.00
654-1003	RAISED PVMT MARKERS TP 3	112	EA	9.90	1,108.80
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	73.50	SF	90.25	6,633.38
639-3004	STEEL STRAIN POLE, TP IV - 0012866	4	EA	23700.00	94,800.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -- 1	1	LS	295300.00	295,300.00
647-2170	PULL BOX, PB-7	1	EA	3590.00	3,590.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	360	LF	7.10	2,556.00
682-9950	DIRECTIONAL BORE -- 0012866	180	LF	199.00	35,820.00
687-1000	TRAFFIC SIGNAL TIMING -- 0012866	1	LS	8050.00	8,050.00
441-0204	PLAIN CONC DITCH PAVING, 4 IN	14	SY	519.00	7,266.00
500-3107	CLASS A CONCRETE, RETAINING WALL	60	CY	1760.00	105,600.00

*TNC*

## AUGUSTA ENGINEERING DEPARTMENT

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

515-2020	GALV STEEL PIPE HANDRAIL, 2 IN. ROUND	179	LF	130.00	23,270.00
SUBTOTAL WHEELER ROAT AT ROBERT C. DANIEL PARKWAY		\$2,623,822.32			

FORCE ACCOUNT:	\$50,000
GRAND TOTAL	\$2,673,822.32

## GRAND TOTAL

Two million, six hundred seventy three thousand,  
eight hundred twenty two dollars and thirty two cents DOLLARS



*TAK*

\*GRADING COMPLETE: THE REMOVAL AND DISPOSAL OF ALL MISCELLANEOUS ROADWAY ITEMS, UTILITY ITEMS, AND DRAINAGE ITEMS (I.E. DEMOLITION ITEMS), SHALL BE INCLUDED IN THE ITEM OF GRADING COMPLETE, UNLESS OTHERWISE ESTABLISHED AS SEPARATE CONTRACT ITEMS. THIS WORK SHALL INCLUDE BUT NOT BE LIMITED TO THE REMOVAL OF PAVEMENT, CONCRETE, CURBS, GUTTERS, DRAINAGE STRUCTURES, LIGHT POLES, CONCRETE FOUNDATIONS, ABANDONED UTILITIES, ABANDONED STREET CAR TRACKS, AND ANY OTHER MISCELLANEOUS REMOVAL ITEMS WHETHER SHOWN ON THE PLANS OR NOT. THE ITEM OF GRADING COMPLETE SHALL ALSO INCLUDE OTHER MISCELLANEOUS ITEMS OF CONSTRUCTION NOT OTHERWISE SHOWN AS A SEPARATE PAY ITEM SUCH AS MOB/DEMOB, GENERAL CLEARING, CUT AND FILL, CONSTRUCTING SHOULDER AND SUBGRADE, SAWCUTTING, FINISH GRADING, CONSTRUCTION LAYOUT, THE HAULING AND DISPOSAL OF UNDESIRABLE OR SURPLUS MATERIALS, THE REMOVAL AND STORAGE OF SALVAGED MATERIALS, REMOVING AND/OR RESETTING MAILBOXES, REMOVING AND/OR RESETTING GATES AND FENCES, REMOVING AND/OR RESETTING IRRIGATION SPRINKER HEADS, BONDS AND INSURANCE, ETC. ALL OF THIS WORK SHALL BE PAID FOR AS GRADING COMPLETE."

\*\*\*LS (LUMP SUM) – FOR ALL LUMP SUM ITEMS, ATTACH AN ITEMIZED BREAKDOWN OF LUMP SUM AMOUNT ON SEPARATE SHEET.



**AUGUSTA REGIONAL TRANSPORTATION STUDY**

**GEORGIA FY 2021-2024 TRANSPORTATION IMPROVEMENT PROGRAM**

<b>PROJECT NAME:</b> CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY				<b>MTP Ref:</b> Tier 0			
<b>PROJECT DESCRIPTION:</b> This project proposes to improve pedestrian and vehicular mobility and to reduce congestion at the intersection of Wheeler Rd with Robert C. Daniel Jr. Pkwy by constructing a 230 foot right turn lane, extending an existing left turn lane 50 feet along Robert C. Daniel Jr. Pkwy northbound. In addition, the existing left turn lane on Marks Church Rd northbound will be extended 300 feet.				<b>Estimated Cost:</b> \$1,880,000.00			
				<b>P.I. #:</b> 0012866		<b>COUNTY:</b> RICHMOND	
<b>Length (miles):</b> 0.40		<b>DOT District#:</b> 02		<b>Congressional Dist. #:</b> 012			
<b>Primary Work Type:</b> Intersection Improvement							
<b>COMMENTS/REMARKS:</b> Reconstruction/Rehabilitation 6/04/2020 Amendment – 2021 ROW Federal \$79,200; State \$19,800. Administrative Modification 9/30/2021- of \$81,000.00. 3/16/2022- Administrative Modification to add FY2023 Construction phase for \$527,376.08 (local match). 1/19/2023 – Administrative Modification to increase ROW funds from \$99,000 to \$180,000 and to increase CST funds from \$924,732.69 to \$1,700,000. 2/8/2023 – Administrative Modification to remove local ROW funding for FY 2022.							
<b>Phase Status &amp; Funding Information</b>		<b>Status</b>	<b>FISCAL YEAR</b>	<b>TOTAL PHASE COST</b>	<b>BREAKDOWN OF TOTAL PHASE COST BY FUNDING SOURCE</b>		
					<b>FEDERAL</b>	<b>STATE</b>	<b>LOCAL/PRIVATE</b>
ROW	Z230		2022	\$180,000.00	\$144,000.00	\$0.00	\$36,000.00
CST	Z230		2023	\$1,700,000.00	\$1,360,000.0	\$0.00	\$340,000.00
				<b>\$1,880,000.00</b>	<b>\$1,504,000.00</b>	<b>\$0.00</b>	<b>\$376,000.00</b>

**PROJECT LOCATION**



## Project Cost Estimate

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

<b>Concept Name:</b>	0012866	<b>Cost Estimate Name:</b>	0012866-DE
<b>Concept Description:</b>	CR 601/Wheeler Road @ CR 124/CR 2157/Robert C L	<b>Adhoc Pricing Total:</b>	\$0.00
<b>Spec Year:</b>	21	<b>Typical Section Total:</b>	\$0.00
<b>Item History:</b>	BHP-ALL	<b>Estimate Total:</b>	\$872,630.10
<b>Cost Estimate Phase:</b>	2-DE		

### ITEMS FOR CONCEPT NAME 0012866

#### 0100 - Roadway

Line Number	Item	Quantity	Units	Price	Description	Amount
0005	150-1000	1	LS	50,000.00	TRAFFIC CONTROL - - 0012866	\$50,000.00
0285	156-0100	1	LS	7,550.00	GPS DATA COLLECTION AND SUBMITTAL - 0012866	\$7,550.00
0275	207-0203	50	CY	65.99	FOUND BKFILL MATL, TP II	\$3,299.52
0060	210-0100	1	LS	175,000.00	GRADING COMPLETE - - 0012866	\$175,000.00
0320	310-5060	630	SY	23.06	GR AGGR BASE CRS, 6 INCH, INCL MATL	\$14,525.75
0280	318-3000	25	TN	35.75	AGGR SURF CRS	\$893.71
0100	441-0104	100	SY	65.44	CONC SIDEWALK, 4 IN	\$6,544.06
0315	441-0108	115	SY	79.65	CONC SIDEWALK, 8 IN	\$9,159.83
0110	441-0740	90	SY	58.05	CONCRETE MEDIAN, 4 IN	\$5,224.54
0325	441-0748	270	SY	71.22	CONCRETE MEDIAN, 6 IN	\$19,228.12
0115	441-6012	180	LF	28.65	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	\$5,157.00
0120	441-6222	280	LF	31.93	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	\$8,940.35
0125	441-6740	1820	LF	24.73	CONC CURB & GUTTER, 8 IN X 30 IN, TP 7	\$45,009.87
0130	446-1100	640	LF	7.44	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	\$4,759.88
0140	500-9999	35	CY	379.52	CLASS B CONC, BASE OR PVMT WIDENING	\$13,283.30
0290	634-1200	4	EA	179.46	RIGHT OF WAY MARKERS	\$717.84

### 0100 - Roadway

Line Number	Item	Quantity	Units	Price	Description	Amount
0065	999-5200	40	SF	54.19	DETECTABLE WARNING SURFACE	\$2,167.70
0100 Total						\$371,461.47

### 0110 - Pavement

Line Number	Item	Quantity	Units	Price	Description	Amount
0070	402-1812	30	TN	246.68	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	\$7,400.44
0075	402-3121	104	TN	149.71	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	\$15,569.96
0080	402-3190	70	TN	177.54	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	\$12,428.02
0085	402-4510	963	TN	105.56	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	\$101,651.63
0090	413-0750	1200	GL	2.59	TACK COAT	\$3,108.78
0095	432-0206	10700	SY	3.87	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	\$41,409.00
0110 Total						\$181,567.83

### 0200 - Drainage

Line Number	Item	Quantity	Units	Price	Description	Amount
0215	550-5150	178	LF	62.35	STORM DRAIN PIPE, 15 IN, CLASS III	\$11,098.30
0220	550-5180	335	LF	71.28	STORM DRAIN PIPE, 18 IN, CLASS III	\$23,878.80
0300	600-0001	5	CY	354.35	FLOWABLE FILL	\$1,771.75
0295	611-3311	5	EA	2,430.00	RECONSTR MISC ROADWAY STRUCTURES	\$12,150.00
0225	668-1100	5	EA	2,550.00	CATCH BASIN, GP 1	\$12,750.00
0230	668-2100	4	EA	2,750.00	DROP INLET, GP 1	\$11,000.00
0235	668-4300	3	EA	3,669.56	STORM SEWER MANHOLE, TP 1	\$11,008.69
0200 Total						\$83,657.54

0300 - Temporary Erosion Control

Line Number	Item	Quantity	Units	Price	Description	Amount
0010	163-0232	0.10	AC	257.42	TEMPORARY GRASSING	\$25.74
0015	163-0240	1	TN	255.22	MULCH	\$255.22
0020	163-0301	1	EA	2,331.58	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	\$2,331.58
0030	163-0550	14	EA	347.62	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	\$4,866.65
0035	165-0010	92	LF	1.51	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	\$139.17
0040	165-0101	1	EA	629.69	MAINTENANCE OF CONSTRUCTION EXIT	\$629.69
0045	165-0105	14	EA	93.17	MAINTENANCE OF INLET SEDIMENT TRAP	\$1,304.31
0050	165-0310	1	EA	710.00	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	\$710.00
0055	171-0010	320	LF	3.56	TEMPORARY SILT FENCE, TYPE A	\$1,139.76
0300 Total						\$11,402.12

0400 - Permanent Erosion Control

Line Number	Item	Quantity	Units	Price	Description	Amount
0250	700-7000	0.15	TN	318.59	AGRICULTURAL LIME	\$47.79
0255	700-8000	0.05	TN	883.31	FERTILIZER MIXED GRADE	\$44.17
0260	700-8100	10	LB	4.63	FERTILIZER NITROGEN CONTENT	\$46.33
0265	700-9300	140	SY	8.83	SOD	\$1,236.05
0400 Total						\$1,374.34

0600 - Signing

Line Number	Item	Quantity	Units	Price	Description	Amount
0145	636-1033	170	SF	19.52	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	\$3,319.10
0155	636-1036	121	SF	25.84	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	\$3,126.81
0150	636-1041	73.50	SF	23.25	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	\$1,708.88
0160	636-2070	374	LF	9.52	GALV STEEL POSTS, TP 7	\$3,560.48
0310	639-2002	100	LF	9.02	STEEL WIRE STRAND CABLE, 3/8 IN	\$902.11



0600 - Signing

Line Number	Item	Quantity	Units	Price	Description	Amount
0305	639-5000	2	EA	12,155.51	PRESTRESSED CONC STRAIN POLE, TP - - 0012866	\$24,311.02
0600 Total						\$36,928.40

0610 - Pavement Marking

Line Number	Item	Quantity	Units	Price	Description	Amount
0165	653-0120	18	EA	99.30	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	\$1,787.41
0170	653-0210	5	EA	158.96	THERMOPLASTIC PVMT MARKING, WORD, TP 1	\$794.81
0175	653-1501	3200	LF	0.78	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	\$2,501.60
0180	653-1502	2100	LF	0.84	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	\$1,761.48
0185	653-1704	190	LF	7.96	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	\$1,513.30
0190	653-1804	3950	LF	4.45	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	\$17,588.32
0195	653-3501	1200	GLF	0.59	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	\$706.10
0200	653-6004	566	SY	4.79	THERMOPLASTIC TRAF STRIPING, WHITE	\$2,709.31
0205	653-6006	60	SY	5.53	THERMOPLASTIC TRAF STRIPING, YELLOW	\$331.80
0210	654-1003	112	EA	5.16	RAISED PVMT MARKERS TP 3	\$577.80
0610 Total						\$30,271.93

0700 - Signals

Line Number	Item	Quantity	Units	Price	Description	Amount
0345	636-1041	73.50	SF	24.89	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	\$1,829.39
0245	639-3004	4	EA	9,482.29	STEEL STRAIN POLE, TP IV - 0012866	\$37,929.17
0240	647-1000	1	LS	65,000.00	TRAFFIC SIGNAL INSTALLATION NO - - 1	\$65,000.00
0330	647-2170	1	EA	1,286.77	PULL BOX, PB-7	\$1,286.77
0340	682-6233	360	LF	11.47	CONDUIT, NONMETL, TP 3, 2 IN	\$4,129.88
0335	682-9950	180	LF	18.58	DIRECTIONAL BORE - - 0012866	\$3,343.55
0025	687-1000	1	LS	8,800.00	TRAFFIC SIGNAL TIMING - - 0012866	\$8,800.00
0700 Total						\$122,318.76

## 0901 - Wall 1

Line Number	Item	Quantity	Units	Price	Description	Amount
0105	441-0204	14	SY	80.37	PLAIN CONC DITCH PAVING, 4 IN	\$1,125.25
0135	500-3107	60	CY	445.56	CLASS A CONCRETE, RETAINING WALL	\$26,733.60
0270	515-2020	179	LF	32.34	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	\$5,788.86
0901 Total						\$33,647.71

**ADHOC PRICING FOR CONCEPT NAME 0012866**

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**TYPICAL SECTIONS FOR CONCEPT NAME 0012866**

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**TOTALS FOR CONCEPT NAME 0012866**

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ITEMS COST:	\$872,630.10
TYPICAL SECTION:	\$0.00
AD-HOC PRICING:	\$0.00
ESTIMATED COST:	\$872,630.10
CONTINGENCY PERCENT:	
ENGINEERING AND INSPECTION:	
ESTIMATED COST WITH CONTINGNECY AND E&I:	

CONFIDENTIALITY NOTICE: This document may contain confidential and/or privileged information. Any unauthorized duplication, disclosure,distribution/retransmission of taking of any action in reliance upon the material in this document is strictly forbidden.

# Preconstruction Status Report

<b>PI NUMBER:</b> 0012866		<b>CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY</b>									
<b>COUNTY:</b>	Richmond	<b>SPONSOR:</b>	Richmond County	<b>MEASURE:</b>	E	<b>BASELINE LET DT:</b>	3/16/23	<b>MGMT LET DT:</b>	6/16/23	<b>PRINT DATE:</b>	10/05/23
<b>LENGTH(MI):</b>	0.57	<b>MPO:</b>	Augusta TMA	<b>DESIGN FIRM:</b>	Hussey Gay Bell & Deyoung, Inc.	<b>SCHED LET DT:</b>	1/22/24	<b>MGMT ROW DT:</b>	9/15/21	<b>PAGE:</b>	1
<b>PROJ NO:</b>		<b>TIP#:</b>						<b>WHO LETS?:</b>	Local Let		
<b>PROJ MGR:</b>	Childs Jr, Frank	<b>MODEL YR:</b>		<b>PRIORITY CD:</b>		<b>LIGHTING TYP:</b>	None	<b>LET WITH:</b>	0		
<b>AOHD INITIALS:</b>	CLB	<b>TYPE WORK:</b>	Intersection Improvement	<b>DOT DIST:</b>	2	<b>ENV DOC TYPE:</b>	NEPA				
			INTERSECT IMP	<b>CONG. DIST:</b>	012	<b>ENV CONSULTANT:</b>	Hussey Gay Bell & Deyoung, Inc.				
<b>OFFICE:</b>	Program Delivery	<b>CONCEPT:</b>	Reconstruction/Reh	<b>COMPLETE STREETS:</b>							
<b>CONSULTANT:</b>	Local Design, Reimbursed by GDOT funds	<b>PROG TYPE:</b>	abilitation	<b>SUFF:</b>							

BASE START	BASE FINISH	TASKS	START DATE	FINISH DATE	ACTUAL START	ACTUAL FINISH	%
11/21/17	8/27/20	Concept Development Summary	11/21/17	8/27/20	11/21/17	8/27/20	100
12/1/17	2/14/19	Database Summary	12/1/17	2/14/19	12/1/17	2/14/19	100
1/22/18	8/27/20	Environmental Resource Identification Summary	1/22/18	8/27/20	1/22/18	8/27/20	100
6/8/18	8/3/21	Environmental Activity Summary (11412 through 18100)	6/8/18	8/3/21	6/8/18	8/3/21	100
10/25/18	10/25/18	PM Submit Concept Report	10/25/18	10/25/18	10/25/18	10/25/18	100
10/30/18	10/30/18	Public Information Open House Held	10/30/18	10/30/18	10/30/18	10/30/18	100
6/25/19	6/25/19	Management Concept Approval Complete	6/25/19	6/25/19	6/25/19	6/25/19	100
5/18/20	1/11/21	Preliminary Roadway Plans (consultant design)	5/18/20	1/11/21	5/18/20	1/11/21	100
2/11/21	2/11/21	PFPR Inspection	2/11/21	2/11/21	2/11/21	2/11/21	100
4/1/21	4/21/21	ROW Plans Preparation	4/1/21	4/21/21	4/1/21	4/21/21	100
4/30/21	9/13/21	ROW Plans Final Approval	4/30/21	9/13/21	4/30/21	9/13/21	100
5/21/21	8/4/21	L & D Approval	5/21/21	8/4/21	5/21/21	8/4/21	100
8/3/21	2/3/22	Final Construction Plans	8/3/21	2/3/22	8/3/21	2/3/22	100
11/3/21	12/19/22	ROW Acquisition Summary	11/3/21	4/25/23	11/3/21	4/25/23	100
11/3/21	11/3/21	ROW Authorization	11/3/21	11/3/21	11/3/21	11/3/21	100
3/22/22	3/22/22	FFPR Inspection	3/22/22	3/22/22	3/22/22	3/22/22	100
1/5/23	1/5/23	Submit Final Plans	4/27/23	4/27/23	4/27/23	4/27/23	100

**Bridge :** DDF 2/21/22 HGB&D - WALLS

**Construction :** DBE GOAL APPROVED 3/1/23 - 8%

**Design :** August/Richmond John Ussery 706-821-1850|Ussery@augustaga.gov HusseyGayBell Clint Parker  
770-476-7782 - cparker@husseygaybell.com

**EIS :** HGBD FF |On Sched MGMT Let 16June23| Certified 31Mar23 | PCE reeval apvd 31Mar23 | PCE apvd 3Aug21 | Suttles/Eden 31Mar23

**Engr Services :** KYP Cost estimate update: CST/ROW received 8/8/19; submitted for approval 8/15/19. CST received 1/6/21; submitted for approval 1/14/21. ROW for auth. rcvd & submitted for approval 9/17/21. CST rcvd 2/21/22; sub for apvl 3/3/22.  
WDT: 12JAN2021 received PFPR request. DHW: 16FEB2021 Sent out PFPR Report. DHW: 05MAR2021 Accepted PFPR Responses. WDT: 09FEB2022 rec'd FFPR request. TRT: 24MAR2022 Sent out FFPR Report. TRT: 28APR2022 Accepted FFPR Responses. WDT: 14FEB2023 rec'd CFFPR plans.  
PFA SGN AUGUSTA-RICHMOND DO DESIGN, ROW & UTIL 9-28-16.

**LGPA :** 2/13/17: LLAF expected after County hires consultant. PCRf will be submitted to add ROW phase 3/28/19.

**Office Heads :** Design Traffic completed for (2022/2042) & (2024/2044) on 11/02/18

**Planning :** RW & CST AUGUSTA TIP ADMIN MOD 1-19-2023|PE AUGUSTA TIP AMENDMENT 6-6-2019

**Prog. Develop :** ADDED BY AUGUSTA MPO|#1 9-2017|#2 5-2018|#3 12-2019|#4 6-2020

**Programming :** ASU:Concur 3/21/23 LET FJW 2-10-22;12 Mos FJW 5-4-20;ROW PH to be added per PM sam

**ROW :** 5/23/19|Requested detailed cost estimate from locals 6/2021 trr; ROW agreement executed by GDOT 1/31/2022 trr;Locals behind on ROW acquisition;11/2022 the county decided to continue ROW acquisition on project.

**STIP :** Intersection safety improvements - Intersection capacity & operational improvements for enhanced mobility

**Utility :** UTL Certified 3.28.23 FB|TLP-BL off & UC on Sched-Local Utility Coord-LET June 2023-CST funds will move to 0012866 as per Locals 09/26/23;Open bids 16Aug2023 08/24/23;Cert req sent to SUO 03/28/23;Need Local Cert Pkg by 31Mar2023 12/20/22;ARC advised project will remain active to LET 11/8/22;Proj to be cancelled by ARC-Funds to be placed on 0012866 10/03/22;Let MGMNT fm 16Sept22 to 15Mar23 03/10/22;2nd Subs sent to Utils 09/13/21

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
PE	2015	2015			\$225,000.00	Z230S	AUTHORIZED	6/29/15
PE	2020	2020			\$419,581.00	Z230S	AUTHORIZED	6/29/15
ROW	2022	2022			\$81,000.00	LOC	AUTHORIZED	11/3/21
ROW	2022	2022			\$99,000.00	Z230	AUTHORIZED	11/3/21
CST	2023	2023			\$872,630.10	Y230	AUTHORIZED	5/16/23

COST EST AMTS				STIP AMOUNTS		
PE	\$644,581.00	6/6/19		Activity	Cost	Fund
ROW	\$180,000.00	9/17/21		PE	\$644,581.00	Z230S
CST	\$872,630.10	3/3/22		ROW	\$81,000.00	LOC
				ROW	\$99,000.00	Z230
				CST	\$1,700,000.00	Y230

## Project Manager

Local Let

August-Richmond Co.| John Ussery 706-821-1850|Ussery@augustaga.gov|

1. Scope: Intersection Improvement

2. On schedule June 23 Let

\*ROW certified 4-25-23

\*ENV certified 3-31-23

\*UTL certified 3-28-23

\*ADA Ltr to OES 3-29-23

\*QA Ltr to OES 3-29-23

\*NTP to Advtz to Locals 5-19-23

\*LOC Advtz to bid 7-6-23

\*Bid Tabs rcvd 10-3-23-under review

\*Addl CST funds ndd will be provided by from local funding proj will proceed to CST with low bidder ER Snell-TBrown 10-3-23

4. Budget: Good Charging to: 0013466

Per Augusta,

10/3/23 FC

<b>Pre Parcel CT</b>	1	<b>Total Parcel in ROW System:</b>	3	<b>Cond Field:</b>	0	<b>Acquired by:</b>	LOC	<b>DEEDS CT:</b>	3
<b>Under Review</b>	0	<b>Options Pending:</b>	0	<b>Relocations:</b>	0	<b>Acquisition MGR:</b>	Oliver, Winifred Yvette (LOC)		
<b>Released</b>	3	<b>Condemnations – Pend:</b>	0	<b>Acquired:</b>	3	<b>ROW Cert Date:</b>	4/25/2023		

## EXHIBIT E

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

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

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

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

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



EXHIBIT F

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_ and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_, \_\_\_\_\_ certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

## EXHIBIT G

## FEDERAL AID IDENTIFICATION WORKSHEET

Subrecipient's name (must match registered name in DUNS)	Augusta-Richmond County Government
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	ZH93N1J4TBE8
Federal Award Identification Number (FAIN)	693JJ22330000Y230GA0012866
Federal award date (see § 200.39 Federal Award Date)	5/16/2023
Amount of Federal Funds Obligated by this action	\$698,104.08
Total Amount of Federal Funds Obligated to the subrecipient	\$1,357,768.88
Total Amount of the Federal Award	\$1,357,768.88
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY, CST
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Frank Childs Jr, fchilds@dot.ga.gov
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

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

EXHIBIT H  
SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resourcesadministration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexualharassment-prevention-policy>;
2. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hrprofessionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
3. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>
2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexualharassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

## APPENDICES

Appendix A	City of Augusta Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix B	Certification of Compliance with State Audit Requirement
Appendix C	Certification of the Georgia Department of Transportation
Appendix D	Certification of SPONSOR
Appendix E	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix F	Insurance Certificate

APPENDIX A

City of Augusta  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND  
OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

_____	_____	(Seal)
Date	Signature	
	Name: _____	
	Title: _____	

## Instructions for Appendix A Certification

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

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



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

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

APPENDIX B  
CERTIFICATION OF  
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_, and it is also certified that:

**I. PROCUREMENT REQUIREMENTS**

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

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

**II. STATE AUDIT REQUIREMENT**

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

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

**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

APPENDIX C  
CERTIFICATION OF  
THE GEORGIA DEPARTMENT OF TRANSPORTATION

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

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

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

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

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Date

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Commissioner

APPENDIX D

CERTIFICATION OF CITY OF AUGUSTA

STATE OF GEORGIA

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
CITY OF AUGUSTA

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

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

**APPENDIX E**



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

<b>P.I.# and Project Description:</b>	PI 0012866 - CR 601/WHEELER ROAD FROM I-20 TO CR 804/AUGUSTA
<b>Sponsor's Name:</b>	Augusta-Richmond County Government
<b>Sponsor's Address:</b>	452 Walker Street, Suite 110 Augusta GA 30901

**SPONSOR AFFIDAVIT**

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

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

46923

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

\_\_\_\_\_  
Date of

\_\_\_\_\_  
Augusta-Richmond County Government

Name of Sponsor

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

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

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

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

\_\_\_\_\_  
Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

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

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

[NOTARY SEAL]

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

APPENDIX F  
INSURANCE CERTIFICATE

Incorporated by reference.

# Georgia Department of Transportation Project Financial Report (PFR)

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

**Project:** 0012866

<b>Description:</b>	CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY
<b>Project Manager Name:</b>	Childs Jr, Frank
<b>Office:</b>	Program Delivery
<b>Counties:</b>	Richmond
<b>Congressional Districts:</b>	012

## Engineer Estimates

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
CST	\$1,000,000.01	\$924,732.69	(\$75,267.32)	-7.53%	Feb-03-2016	Mar-03-2022
ROW	\$0.01	\$180,000.00	\$179,999.99	1799999900.00%	Feb-03-2016	Sep-17-2021
<b>TOTALS:</b>	<b>\$1,000,000.02</b>	<b>\$1,104,732.69</b>	<b>\$104,732.67</b>	<b>10.47%</b>		

## Programmed Funds

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
CST	Y230	AUTHORIZED	(\$698,104.08)	\$0.00	\$0.00	(\$174,526.02)	(\$872,630.10)
		<b>CST Subtotal:</b>	<b>(\$698,104.08)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$174,526.02)</b>	<b>(\$872,630.10)</b>
PE	M23E	AUTHORIZED	(\$228,030.26)	\$0.00	(\$57,007.57)	\$0.00	(\$285,037.83)
	Z230	AUTHORIZED	(\$287,634.54)	\$0.00	(\$71,908.63)	\$0.00	(\$359,543.17)
		<b>PE Subtotal:</b>	<b>(\$515,664.80)</b>	<b>\$0.00</b>	<b>(\$128,916.20)</b>	<b>\$0.00</b>	<b>(\$644,581.00)</b>
ROW	LOC	AUTHORIZED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Z23E	AUTHORIZED	(\$144,000.00)	\$0.00	\$0.00	(\$36,000.00)	(\$180,000.00)
		<b>ROW Subtotal:</b>	<b>(\$144,000.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$36,000.00)</b>	<b>(\$180,000.00)</b>
		<b>TOTALS:</b>	<b>(\$1,357,768.88)</b>	<b>\$0.00</b>	<b>(\$128,916.20)</b>	<b>(\$210,526.02)</b>	<b>(\$1,697,211.10)</b>

## Project Accounting



# Georgia Department of Transportation Project Financial Report (PFR)

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

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

## Project Accounting Summary

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

# Preconstruction Status Report

**PI NUMBER:** 0012866 **CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY**  
**COUNTY:** Richmond **SPONSOR:** Richmond County **MEASURE:** E  
**LENGTH(MI):** 0.57 **MPO:** Augusta TMA **DESIGN FIRM:** Hussey Gay Bell & Deyoung, Inc.  
**PROJ NO:** **TIP#:**  
**PROJ MGR:** Childs Jr, Frank **MODEL YR:** **PRIORITY CD:**  
**AOHD INITIALS:** CLB **TYPE WORK:** Intersection Improvement **DOT DIST:** 2  
**CONCEPT:** INTERSECT IMP **CONG. DIST:** 012  
**OFFICE:** Program Delivery **PROG TYPE:** Reconstruction/Rehabilitation **COMPLETE STREETS:**  
**CONSULTANT:** Local Design, Reimbursed by GDOT funds

**BASELINE LET DT:** 3/16/23  
**SCHED LET DT:** 8/16/23  
**LIGHTING TYP:** None  
**ENV DOC TYPE:** NEPA  
**ENV CONSULTANT:** Hussey Gay Bell & Deyoung, Inc.

**MGMT LET DT:** 6/16/23  
**MGMT ROW DT:** 9/15/21  
**WHO LETS?:** Local Let  
**LET WITH:** 0  
**PRINT DATE:** 01/02/24  
**PAGE:** 1

BASE START	BASE FINISH	TASKS	START DATE	FINISH DATE	ACTUAL START	ACTUAL FINISH	%
11/21/17	8/27/20	Concept Development Summary	11/21/17	8/27/20	11/21/17	8/27/20	100
12/1/17	2/14/19	Database Summary	12/1/17	2/14/19	12/1/17	2/14/19	100
1/22/18	8/27/20	Environmental Resource Identification Summary	1/22/18	8/27/20	1/22/18	8/27/20	100
6/8/18	8/3/21	Environmental Activity Summary (11412 through 18100)	6/8/18	8/3/21	6/8/18	8/3/21	100
10/25/18	10/25/18	PM Submit Concept Report	10/25/18	10/25/18	10/25/18	10/25/18	100
10/30/18	10/30/18	Public Information Open House Held	10/30/18	10/30/18	10/30/18	10/30/18	100
6/25/19	6/25/19	Management Concept Approval Complete	6/25/19	6/25/19	6/25/19	6/25/19	100
5/18/20	1/11/21	Preliminary Roadway Plans (consultant design)	5/18/20	1/11/21	5/18/20	1/11/21	100
2/11/21	2/11/21	PFPR Inspection	2/11/21	2/11/21	2/11/21	2/11/21	100
4/1/21	4/21/21	ROW Plans Preparation	4/1/21	4/21/21	4/1/21	4/21/21	100
4/30/21	9/13/21	ROW Plans Final Approval	4/30/21	9/13/21	4/30/21	9/13/21	100
5/21/21	8/4/21	L & D Approval	5/21/21	8/4/21	5/21/21	8/4/21	100
8/3/21	2/3/22	Final Construction Plans	8/3/21	2/3/22	8/3/21	2/3/22	100
11/3/21	12/19/22	ROW Acquisition Summary	11/3/21	4/25/23	11/3/21	4/25/23	100
11/3/21	11/3/21	ROW Authorization	11/3/21	11/3/21	11/3/21	11/3/21	100
3/22/22	3/22/22	FFPR Inspection	3/22/22	3/22/22	3/22/22	3/22/22	100
1/5/23	1/5/23	Submit Final Plans	4/27/23	4/27/23	4/27/23	4/27/23	100

**Bridge :** DDF 2/21/22 HGB&D - WALLS  
**Construction :** DBE GOAL APPROVED 3/1/23 - 8%  
**Design :** August/Richmond John Ussery 706-821-1850|Ussery@augustaga.gov HusseyGayBell Clint Parker  
770-476-7782 - cparker@husseygaybell.com  
**EIS :** HGBD FF |On Sched MGMT Let 16June23| Certified 31Mar23 | PCE reeval apvd 31Mar23 | PCE apvd 3Aug21 | Suttles/Eden 31Mar23  
**Engr Services :** KYP Cost estimate update: CST/ROW received 8/8/19; submitted for approval 8/15/19. CST received 1/6/21; submitted for approval 1/14/21. ROW for auth. rcvd & submitted for approval 9/17/21. CST rcvd 2/21/22; sub for apvl 3/3/22.  
WDT: 12JAN2021 received PFPR request. DHW: 16FEB2021 Sent out PFPR Report. DHW: 05MAR2021 Accepted PFPR Responses. WDT: 09FEB2022 rec'd FFPR request. TRT: 24MAR2022 Sent out FFPR Report. TRT: 28APR2022 Accepted FFPR Responses. WDT: 14FEB2023 rec'd CFFPR plans.  
**LGPA :** PFA SGN AUGUSTA-RICHMOND DO DESIGN, ROW & UTIL 9-28-16.  
**Office Heads :** 2/13/17: LLAF expected after County hires consultant. PCRF will be submitted to add ROW phase 3/28/19.  
**Planning :** Design Traffic completed for (2022/2042) & (2024/2044) on 11/02/18  
**Prog. Develop :** RW & CST AUGUSTA TIP ADMIN MOD 1-19-2023|PE AUGUSTA TIP AMENDMENT 6-6-2019  
**Programming :** ADDED BY AUGUSTA MPO|#1 9-2017|#2 5-2018|#3 12-2019|#4 6-2020  
**ROW :** ASU:Concur 3/21/23 LET FJW 2-10-22;12 Mos FJW 5-4-20;ROW PH to be added per PM sam  
5/23/19|Requested detailed cost estimate from locals 6/2021 trr; ROW agreement executed by GDOT 1/31/2022 trr;Locals behind on ROW acquisition;11/2022 the county decided to continue ROW acquisition on project.  
**STIP :** Intersection safety improvements - Intersection capacity & operational improvements for enhanced mobility  
**Utility :** UTL Certified 3.28.23 FB|TLP-BL off & UC on Sched-Local Utility Coord-LET June 2023-CST funds will move to 0012868 as per Locals 09/26/23;Open bids 16Aug2023 08/24/23;Cert req sent to SUO 03/28/23;Need Local Cert Pkg by 31Mar2023 12/20/22;ARC advised project will remain active to LET 11/8/22;Proj to be cancelled by ARC-Funds to be placed on 0012868 10/03/22;Let MGMNT fm 16Sept22 to 15Mar23 03/10/22;2nd Subs sent to Utils 09/13/21

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
PE	2015	2015			\$225,000.00	Z230S	AUTHORIZED	6/29/15
PE	2020	2020			\$419,581.00	Z230S	AUTHORIZED	6/29/15
ROW	2022	2022			\$81,000.00	LOC	AUTHORIZED	11/3/21
ROW	2022	2022			\$99,000.00	Z230	AUTHORIZED	11/3/21
CST	2023	2023			\$872,630.10	Y230	AUTHORIZED	5/16/23

COST EST AMTS				STIP AMOUNTS		
PE	\$644,581.00	6/6/19		Activity	Cost	Fund
ROW	\$180,000.00	9/17/21		PE	\$644,581.00	Z230S
CST	\$872,630.10	3/3/22		ROW	\$81,000.00	LOC
				ROW	\$99,000.00	Z230
				CST	\$1,700,000.00	Y230

## Project Manager

Local Let  
August-Richmond Co.| John Ussery 706-821-1850|Ussery@augustaga.gov|

- Scope: Intersection Improvement
- On schedule June 23 Let  
\*ROW certified 4-25-23  
\*ENV certified 3-31-23  
\*UTL certified 3-28-23  
\*ADA Ltr to OES 3-29-23  
\*QA Ltr to OES 3-29-23  
\*NTP to Advtz to Locals 5-19-23  
\*LOC Advtz to bid 7-6-23  
\*Bid Tabs rcvd 10-3-23|D2 CST concur 10-17-23|Bid Eval to OFM 10-18-23  
\*Low Bid \$2,673,822.32  
\*Request 1625 CST Auth \$1,801,192.22 10-23-23

4. Budget: Good Charging to: 0013466  
Per Augusta,

10/23/23 FC

Pre Parcel CT	1	Total Parcel in ROW System:	3	Cond Field:	0	Acquired by:	LOC	DEEDS CT:	3
Under Review	0	Options Pending:	0	Relocations:	0	Acquisition MGR:	Oliver, Winifred Yvette (LOC)		
Released	3	Condemnations – Pend:	0	Acquired:	3	ROW Cert Date:	4/25/2023		