



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

January 3, 2024

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

ATTN: June Hamal, Project Manager

Subject: **Construction Agreement for Execution**
P.I. 0013707, Richmond County
James Brown Blvd from Twiggs St to Laney Walker Blvd – PH III

Dear Mayor Johnson,

The Department accepts the recommendation from the City of Augusta to award Reeves Construction Company 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

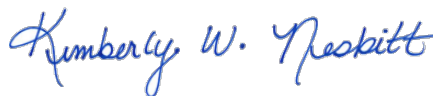
For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007

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 0013707 City of Augusta
Construction Agreement for Execution
January 3, 2024

Should you have any questions or concerns, please contact the Department's Project Manager, Travis McDonald, at 404-631-1650.

Sincerely,



Kimberly W. Nesbitt
State Program Delivery Administrator

C.L.B. MRT

KWN:CLB:MRT:TSM
Attachments

Cc: General Accounting, ARBillings@dot.ga.gov
Albert Shelby, Director of Program Delivery
Corbett Reynolds, District 2 Engineer
Caleb Lord, District # 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. 0012868, hereinafter referred to as the "PROJECT"; and

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

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

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

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

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

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

ARTICLE I
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be to replace existing sidewalks on the east side of James Brown Boulevard (9th Street) in the city of Augusta, Georgia. The James Brown Boulevard project limits begin at Twiggs Street and end at Laney Walker Boulevard. Existing sidewalks on the east side of James Brown Boulevard are in poor condition and need to be replaced to meet Americans With Disabilities Act (ADA) requirements. In addition to the new sidewalk, pedestrian lighting will also be installed. All work is anticipated within the existing right-of-way with the possibility of some areas of temporary easement for construction. The project length is approximately 0.3 mile long.

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

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:

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

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 One million three hundred ninety-six thousand thirty-nine dollars and seventy cents. (\$1,396,039.70). The total estimated cost of the PROJECT to be financed using Federal/State programmed funds through the Georgia Department of Transportation is Three Hundred thirty nine thousand six hundred forty eight dollars and zero cents. (\$339,648.00), which is the total State/Federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the federal/state contribution. In no event shall the Federal/State contribution of the project exceed Three Hundred thirty nine thousand six hundred forty eight dollars and zero cents. (\$339,648.00), which is the DEPARTMENT'S maximum obligation.

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

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

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

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

ARTICLE VIII
FINAL PAYMENT

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

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

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

ARTICLE IX
CONTINGENT INTEREST

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

ARTICLE X
RIGHT OF FIRST REFUSAL

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

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

ARTICLE XI SUBSTANTIAL CHANGES

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

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

ARTICLE XII MAINTENANCE OF CONTRACT COST RECORDS

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

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

ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

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

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

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

ARTICLE XIV
TERMINATION

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

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

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

ARTICLE XV
OWNERSHIP OF DOCUMENTS

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

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

ARTICLE XVI
CONTRACT DISPUTES

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

ARTICLE XVII
COMPLIANCE WITH APPLICABLE LAWS

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

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

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

ARTICLE XVIII
MISCELLANEOUS

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

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

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

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. 0013707

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

The purpose of this project is to repair delinquent sidewalk and streetscape features along James Brown Boulevard from Twiggs Street to Laney Walker Boulevard. Alternatively, this project will bring the deficient pedestrian facilities within the project boundary into compliance with the Americans with Disabilities Act (ADA), and also serve to beautify and create a consistent façade for the James Brown Boulevard

Exhibit B

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

(2) A contracting agency for its procurement costs;

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeymen 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 contract). "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. 0013707

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	2-15-2024
Construction NTP	2-28-2024
Corrective List	9-15-2024
Final inspection	10-25-2024

EXHIBIT D

BUDGET ESTIMATE

CITY OF AUGUSTA

P.I. No. 0013707

FILE: P.I. 0013707, Richmond County
James Brown Blvd FM Twiggs St. To Laney Walker Blvd- PH III

DATE: October 2, 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 City of Augusta has selected JHC Corporation 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, Travis McDonald, at 404-631-1650, of this Office.

KWN: CLB:MRT:TSM

Attachments



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

March 3, 2023

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

Attn: Hameed Malik, Director of Engineering and Environmental Services Department

Subject: **Notice to Proceed to Advertise**
PI No. 0013707, Richmond County
James Brown Blvd FM Twiggs St. To Laney Walker Blvd- PH III

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 Richmond County 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.

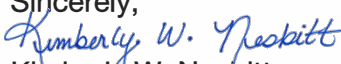
When the sponsor is ready to recommend a Contractor for the project, the Sponsor shall notify the Department in writing in tabular form with a list of all bidders and the bid amount for each bidder. This form shall include all DBE Contractors with percentages for each bidder on the list. The Budget Estimate 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: 12%

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, Travis McDonald at (404) 631-1650 should you have any questions or concerns.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

Notice to Proceed to Advertise

P.I. 0013707, Richmond County

James Brown Blvd FM Twiggs St. To Laney Walker Blvd- PH III

March 3, 2023

Page 2 of 2

C.L.B. MRT
KWN:CLB:MRT:TSM

cc: Corbett Reynolds, District 2 Engineer

**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: JHC Corporation

Street Address: 15 Fresh Bru Dr

City, State, Zip Code: Newnan, GA 30263

Phone: 770-487-3258 Fax: 770-487-4254 Email: Jim@jhccorporation.com

Do You Have A Business License? Yes: X No:

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

And/or Your State/Local Business License # for your Company (Must Provide): A-17774

Utility Contractors License # (Must Provide if applicable): N/A **MUST BE LISTED ON FRONT OF ENVELOPE**

General Contractor License # (Must Provide if applicable): GCCO001893

Additional Specialty License # (Must Provide if applicable): N/A

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, Newnan Coweta County

Acknowledgement of Addenda: (#1) X; (#2) X; (#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

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

Date of Authorization

**** (E-Verify Number) 413897**

6/2/2011

JHC Corporation

#23-173 Construction Services for James Brown Blvd - Phase III

Name of Contractor

Name of Project/Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

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

Executed on July, 18, 2023 in Newnan (City), GA (State).

Signature of Authorized Officer or Agent

James H. Cook, President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 18 DAY OF July, 2023

Notary Public

9/17/2026

My Commission Expires:

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

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document must be notarized.

Bid Item #23-173 Construction Services for James Brown Blvd. - Phase III

Bid Due: Tuesday, July 11, 2023 @ 3:00 p.m.

Page 8 of 30



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

#23-173 Construction Services for James Brown Blvd - Phase III

[ITB Project Number and Project Name]

James H. Cook, President

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

JHC Corporation

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

- 1.) X 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

James H. Cook, President

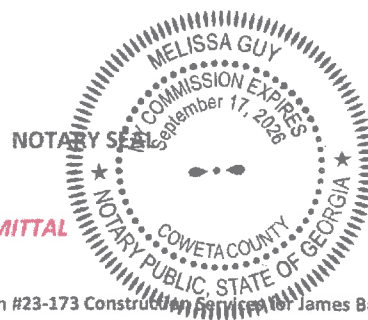
Printed Name

* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 18 DAY OF July, 20 23

Melissa Guy
Notary Public

My Commission Expires: 9/17/2026



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

REV. 2/17/2016

Bid Item #23-173 Construction Services for James Brown Blvd. - Phase III

Bid Due: Tuesday, July 11, 2023 @ 3:00 p.m.

Page 9 of 30

USA
Georgia

DRIVER'S LICENSE

DL NO. 049022579 DOB 03/23/1956
CLASS EM EXP 03/23/2027

JAMES HULET
COOK JR

9A TANGLEWOOD RD
NEWNAM, GA 30263-4110

COMETS
Restrictions A Exp NONE
Iss 03/22/2019

Sex M Eyes HAZ
Hgt 5'-11" Wgt 190 lb
DD: 375603802740047641




Rev 07/01/2015 27 00020027 406401

 www.dps.ga.gov
(878) 413-8488

MEDICAL INFORMATION:
None

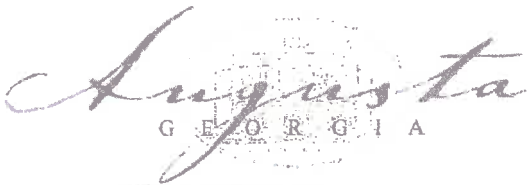
CLASS: EM-230,501 lbs, GCWR 6,300 lbs-Commercial vehicles including 2 or 3 wheeled motorcycles

ENDORSEMENTS: None

RESTRICTIONS: A-None



03/23/2027



Procurement Department

Mrs. Geri Sams, Director

E-MAILED/MAILED

TO: All Vendors
Tywana Scott, Quality Assurance Analyst
Hameed Malik, Augusta Engineering and Environmental Services
Department

FROM: Geri Sams 
Procurement Director

DATE: July 7, 2023

SUBJ: New Bid Opening Date

BID ITEM: Bid Item #23-173 Construction Services for James Brown Blvd.
(Twiggs St. to Laney Walker-Blvd.) – Phase III for Augusta, GA –
Augusta Engineering and Environmental Services Department

NEW BID OPENING DATE: Tuesday, July 18, 2023 @ 3:00 p.m.

ADDENDUM NO. 1

This Addendum shall form a part of the referenced Bid Item #23-173 Construction Services for James Brown Blvd. (Twiggs St. to Laney Walker-Blvd.) – Phase III and any agreement entered into in connection therewith equally as if bound into the original document. Acknowledge receipt of all Addendums on Attachment "B" within the Specifications package.

The Bid Opening Date for Bid Item #23-173 Construction Services for James Brown Blvd. (Twiggs St. to Laney Walker-Blvd.) – Phase III for Augusta, GA – Augusta Engineering and Environmental Services Department has been changed:

From: Tuesday, July 11, 2023 @ 3:00 p.m.

To: Tuesday, July 18, 2023 @ 3:00 p.m.

Please acknowledge addendum in your submittal

END OF ADDENDUM

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

www.augusta2a.gov

Register at www.demandstar.com/supplier for automatic bid notification



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



Procurement Department

Mrs. Geri Sams, Director

E-MAILED/MAILED

TO: All Vendors
Tywana Scott, Quality Assurance Analyst
Hameed Malik, Augusta Engineering and Environmental Services
Department

FROM: Geri Sams *G Sams*
Procurement Director

DATE: July 10, 2023

SUBJ: Responses to Vendor's Questions

BID ITEM: Bid Item #23-173 Construction Services for James Brown Blvd.
(Twiggs St. to Laney Walker-Blvd.) – Phase III for Augusta, GA –
Augusta Engineering and Environmental Services Department

BID OPENING DATE: Tuesday, July 18, 2023 @ 3:00 p.m.

ADDENDUM NO. 2

This Addendum shall form a part of the referenced Bid Item #23-173 Construction Services for James Brown Blvd. (Twiggs St. to Laney Walker-Blvd.) – Phase III and any agreement entered into 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 Question:

1. Question: Is driveway removal paid as sidewalk removal?
Response: Assume, Driveway removal to be included in grading complete.
2. Question: Plans indicate to relocate brick mailboxes. According to the General Conditions GC-30 brick mailboxes are not allowed. Please clarify.
Response: Brick mailboxes are not allowed. Existing mailboxes should be relocated without putting the brick structures back up.
3. Question: Project plans direct contractor to adjust gas valves. Historically AGL has not allowed road contractors to work on their facilities. Please clarify
Response: Assume, AGL will be responsible for their relocation.
4. Question: Project has a line item for Filter Fabric for Embankment Stabilization. This material is typically used in wet areas so that a bridge lift can be built and requires a special provision from GDOT.
Response: Filter Fabric for Embankment Stabilization can be removed from the project.
5. Question: Typical sections appear to show GABC underneath curb & gutter, however, a depth is not specified and there is not a pay item for GABC. Please clarify.
Response: Assume, 6" GAB to be placed under curb , 310-5060 GR AGGR BASE CRS, 6 INCH, INCL MATL - 479 SY is added to the bid proposal ., See revised bid proposal attached to this Addendum 2.

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

www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification



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

6. Question: Typical sections require tree grates, however, there is no detail or line item for these. Please clarify.

Response: Assume, Proposed trees are outside the proposed ADA sidewalk. Tree grates are not required. "Tree Planting & Tree Well Detail" on Sheet 40-01 shall govern.

Please acknowledge addendum in your submittal

END OF ADDENDUM

ATTACHMENTS: REVISED BID PROPOSAL(4 PAGES)

SECTION 3: BID PROPOSAL

Date: 7/18/2023

Gentlemen:

In compliance with your invitation for bids dated June, 2023 2022, 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:

**JAMES BROWN BLVD (TWIGGS ST TO LANEY WALKER BLVD) PHASE III
PI# 0013707**

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

One million three hundred ninety-six thousand thirty-nine dollars and seventy cents DOLLARS
(\$1,396,039.70)

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 180 calendar days.

The undersigned acknowledges receipt of the following addenda:

Addendum Number:	Addendum Date:
<u>1</u>	<u>7/7/2023</u>
<u>2</u>	<u>7/10/2023</u>

Respectfully submitted:

JHC Corporation

(Name of the Firm)

15 Fresh Bru Dr
Newnan, GA 30263

(Business Address)

By: 

Title: James H. Cook, President

**AUGUSTA ENGINEERING DEPARTMENT
DOWNTOWN IMPROVEMENT PROJECT**

000-1000	Force Account	1	LS	\$50,000	\$50,000
-----------------	----------------------	----------	-----------	-----------------	-----------------

JAMES BROWN BLVD					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
150-1000	TRAFFIC CONTROL - 0013707	1.000	LS	50,000	50,000
210-0100	GRADING COMPLETE - 0013707	1.000	LS	815,000	815,000
402-3103	REC AC 9.5 MM SP, TPII, GP2, INCL BM & HL	14.000	TN	400	5,600
413-0750	TACK COAT	8.000	GL	40	320
441-4020	CONC VALLEY GUTTER, 6 IN	220.000	SY	75	16,500
441-0104	CONC SIDEWALK, 4 IN	500.000	SY	65	32,500
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	479	SY	15	7,185
441-6022	CONC CURB & GUTTER/ 6X30TP2	1435.000	LF	28	40,180
500-9999	CL B CONC, BASE OR PVMT WIDEN	30.000	CY	375	11,250
610-0355	REM CONC CURB & GUTTER ALL SIZ	1440.000	LF	10	14,400
610-2815	REM CONC SIDEWALK	1015.000	SY	20	20,300
900-0039	BRICK PAVERS	2970.000	SF	15	44,550
610-6605	REMOVE LIGHTING STANDARD	7.000	EA	1,000	7,000
680-3600	LIGHTING STD, SPCL DES 66W LED LUMINAIRE WITH 12 FT POLE, COMPLETE, SINGLE HEAD	23.000	EA	6,000	138,000
682-1405	CABLE, TP XHHW, AWG NO 8	5600.000	LF	3	16,800
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	1500.000	LF	10	15,000
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	160.000	LF	3	480
682-8995	POWER SERVICE CABINET	1.000	EA	12,000	12,000
682-9021	ELECTRICAL JUNCTION BOX, CONC GROUND MOUNTED	4.000	EA	850	3,400
682-9950	DIRECTIONAL BORE - 2 IN	140.000	LF	45	6,300
636-1014	HWY SGN, TP1MAT, REFL SH TP 1	15.000	SF	28	420
636-2070	GALV STEEL POSTS, TP 7	40.000	LF	13	520
636-3010	GROUND-MOUNTED BREAKAWAY SIGN SUPPORT	3.000	EA	1,280	3,840
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	4.000	EA	200	800
653-1501	THERMO SOLID TRAF ST 5 IN, WHI	770.000	LF	1.50	1,155
653-1502	THERMO SOLID TRAF ST, 5 IN YEL	2370.000	LF	1	2,370
653-1704	THERMO SOLID TRAF ST, 24 IN, WH	11.000	LF	12	132
653-1804	THERMO SOLID TRAF ST, 8 IN, WH	540.000	LF	4	2,160
653-3501	THERMO SKIP TRAF ST, 5 IN, WH	350.000	GLF	1	350
654-1001	RAISED PVMT MARKERS TP 1	74.000	EA	12	888
659-5013	HOT APP PRF PLS PM, WRDS OR SYMB, WH, TPP SHARED LANE SYMBOL	3.000	EA	415	1,245
659-7015	H/A PRF PLS PM, BIKE LN MKG, TP P BIKE LANE SYMBOL	4.000	EA	415	1,660
550-1150	STM DR PIPE 15, H 1-10 -	42.000	LF	150	6,300

**AUGUSTA ENGINEERING DEPARTMENT
DOWNTOWN IMPROVEMENT PROJECT**

	REINFORCED CONCRETE PIPE				
610-5705	REM CATCH BASIN	1.000	EA	2,000	2,000
611-3010	RECONSTR DROP INLET, GROUP 1	4.000	EA	3,500	14,000
611-8050	ADJUST MANHOLE TO GRADE	3.000	EA	2,500	7,500
611-8120	ADJUST WATER METER BOX TO GRADE	8.000	EA	125	1,000
665-0250	ADJUST GAS VALVE TO GRADE	1.000	EA	100	100
668-2100	DROP INLET, GROUP 1	1.000	EA	5,500	5,500
670-4000	FIRE HYDRANT	1.000	ES	10,000	10,000
009-3500	MISC LANDSCAPE ITEMS TREE IRRIGATION BAGS	1.000	LS	7,500	7,500
455-1000	FILTER FABRIC FOR EMBANKMENT STABILIZATION	17.000	SY	5	85
700-6001	GRASSING COMPLETE - 0013707	0.100	AC	6,500	650
700-9300	SOD	290.000	SY	9	2,610
702-0290	GINKGO BILOBA - 3" CAL	6.000	EA	1,100	6,600
702-7501	TREE PROTECTION BARRIER, TYPE 1	125.000	LF	3	375
702-9025	LANDSCAPE MULCH	100.000	SY	10	1,000
708-1000	PLANT TOPSOIL	15.000	CY	75	1,125
163-0550	CONS & REM INLET SEDIMENT TRAP	6.000	EA	250	1,500
165-0105	MAINT OF INLET SEDIMENT TRAP	6.000	EA	10	60
165-0010	MAINT OF TEMP SILT FENCE, TP A	970.000	LF	0.01	9.70
171-0010	TEMPORARY SILT FENCE, TYPE A	970.000	LF	6	5,820
SUBTOTAL TWIGGS ST TO LANEY WALKER BLVD		1,346,039.70			

FORCE ACCOUNT:	\$50,000
GRAND TOTAL	1,396,039.70

GRAND TOTAL

One million three hundred ninety-six thousand thirty-nine dollars and seventy cents **DOLLARS**

***GRADING COMPLETE: THE REMOVAL AND DISPOSAL OF ALL MISCELLANEOUS ROADWAY ITEMS, UTILITY ITEMS, AND DRAINAGE ITEMS (I.E. DEMOLITION ITEMS), SHALL BE INCLUDED IN THE ITEM OF GRADING COMPLETE, UNLESS OTHERWISE 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**

**AUGUSTA ENGINEERING DEPARTMENT
DOWNTOWN IMPROVEMENT PROJECT**

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.**

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

JHC Corporation, Inc.

15 Fresh Bru Drive

Newnan, GA 30263

OWNER:

(Name, legal status and address)

City of Augusta, GA - Procurement Department

535 Telfair St. Room 605

Augusta, GA 30901

BOND AMOUNT:

Ten Percent of Bid Amount (10% of Bid Amount)

PROJECT:

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

SURETY:

(Name, legal status and principal place of business)

NGM Insurance Company

55 WEST STREET

KEENE, NH 03431-4486

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.

Project Number, if any:

Bid Item #23-173 - Construction Services for James Brown Blvd. (Twiggs St. to Laney Walker Blvd.) - Phase III for Augusta, GA

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 18th day of July 2023



(Witness)



(Witness)

JHC Corporation, Inc.

(Principal)

(Title)

NGM Insurance Company

(Surety)

(Title)

 James H. Cook, President

 Mark D. Pichowski, Attorney-in-Fact

Init.

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NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Mark Pichowski, Todd George** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary

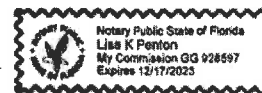


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penion



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 18th day of July, 2023.

Nancy Giordano-Ramos
Nancy Giordano-Ramos, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

DRUG FREE WORKPLACE

DRUG FREE WORKPLACE The undersigned certifies that the provisions of Code Sections 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.

The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and

(2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with

_____ (Contractor's name), _____ (Subcontractor's name) _____ certifies to the Contractor 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 Code Section 50-24-3." Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Name  _____

Title James H. Cook, President

Company JHC Corporation

City of Newnan

25 LaGrange Street, Newnan, Georgia 30263
P.O. Box 1193, Newnan, Georgia 30264

Occupational Tax Certificate

JHC Corporation

Effective Date

01/01/2023

Expiration Date

12/31/2023

Certificate #

A - 17774

Business Location

*

James H Cook - Owner
15 Fresh Bru Dr
Newnan, GA 30263



NEWNAN
GEORGIA

This certificate must be posted
in a conspicuous place.

This certificate entitles
business to be conducted
in conformity with and
subject to the provisions of
the Ordinances of the City
of Newnan and the laws of
the State of Georgia.

236115 Gen Cont Residential

2023

Finance Director



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCCO001893

JHC Corporation
James H Cook
1029 Peachtree Pkwy N #359
Peachtree City GA 30269

Qualifying Agent: James H Cook
Qualifying Agent License NO: GCQA001904
General Contractor Company

EXP DATE - 06/30/2024 Status: Active
Issue Date: 09/10/2008

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

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

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

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

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

JHC Corporation
1029 Peachtree Pkwy N #359
Peachtree City GA 30269



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Licensing Board for Residential and General Contractors
License No. GCCO001893

JHC Corporation
James H Cook
1029 Peachtree Pkwy N #359
Peachtree City GA 30269

Qualifying Agent: James H Cook
Qualifying Agent License NO: GCQA001904
General Contractor Company

EXP DATE - 06/30/2024 Status: Active
Issue Date: 09/10/2008



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

April 18, 2023

CERTIFICATE OF QUALIFICATION
Vendor ID: 2JH002

JHC Corporation
15 Fresh Bru Dr.
Newnan, GA 30263

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: \$18,500,000.00

CERTIFICATE EXPIRES: April 30, 2025

PRIMARY WORK CLASS/CODE: 647

SECONDARY WORK CLASS(ES)/CODE(S): 150, 163, 201, 205, 205A, 206A, 208, 209, 310, 310A, 441, 452, 461, 501, 511, 520, 550, 603A, 636, 641, 643, 660, 668, 700, 800A, 820, 935 and 940.

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: C=US, E=mmastronardi@dot.ga.gov,
O=Georgia Department of Transportation,
OU=Division of Construction - Director,
CN= Marc Mastronardi, P.E.
Date: 2023.04.21 14:56:55-04'00'

MM:TKA



jhc corporation

DUNS #948012943

CAGE #33PQ3

CERTIFICATIONS

GA GC License: GCCO001893

GADOT Prequal Vendor ID: 2JH002

AL GC License: 51404

ALDOT Prequal Vendor ID: 10-054

SC GC License: G110912

SCDOT Prequal Vendor ID: 1JH001

NAICS CODES

237310

237110

236220

238210

238110

238120

238910

BONDING

\$10 mil. per / \$20 mil. aggregate

OFFICE LOCATION

15 Fresh Bru Dr

Newnan, GA 30263

KEY PERSONNEL

James H. Cook, President

Chad Gentry, Project Manager

Caleb Cook, Asst Project Manager

Josh Fox, Asst Project Manager

Marie Holbrook, Operations Manager

David Evans, Senior Superintendent

Chris Cayia, Senior Superintendent

CONTACT INFO

JHC Corporation

15 Fresh Bru Dr

Newnan, GA 30263

Office: 770-487-3258

Fax: 770-487-4254

CAPABILITY STATEMENT

COMPANY SUMMARY

JHC Corporation is an established General Construction Company. Our offices are located in Newnan, Georgia, just minutes from downtown Atlanta. JHC is known for its outstanding reputation due to its involvement in various projects, in the diverse field of construction with emphasis on Institutional as well as Commercial establishments throughout the Metropolitan area promoting excellent work ethics and commitment to quality.

JHC Corporation has had a continuous and positive impact on the construction industry and continues to grow. Throughout its 29 years in operation, JHC Corporation has established a good relationship with owners, architects, suppliers and subcontractors based on quality and timely delivered orders. Whether it is a new streetscape, hardscape or historic rehabilitation, the company's experience and personal attention brings effective added value to each project.

Experienced with DBE, WBE and LBE qualifications, JHC is fully bonded, insured and DOT-certified. JHC has a professional staff with over 30 years experience and an extensive customer base on the state, local and federal level. Our expertise extends to both the private and public sectors. Our construction team performs value engineering in order to provide the best solutions or methods to complete the project on budget and schedule. As a building Owner, you can count on JHC Corporation for fast and professional execution of your construction project.

CORE COMPETENCIES

Streetscape and Hardscape Projects

Bridge Construction, Maintenance, and Repair

Park and Trail Construction

Historic Rehabilitation

Project Scheduling and Management

Quality Control

Job Site Safety

CLIENTS

City of Augusta

City of Albany

Fulton County

Central Perimeter CID

Columbia County

Buckhead CID

City of Powder Springs

City of Roswell

Augusta Canal Authority

Georgia Tech

GDOT

Midtown Alliance

PAST PERFORMANCE

Commercial Row Commons | \$987,939 | Feb 2023

Dragonfly Trails—MLK to Riverwalk Connector | \$2,485,449 | Jan 2023

Lombard Mill Preserve Trail - Phase II | \$519,742 | Sept 2021

Exterior Hardscape & Landscape Development @ Pryor St Entry Plaza | \$1,583,000 | May 2021

Euchee Creek Greenway Phase I | \$5,222,449 | Aug 2020

Powder Springs Downtown Development Project Amenity | \$4,061,350 | July 2020

Augusta Canal Multi-Use Trail Phase IIID | \$1,118,710 | June 2020

PI No 0013295 Intersection Improvements on SR 155 @ North Hill St | \$766,973 | April 2020

Downtown Connector Trail | \$2,496,195 | April 2020

Hammond Drive Mid-Block Crossing Improvements | \$313,714 | March 2020

East Paces Ferry Road Spur to Path 400 | \$2,128,487 | March 2019

PI No M005399 Bridge Rehab on I-285 over I-75 NB Ramp & I-285 over I-75 SB Ramp | \$1,606,578 | Nov 2018

JHC CORPORATION
FINANCIAL STATEMENTS
December 31, 2022

JHC CORPORATION

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December 31, 2022

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jhc corporation

JHC CORPORATION

15 Fresh Bru Dr
Newnan, GA 30263
770.487.3258 tel
770.487.4254 fax

WWW.JHCCORPORATION.COM**Equipment Statement**

Kawasaki Utility Vehicle
Yamaha Wolverine ATV
Bobcat T250 Skid Steer
Bobcat S250 Skid Steer
Takeuchi Excavator TB014
Takeuchi Mini Excavator TB138
2010 Bobcat Mini Excavator E80
2011 Bobcat Mini Excavator E80
Kubota Track Loader SVL95-2SC
Kubota Skid Steer SSV75PH
Kubota SVL97-2HC Track Loader
Bobcat Brush Cutter 60"
Hyster Forklift
Trencher
Auger
Plate Tamp
Diamond Corecut Saw
Stanley Cyclone Drop Hammer
Mikasa MTX70HD Rammer
Mikasa MTX70HD Rammer
Mikasa MTX70HD Rammer
Mercury Marine Outboard Motor
2007 F450 Bucket Truck
2001 GMC C6500
2008 Toyota Tundra
2002 Mack CH612 Semi
2012 Chevy K3500HD Service Truck
2009 Cura Tilt Trailer
2003 Anderson Trailer
2014 Diamond Enclosed Trailer
2018 Lark Cargo Trailer
2019 Stryker 7x18 Trailer
2019 Topline 5x10 Trailer

25FT Flatbed Trailer
2020 Bigfoot Flatbed Trailer
2016 Message Board Trailer
2016 Message Board Trailer
2006 Wanco Arrow Board
2006 Wanco Arrow Board
2006 Wanco Arrow Board
2006 Wanco Arrow Board
2006 Wanco Arrow Board
Miscellaneous Tools

Attachment A Project References

Project Name	Location	Owner Information and Contact	Architect/Engineer Contact	Contract Amount	Scope of Work	Name of Prime Contractor	Start Date	Completion Date
Augusta Saturday Market	15 8th Street Augusta, GA 30901	City of Augusta 535 Telfair St Augusta, GA 30901 Maria Rivera-Rivera - 706-821-1629 mrivera-rivera@augustaga.gov	Johnson, Laschober & Associate 1296 Broad St Augusta, GA 30901 706-724-5756	\$ 305,000.00	Electrical improvements to the Augusta Saturday Market including installation of lighted bollards, grading, boring, electrical panels, paver repairs, wiring, conduit, receptacles, and demo	JHC Corporation	March 2023	July 2023
Lake Carroll Park Phase 2	Lumpkin Dr Carrollton, GA 30117	City of Carrollton 315 Bradley St Carrollton, GA 30117 Kent Johnston - 770-296-5436 kjohnston@carrollton-ga.gov	Georgia & West, Inc 105 Corporate Dr Carrollton, GA 30117 John D Bass - 770-834-4694	\$ 3,511,500.00	Trail The project is an expansion to the existing Lake Carroll Park and consists of pavilion structures, enlarging the existing boat ramp, wood boardwalk, fishing platforms, event pavilion, shoreline retaining walls, site retaining wall, site lighting, walkways, and stabilizing an existing bank between the road and lake. The project will include site demolition, clearing and grubbing, erosion and sediment control, grading, storm drainage, utilities (water, power, and site lighting), concrete retaining wall construction, wood boardwalk construction, concrete walkways, concrete pads, pavilion construction, and grassing.	JHC Corporation	February 2023	In Progress
Morgan Falls Phase 2	400 Morgan Falls Rd Sandy Springs, GA 30350	City of Sandy springs 1 Galambos Way Sandy Springs, GA 30328 Edward McAdoo III - 770-206-1448 EMcAdoo@SandySpringsGA.gov	Kaizen Collaborative 2390 Main St Tucker, GA 30084 Chuck Abbott - 404-239-2521 chuck.abbott@kaizencollaborative.com	\$ 7,803,555.00	Trail The projects consist of the construction of a 8'-12' wide multi-use, 5 inch concrete & 6 inch pervious concrete trail, retaining walls, drainage structures, pedestrian bridges, top-down boardwalk with concrete decking, roadway realignments, landscaping, trail signage, and amenities	JHC Corporation	November 2022	In Progress
Ponce de Leon Ave LCI Streetscape PI 0012586	715 Bondaventure Ave NE Atlanta, GA 30306	Atlanta BeltLine, Inc 100 Peachtree St NW, Suite 2300 Atlanta, GA 30303 Nancy Newell - 404-477-3653 nnewell@atlbeltime.org	Kimley-Horn & Associates 817 West Peachtree St, NW The Biltmore, Suite 601 Atlanta, GA 30308 Sean Johnston - 404-419-8700 sean.johnston@kimley-horn.com	\$ 7,890,681.00	Streetscape Traffic Control, Grading, GAB, Asphalt, Granite Curb, Conc Driveway, Conc Sidewalk, Conc Median, Conc Header Curb, Conc Curb & Gutter, Granite Pavers, Storm, Electrical, Boring, Signage, Striping, Traffic Signal, Conc Retaining Walls, Anchored Walls, Structural Steel Elevated Walkway, Structural Steel Stairs, Rebar, Pilot Holes, Granite Facing, Erosion Control, Landscaping, Handrails, Site Furnishings, Bollards, Water Lines, Water Main, Sewer	JHC Corporation	September 2022	In Progress

**Attachment A
Project References**

Project Name	Location	Owner Information and Contact	Architect/Engineer Contact	Contract Amount	Scope of Work	Name of Prime Contractor	Start Date	Completion Date
Dallas Park Project	117 W. Spring St Dallas, GA 30132	City of Dallas 129 E Memorial Dr Dallas, GA 30132 Brandon Rakestraw - 770-443-8110 brakestraw@dallas-ga.gov	Keck & Wood, Inc 3090 Premiere Parkway, Suite 200 Duluth, GA 30097 Robert Renwick - 678-417-4000 rrenwick@keckwood.com	\$ 612,878.00	Park Erosion Control, Grading, GAB, Asphalt, Sidewalks, Retaining Wall, Signage, Striping, Brick Pavers, Driveways, Header Curb, Granite Seat Wall, Concrete Steps, Landscaping	JHC Corporation	October 2021	April 2022
South Fork Pedestrian Bridge Steel Ramp System Superstructure	737 Lenderbergh Drive NE Atlanta, GA 30324	SFC O&M LLC City of Atlanta PO Box 5433 Atlanta, GA 31107 Kimberly Estep - 770-954-6108 kimberly@southforkconservancy.org	Kimley-Horn & Associates 817 W Peachtree St NW, STE 601 Atlanta, GA 30308 Bradley Fischer - 404-419-8700 bradley.fischer@kimley-horn.com	\$ 478,373.00	Project includes the steel ramp system superstructure with concrete deck that will connect the prefabricated steel truss pedestrian bridge span to the existing grade at the confluence of the North Fork and South Fork of Peachtree Creek	JHC Corporation	July 2021	February 2022
Lafayette Square Lighting Enhancements	Lafayette Court Square LaGrange, GA 30240	City of LaGrange 200 Ridley Ave LaGrange, GA 30240 Meg Kelsey - 706-883-2030	Smith Design Group, Inc 206 West Harrison St LaGrange, GA 30240 Gordon "Skip" Smith - 706-882-5511 skip@sdesign.net	\$ 245,540.00	Enhancements Metal Ladder, HVAC, Fountain Lighting	JHC Corporation	April 2021	October 2021
Oconee Bridge Repairs	9 Bridges @ Various Locations Watkinsville, GA 30677	Oconee County 23 N. Main Street Watkinsville, GA 30677 Michael Weathers - 706-769-2937 mweathers@oconee.ga.us	Oconee County Public Works 1291 Greensboro Hwy Watkinsville, GA 30677 Jody Woodall - 706-769-2937 jwoodall@oconee.ga.us	\$ 152,500.00	Bridge Maintenance Repair spalls, seal cracking, clean & paint bearings, clean & seal deck joints, repair cracks, repair honeycombing	JHC Corporation	March 2021	April 2021
Call 001 Various Counties PI No 0015786 Signing Upgrades at Various Locations	Clarke, Elbert, Franklin, Gwinnett, Habersham, Hall, Jackson & Oconee Counties	GDOT 600 West Peachtree St, NW Atlanta, GA 30308 Kevin Barrett - 706-878-0433 kbarrett@dot.ga.gov	Atkins Global 1600 Riveredge Pkwy, STE 600 Atlanta, GA 30328 Travis Brewer - 770-933-0280 travis.brewer@atkinsglobal.com	\$ 595,929.00	Repairs Traffic Control, Grading, Rumble Strips, Striping, Signage, Concrete Barrier, Concrete Median, Concrete Flume, Guardrails, Traffic Signal Work	JHC Corporation	February 2021	November 2021
Phenix City Riverwalk 2019.006.001	508 Dillingham St Phenix City, AL 36867	City of Phenix City 1206 7th Ave Phenix City, AL 36867 Christopher Casey - 334-448-2777 ccasey@phenixcityal.us	Wright Engineering, LLC 7413 Whitesville Rd, Bldg 800 Columbus, GA 31904 706-507-0232	\$ 318,800.00	Trail Demo, Boardwalk, Helical Piles, Grouting Foundations, Erosion Control, Grading, Handrails, Electrical	JHC Corporation	October 2020	April 2021
Lombard Mill Preserve Trail - Phase II 20-173	2729 Old Hwy 1 Hephzibah, GA 30815	City of Augusta 2027 Lumpkin Rd Augusta, GA 30916 Christa Jordan - 706-496-5634 cjordan@augustaga.gov	Pond & Company, Inc 3500 Parkway Lane, Suite 600 Norcross, GA 30092 678-336-7740	\$ 519,742.00	Trail Clearing & Grubbing, Grading, Drainage, Signage, Site Furnishings, Landscaping, Boardwalk Trail, Timber Piles, Pedestrian Bridge, Overlook, Dirt Trail	JHC Corporation	May 2021	September 2021
Renovation of the Old Mill Spring Concrete Cover & Exposed Sides	100 Mill St SW Cave Spring, GA 30124	Floyd County Board of Commissioners #12 East 4th Ave, Ste. 106 Rome, GA 30161 Randy Self - 762-235-9662 selfr@floydcountyga.org	Floyd County Water Department PO Box 1169 Rome, GA 30162 Troy Atkins - 706-291-5244 atkinsr@floydcountyga.org	\$ 114,000.00	Repairs Caulking and patching	JHC Corporation	October 2020	December 2020

Attachment A Project References

Project Name	Location	Owner Information and Contact	Architect/Engineer Contact	Contract Amount	Scope of Work	Name of Prime Contractor	Start Date	Completion Date
Exterior Hardscape & Landscape Development @ Pryor St Entry Plaza 2017B20481K-1A1	141 Pryor St, NW Atlanta, GA 30303	Fulton County, Georgia 141 Pryor St, SW, Suite 7001 Atlanta, GA 30303 Armond Borders - 404-612-5916 armond.borders@fultoncountygva.gov	HGOR 3445 Peachtree Rd, SE, Suite 1425 Atlanta, GA 30326 Chris Mutter - 404-929-3354 cmutter@hgor.com	\$ 1,583,000.00	Hardscape Grading, Traffic Control, Demo, Structural Rebar, Concrete Retaining Wall, Footings, Concrete Steps, Wall Cap, CMU Walls, Stone Wall, Decorative Railings, Waterproofing, Sealing, Sidewalks, Fountain, Electrical, Landscaping, Concrete Pavers, Irrigation, Storm Drain	JHC Corporation	June 2020	May 2021
Augusta Canal Multi-Use Trail Phase IIID PI No 0013705	1425 Waters Edge Drive Augusta, GA 30901	Augusta Canal Authority 1450 Greene Street, Suite 400 Augusta, GA 30901 Dayton Sherrouse - 706-823-0440 sherrouse@augustacanal.com	Alfred Benesch & Company 1005 Broad Street, Suite 200 Augusta, GA 30901 Oliver Weston - 706-722-4114 oweston@bensesch.com	\$ 1,118,710.00	Trail Erosion Control, Grading, GAB, Asphalt, Curb & Gutter, Wheelchair Ramp, Steel Pipe Handrail, Bridge Crossing Improvements, Timber Boardwalk, Storm Drain, Demo, Signs, Guardrail, Striping, Bollards	JHC Corporation	August 2019	June 2020
Piedmont Centers	Piedmont Center 5-8 3525 Piedmont Rd Atlanta, GA 30305	Granite Properties 3525 Piedmont Rd Bldg 8, Suite 100 Atlanta, GA 30305 Kinsey Hinkson - 770-200-7318 khinkson@graniteprop.com	Kinley-Horn & Associates 817 W Peachtree St NW STE 601 Atlanta, GA 30308 Sean Johnston - 404-419-8770	\$ 25,080.00	Hardscape Design, Demo, Traffic Control, Concrete Driveways	JHC Corporation	August 2019	August 2019
Euchee Creek Greenway Phase I	2232 William Few Pkwy Evans, GA 30809	Columbia County 630 Ronald Reagan Dr Evans, GA 30809 Steve Exley - 706-447-7602 sexley@columbiacountyga.gov	Cranston Engineering 452 Ellis Street Augusta, GA 30901 Tom Parrott - 706-722-1588 tparrott@cranstonengineering.com	\$ 5,222,449.00	Trail Asphalt, Conc Approach Slab, Header Curb, Curb & Gutter, Bollards, Signage, Wayfinding Signage, Striping, Electrical, Storm, Erosion Control, Rip Rap, Timber Pedestrian Bridge, Boardwalk, Handrail, Wood Fence, Chain Link Fence, Landscaping, Traffic Control, Clearing & Grubbing, Grading, Crushed Stone	JHC Corporation	June 2019	August 2020
Traffic Controller @ 15th & Peachtree	15th St NE & Peachtree NE Atlanta, GA 30309	Midtown Alliance 999 Peachtree St, STE 730 Atlanta, GA 30309 Bruce Pinkney - 404-447-8151 bruce@midtownatl.com	Midtown Alliance 999 Peachtree St, STE 730 Atlanta, GA 30309 Cladie Washburn - 404-809-2121 cladie@midtownatl.com	\$ 55,336.00	Signal Traffic Control, Layout, Demo, Granite Pavers, Traffic Signal	JHC Corporation	June 2019	July 2019
Powder Springs Downtown Development Project Amenity Bid No. IFB 18-003	4400 N Town Square Powder Springs, GA 30127	City of Powder Springs 4484 Marietta Street Powder Springs, GA 30127 Pam Conner - 770-943-1666 pconner@cityofpowdersprings.org	TSW 1389 Peachtree St. NE. STE 200 Atlanta, GA 30309 Adam Williamson - 404-873-6730 awilliamson@tsw-design.com	\$ 4,061,350.00	Streetscape Grading, Storm, Sewer, Water Lines, Demo, Landscaping, Irrigation, Rubble Walls, Synthetic Turf, Concrete Walls, Granite Cobble, Signage, Curb & gutter, Sidewalks, Concrete Steps, Handicap Ramps, Exposed Aggregate Path, Asphalt, Handrails, Site Electrical, Fountain, Guardrail, Site Furnishings, Bar ledge, Wood & Rock Stadium Seating, Upper Viewing Deck, Play Cube, String Lights Building Slab, Footings, Rebar, Block, Brick, Steel, Roofing, Insulation, Flashing/Coping, Bird Netting, Bath Partitions, Wood Floor, Ceramic Tile, Cabinets, Counter Tops, Bath Hardware, Doors, Store Front, Ceiling, Drywall, Painting, Plumbing, HVAC, Electrical	JHC Corporation	April 2019	July 2020

**Attachment A
Project References**

Project Name	Location	Owner Information and Contact	Architect/Engineer Contact	Contract Amount	Scope of Work	Name of Prime Contractor	Start Date	Completion Date
Call 009 Spaulding Co PI No 0013295 Intersection Improvements on SR 155 @ North Hill St	SR 155 @ North Hill Street Griffin, GA 30223	GDOT - Thomaston 115 Transportation Blvd Thomaston, GA 30286 Craig Collins - 478-733-4345 krcollins@dot.ga.gov	GDOT, District 3 1001 Highway 19 S Griffin, GA 30223 Carl Cone - 678-332-8962 ccone@dot.ga.gov	\$ 766,973.00	Streetscape Traffic Control, Erosion, Grading, GAB, Asphalt, Concrete Driveways, Sidewalk, Concrete Median, Header Curb, Curb & Gutter, Pyunt Reinf Fabric Strips, Storm Drain, Rip Rap, Signage, Traffic Signal, Striping, Water Lines, Landscaping, Detectable Warning Surface	JHC Corporation	May 2019	April 2020
Traffic Signal Installations and Related Construction	East Broad St/Farmer St. & Roscoe Rd/Sherwood Dr Newman, GA 30263	City of Newman 25 Lagrange Street Newman, GA 30263 Cleatus Phillips - 770-254-2358 cphillips@cityofnewman.org	Wilburn Engineering LLC 931 Lower Fayetteville Rd, STE I Newman, GA 30263 678-423-0050	\$ 320,052.00	Streetscape Traffic Control, Grading, Asphalt, Milling, Sidewalks, Header Curb, Curb & Gutter, Concrete Retaining Wall, Water Lines, Boring, Traffic Signal, Striping	JHC Corporation	January 2019	June 2019
Downtown Connector Trail #18-056	100 Block of West Roosevelt Ave to 1700 Block of North Monroe St Albany, GA 31701	City of Albany 222 Pine Ave, Suite 260 Albany, GA 31701	City of Albany 240 Pine Avenue, Suite 200 Albany, GA 31701 Charlie Clark - 229-883-6955 chclark@albanyga.gov	\$ 2,496,195.00	Trail Grading, Demo, Herringbone Crosswalk, Pavers, Storm Drain, Metal Fencing, Stamped Concrete, Asphalt, Parking Lot, Wheel Stops, Handrails, Sidewalks, Concrete Stairs, Concrete Retaining Wall, Multi-use Concrete Trail, Landscaping, Striping, Water Lines, Irrigation, Traffic Signal	JHC Corporation	November 2018	April 2020
Hammond Drive Mid-Block Crossing Improvements	1118 Hammond Dr NE Dunwoody, GA 30328	Central Perimeter CID 1100 Abernathy Rd, NE Bldg 500, Lobby Suite 15 Atlanta, GA 30328 Todd Meadows - 770-857-8400 todd.meadows@loweengineers.com	Kimley-Horn & Associates 817 W Peachtree St NW STE 601 Atlanta, GA 30308 Sean Johnston - 404-419-8770	\$ 313,714.00	Streetscape Grading, Demo, Sidewalks, Curb & Gutter, ADA Ramps, Fencing, Utility Relocation, Pavers, Stamped Asphalt, Lighting, Security Cameras, Stone Veneer Seat Wall, Landscaping, Pedestrian Crossing Signal, Traffic Signal, Fiber Optics	JHC Corporation	October 2019	March 2020
Lake Kedron Bridge Pile Painting	Lake Kedron @ N Peachtree Pkwy Peachtree City, GA 30269	City of Peachtree City 153 Willowbend Rd Peachtree City, GA 30269 David Borkowski - 770-631-2588	Bridge Maintenance Painting Bridge Piles	\$ 112,800.00		JHC Corporation	April 2018	September 2018
Fresh Bru Drive Ph I	15 Fresh Bru Dr Newman, GA 30263	Mangrove Properties, LLC 9A Tanglewood Rd Newman, GA 30263 Jim Cook - 678-633-9007	Miller Architecture & Planning 6534 Spring St Douglasville, GA 30134 678-715-1586	\$ 1,043,254.00	New Building Construction Clearing, Grading, Slab, Metal Building, Framing, Plumbing, HVAC, Carpentry, Electrical, Storefront, Insulation, Gate, Stone Walls, Concrete Driveway, Water, Sewer, Landscaping, Irrigation	JHC Corporation	March 2018	December 2020
Deering Road - Midtown PI No 0013725	Peachtree St NW & Deering Rd Atlanta, GA 30309	Midtown Alliance 999 Peachtree St, STE 730 Atlanta, GA 30309		\$ 105,599.00	Traffic Signal Installation	Chattahoochee Group	October 2018	February 2020

Attachment A Project References

Project Name	Location	Owner Information and Contact	Architect/Engineer Contact	Contract Amount	Scope of Work	Name of Prime Contractor	Start Date	Completion Date
East Paces Ferry Road Spur to Path 400 FC-9699	East Paces Ferry Rd Atlanta, GA 30326	Buckhead CID 3340 Peachtree Road, NE 100 Tower Place, Suite 1640 Atlanta, GA 30326 Darion Dunn - 404-842-2693 ddunn@buckheadcid.com	Silverman Construction 1075 Zonolite Rd., STE 5 Atlanta, GA 30306 Andrew Silverman - 404-969-4316 aasilverman@silvermancpm.com	\$ 2,128,487.00	Streetscape Grading, Granite Curb, Driveway, Conc Sidewalk, Conc Median, Header Curb, Curb & Gutter, Pea Gravel Conc Sidewalk, Stamped Concrete, Retaining Wall, Ornamental Fence, Chain Link Fence, Bollards, Brick Pavers, Asphalt, Pynt Widening, Storm Drain, Sewer, Bioretention Area, Signs/Striping, Site Furnishings, Utilities, Electrical, Trenching, Lighting, Traffic Signal	JHC Corporation	October 2017	March 2019
Tech Pkwy Marietta St Improvements - Ph I 0193-2016	793 Marietta St NW Atlanta, GA 30318	Georgia Tech 955 Fowler St NW Atlanta, GA 30332 Daniel Powell - 404-931-3945 dpowell43@gatech.edu	Breedlove Land Planning 15 Simpson St NW Atlanta, GA 30080 Alan Wlecczynski - 770-483-1173 alanw@landplanning.net	\$ 790,083.00	Parking Lot Hardscape Traffic Control, Erosion Control, Grading, Demo, Underground Retention Pond, Storm Structures & Pipe, Trench Drain, Pervious Concrete, Curb & Gutter, Utilities, Light Pole Bases, Electrical, Gate Loops, Paving, Landscaping, Signs/Striping, Ornamental Fence, Wheel Stops	JHC Corporation	September 2017	April 2018
Call 017 Cobb Co Bridge Rehab on I-285 over I-75 NB Ramp & I-285 over I-75 SB Ramp PI No M005399	The Perimeter Atlanta, GA 30339	GDOT One Georgia Center 1269 Kennestone Cir Marietta, GA 30066 Dan Willard - 404-326-5214 dwillard@dot.ga.gov	GDOT One Georgia Center 600 West Peachtree St. NW Atlanta, GA 30308 404-631-1000	\$ 1,606,578.00	Bridge Rehabilitation Grading, Asphalt, Runble Strips, Signs, Striping, Conc Slope, Joint Sealing, Structural Steel, Rebar, Superstr Reinfr Steel, Raise Bridge, Surface Prep, Polymer Overlay, Paint Bridge, Demo Parts of Existing Bridge, Flowable Fill	JHC Corporation	September 2017	November 2018
Call 011 Brooks County PI No 0011723	41 E Railroad St Quitman, GA 31643	GDOT District 4, Area 4 120 Veterans Pkwy North Moultrie, GA 31788 Neil Tyson - 229-891-7130 ntyson@dot.ga.gov	ARCADIS Co. 2410 Paces Ferry Rd STE 400 Atlanta, GA 30339 Randy Koonce - 919-357-8777 randy.koonce@arcadis.com	\$ 809,231.00	Streetscape Traffic Control, Erosion Control, Grading, Asphalt, Driveway, Median, Header Curb, Curb & Gutter, Pynt Widening, Storm Drain, Signs, Striping, Chain Link Fence, Landscaping	JHC Corporation	October 2017	March 2019
Call 010 Chatt & Macon Co Bridge Rehabilitation PI M005424	SR 26 over Ochililee Creek Cussetta, GA SR 49 over Buck Creek Oglethorpe, GA	GDOT One Georgia Center 600 West Peachtree St. NW Atlanta, GA 30308 Kyle Willis - 706-568-2165 Dwillis@dot.ga.gov	GDOT, District 3, Area 3 200 Julianne Dr Perry, GA 31069 Martin Elberger - 478-988-7151 melberger@dot.ga.gov	\$ 487,212.00	Bridge Rehabilitation Traffic Control, Grading, Structural Steel, Patching Concrete Bridge, Epoxy, Flowable Fill, Guardrail	JHC Corporation	July 2017	January 2018
Carl Griffin Dr @ Chatham Pkwy Intersection Improvements	135 Carl Griffin Drive Savannah, GA 31405	Chatham Co Board of Commissioners 1117 Eisenhower Drive, Suite C Savannah, GA 31406 Nathaniel Panther - 912-604-2452 Npanther@chathamcounty.org	Thomas & Hutton Engineering Co 50 Park of Commerce Way PO Box 2727 Savannah, GA 31402 John Giordano - 912-721-4054 giordano.j@thomasandhutton.com	\$ 755,879.00	Streetscape Traffic Control, Erosion Control, Grading, GAB, Asphalt, Milling, Sidewalks, Concrete Median, Curb & Gutter, Storm Drain, Boring, Signs, Traffic Signal, Striping, Fiber Optics, Conc Box Culvert, Monument Sign	JHC Corporation	September 2017	May 2018

**Attachment A
Project References**

Project Name	Location	Owner Information and Contact	Architect/Engineer Contact	Contract Amount	Scope of Work	Name of Prime Contractor	Start Date	Completion Date
Intersection Improvement - Habersham St at Kensington Drive (TE-216-16)	Habersham St @ Kensington Dr Savannah, GA 31405	Savannah Water Resources City of Savannah PO Box 1027 Savannah, GA 31402 Kathy Meggion - 912-644-7783 kmaggion@savannahga.gov	City of Savannah PO Box 1027 Savannah, GA 31402 912-651-4241	\$ 207,447.00	Streetscape Clearing & Grubbing, Demo, Curb Inlet, Grading, Storm Drain, Sidewalk, Curb, Stamped Concrete Crosswalk, Detectable Warning Surface, Signage, Striping, Erosion Control, Traffic Control	JHC Corporation	March 2017	April 2017
Grove Way - Bush Street Realignment and Waterline Project 90018/80045/18003	89 Grove Way Roswell, GA 30075	City of Roswell 38 Hill St Roswell, GA 30075 Mike Sweinhart - 770-594-6105 msweinhart@roswellgov.com	Pond & Company, Inc. 3500 Parkway Lane, Suite 600 Norcross, GA 30092 Tim Fredlund - 678-336-7740 FredlundT@pondco.com	\$ 1,333,790.00	Streetscape Grading, Tree Removal, Storm Drain, Sewer, Water Lines, Asphalt, Striping, Signage, Landscaping, Sidewalks, Concrete Stairs, Retaining Wall, Handicap Ramps, Handrails, Metal Fencing, Electrical, Streetlights	JHC Corporation	March 2017	July 2018
Millidgeville Road Bridge Maintenance at Rocky Creek PI 0011395	3315 Millidgeville Rd Millidgeville Rd Bridge @ Rocky Creek Augusta, GA 30909	City of Augusta 535 Telfair St Augusta, GA 30901 Anthony Taylor - 706-836-7152 ATaylor@augustaga.gov	Civil Services, Inc 620 Peachtree St NE Suite 300R Atlanta, GA 30308 404-685-8001	\$ 423,989.00	Bridge Rehabilitation Grading, Storm Drain, Demo, Gaurdrails, Landscaping, Resealing Bridge Joints, Structural Rebar, Patching Concrete Bridge, Epoxy Injection	JHC Corporation	September 2016	May 2017
Enhancements to the Douglasville Welcome Center & O'Neal Plaza PI 0010728	SR 5/SR 8 From SR 92 to CS 720/McCarley ST Douglasville, GA 30134	City of Douglasville 6695 Church St Douglasville, GA 30134 Michelle Wright - 770-920-3000 wrightm@ci.douglasville.ga.us	Bron Cleaveland Associates 2627 Sandy Plains Rd, Suite 102 Marietta, GA 30066 Steve Roberts - 404-841-6364 sroberts@broncleaveland.com	\$ 833,932.00	Hardscape Demo, Sidewalks, Concrete Pavers, Handrails, Landscaping, Grading, Storm Drain, Fountain, Plumbing, Framing, Dry Wall, Flooring, Crown Molding, Cabinets, Roofing, Countertops, Electrical	JHC Corporation	July 2016	July 2018
15th Street Over Augusta Canal (Archibald Butt Memorial Bridge) PI 0011422	501 15th St Augusta, GA 30904	City of Augusta 535 Telfair St Augusta, GA 30901 Anthony Taylor - 706-836-7152 ATaylor@augustaga.gov	Civil Services, Inc 620 Peachtree St NE Suite 300R Atlanta, GA 30308 404-685-8001	\$ 1,689,606.00	Bridge Rehabilitation Asphalt, Sidewalks, Structural Rebar, Demo, Signage, Striping, Pavers, Grooved Concrete, Superstructure Concrete, Concrete Bridge Repair, Painting, Electrical	JHC Corporation	July 2016	April 2018
Broad Street Over Augusta Canal PI 0011381	1514 Broad St Augusta, GA 30904	City of Augusta 535 Telfair St Augusta, GA 30901 Anthony Taylor - 706-836-7152 ATaylor@augustaga.gov	Civil Services, Inc 620 Peachtree St NE Suite 300R Atlanta, GA 30308 404-685-8001	\$ 1,124,389.00	Bridge Rehabilitation Asphalt, Silicone Joint Sealer, Superstructure Concrete, Superstructure Reinf Steel, Patching Concrete Bridge Deck, Patching Concrete Substructure, Epoxy Injection, Structural Rebar, Electrical	JHC Corporation	July 2016	June 2017
7th Street Bridge Over Augusta Canal (Bridge Replacement) PI 0011423	1050 7th St Augusta, GA 30901	City of Augusta 535 Telfair St Augusta, GA 30901 Anthony Taylor - 706-836-7152 ATaylor@augustaga.gov	Moreland Altobelli Associates 2211 Beaver Run Rd, STE 190 Norcross, GA 30071 Clyde Knox - 770-263-5945 cknox@maai.net	\$ 1,462,860.00	Bridge Replacement Landscaping, Asphalt, Sidewalks, Parapet Wall, Retaining Wall, Water Lines, Electrical, Concrete Bridge	JHC Corporation	March 2016	May 2017
11th Street Bridge Rehabilitation over Augusta Canal PI 0011425	601 11th St Augusta, GA 30901	City of Augusta 535 Telfair St Augusta, GA 30901 Anthony Taylor - 706-836-7152 ATaylor@augustaga.gov	Civil Services, Inc 620 Peachtree St NE Suite 300R Atlanta, GA 30308 404-685-8001	\$ 774,561.00	Bridge Rehabilitation Asphalt, Granite Curbs, Sidewalks, Storm, Traffic Signal, Electrical, Parapet Wall, Footings, Structural Rebar, Brick Vener, Mortar Joints, Waterproofing	JHC Corporation	March 2016	May 2017

**EXHIBIT I**

Construction Services for James
Project Name: Brown Blvd - Phase III

Bid Number: 23-173

LETTER OF INTENT

Disadvantaged Business Enterprise (DBE)
(This page shall be submitted for each DBE firm)

Bidder/Officer: Name: JHC Corporation
Address: 15 Fresh Bru Dr
City: Newnan State: GA Zip: 30263

DBE Firm: DBE Firm: Charter Construction Services, Inc
Address: 4998 Lakeland Woods Ct
City: Atlanta State: GA Zip: 30338

DBE Contact Person: Name: Kay Broadus Phone: (770) 235-5992

DBE Certifying Agency: GDOT 2CH200 Expiration Date: _____

Classification: ☐ Prime Contractor ☒ Subcontractor ☐ Joint Venture
☐ Manufacturer ☒ Supplier

Work Item(s) to be performed by DBE	Description of Work Item	Quantity	Total
	Concrete Grading		\$151,487.90
	Demo. Erosion		

The Bidder/Officer is committed to utilizing the above named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: 151,487.90 Percent of total contract: 10.85 %

AFFIRMATION:
The above named DBE firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: Kay Broadus PRESIDENT
(Signature) (Title)

* In the event the Bidder/Officer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.



EXHIBIT 1

Project Name: Construction Services for James Brown Blvd - Phase IIIBid Number: 23-173

LETTER OF INTENT
Disadvantaged Business Enterprise (DBE)
(This page shall be submitted for each DBE firm)

Bidder/Offeror: Name: JHC CorporationAddress: 15 Fresh Bru DrCity: Newnan State: GA Zip: 30263DBE Firm: HIGHWAY SERVICES INCAddress: P O BOX 926City: DOUGLASVILLE State: GA Zip: 30133DBE Contact Person: Name: CHANDRA R GRAHAM Phone: () 678-838-9920DBE Certifying Agency: GDOT Expiration Date: 12/2023Each DBE firm shall submit evidence (such as a photocopy) of their certification statusClassification: ☐ Prime Contractor ☒ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
	SIGN INSTALL	1	5573.50
	PAVEMENT MARKING	1	10463.60

The Bidder/Offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 16,037.10 Percent of total contract: 1.15 %**AFFIRMATION:**

The above-named DBE firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: Chandra R Graham

(Signature)

ESTIMATOR

(Title)

** In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.



EXHIBIT 2

Project Name: Construction Services for James Brown Blvd - Phase III

Bid Number: 23-173

UTILIZATION STATEMENT
Disadvantaged Business Enterprise (DBE)

12%

The DBE goal for this project is 16.3%.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please mark the appropriate box)

- ☒ The bidder/offeror is committed to the minimum of 12% DBE utilization on this contract
- ☐ The bidder/offeror, while unable to meet the DBE contract goal of 16.3%, hereby commits to a minimum of 12% DBE utilization on this contract and submits the attached documentation as evidence demonstrating good faith efforts (GFE) in seeking participation by certified DBE firms.

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm or firms identified within the submitted Letter of Intent forms have agreed to perform a commercially useful function (CUF) for the indicated work elements.

The undersigned further understands that no changes to this statement may be made without prior approval from the Owner and the Federal Highway Administration.

JHC Corporation

Bidder's/Offeror's Firm Name

Signature

James H. Cook, President

7/18/2023

Date

DBE UTILIZATION SUMMARY

Percentage	Contract Amount	DBE Amount	Contract
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ <u>167,525</u> x 1.00 =	\$ <u>167,525</u>	<u>12</u> %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal		\$ _____	_____ %

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

DBE GOALS

VENDOR ID. 2JH002

BIDDER'S COMPANY NAME: JHC Corporation

PROJECT NO. & COUNTY: 0013707 | Richmond County

LET NO:

LET DATE: 7/18/2023

TOTAL BID: \$1,396,039.70

THE REQUIRED DBE GOAL ON THIS CONTRACT IS: 12%

I PROPOSE TO UTILIZE THE FOLLOWING DBE'S:

LIST OF DBE PARTICIPANTS

[illegible]

*** For Departmental use only. Do not fill in Work codes.**

PLEASE NOTE :

Only 80% of the participation of a DBE Supplier who does not manufacture or install the product will be counted toward the goal. See below for further instructions.

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)	693JJ22130000Y301GA0013707
Federal award date (see § 200.39 Federal Award Date)	2/21/2023
Amount of Federal Funds Obligated by this action	339,648.00
Total Amount of Federal Funds Obligated to the subrecipient	587,648.00
Total Amount of the Federal Award	587,648.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	James Brown Blvd FM Twiggs to Laney Walker BLVD-PH III, CST
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Travis McDonald, GDOT PM, tmcdonald@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.

Date

Signature (Seal)

Name: _____

Title: _____

Instructions for Appendix A Certification

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

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

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

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

APPENDIX B
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of _____ 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.

Date

Commissioner

APPENDIX D

CERTIFICATION OF CITY OF AUGUSTA

STATE OF GEORGIA

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

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

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

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

Date

LOCAL GOVERNMENT

Name: _____

Title: _____

APPENDIX E



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	PI 0013707 James Brown Blvd FM Twiggs ST to Laney Walker Blvd – PIII
Sponsor's Name:	Augusta-Richmond County Government
Sponsor's Address:	452 Walker Street, Suite 110 Augusta, GA 30901

SPONSOR AFFIDAVIT

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

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

46923

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

_____ 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.

Preconstruction Status Report

PI NUMBER: 0013707 **JAMES BROWN BLVD FM TWIGGS ST TO LANEY WALKER BLVD - PH III**

COUNTY: Richmond **SPONSOR:** Augusta **MEASURE:**

LENGTH(MI): 0.30 **MPO:** Augusta TMA **DESIGN FIRM:** Cranston Engineering Group, P.C.

PROJ NO: **TIP#:** TAP-1B

PROJ MGR: McDonald, Travis S. **MODEL YR:** **PRIORITY CD:**

AOHD INITIALS: CLB **TYPE WORK:** Streetscapes **DOT DIST:** 2

OFFICE: Program Delivery **CONCEPT:** SIDEWALKS **CONG. DIST:** 012

CONSULTANT: Local Design, Reimbursed by GDOT funds **PROG TYPE:** Enhancement **COMPLETE STREETS:** **SUFF:**

BASELINE LET DT: 6/11/20
SCHED LET DT: 7/11/23

LIGHTING TYP: None
ENV DOC TYPE: NEPA
ENV CONSULTANT: In House

MGMT LET DT: 3/17/23
MGMT ROW DT: 5/15/19
WHO LETS?: Local Let
LET WITH: 0

PRINT DATE: 12/08/23
PAGE: 1

BASE START	BASE FINISH	TASKS	START DATE	FINISH DATE	ACTUAL START	ACTUAL FINISH	%
8/11/17	3/8/18	Concept Development Summary	8/24/17	4/8/19	8/24/17	4/8/19	100
9/1/17	4/8/19	Environmental Document Approval Summary (11412 through 18100)	11/1/17	2/20/19	11/1/17	2/20/19	100
9/1/17	6/1/18	Environmental Resource Identification Summary	11/1/17	10/3/18	11/1/17	10/3/18	100
9/1/17	1/28/19	UST and HW Summary	8/1/19	8/14/19	8/1/19	8/14/19	100
11/15/17	2/1/18	Database Summary	11/20/17	2/1/18	11/20/17	2/1/18	100
1/26/18	1/26/18	PM Submit Concept Report	10/22/18	10/22/18	10/22/18	10/22/18	100
3/8/18	3/8/18	Management Concept Approval Complete	4/8/19	4/8/19	4/8/19	4/8/19	100
3/9/18	6/4/18	Preliminary Roadway Plans (consultant design)	6/11/18	10/18/18	6/11/18	10/18/18	100
8/1/18	8/1/18	Public Information Open House Held	11/15/16	11/15/16	11/15/16	11/15/16	100
9/20/18	9/20/18	PFPR Inspection	2/19/19	2/19/19	2/19/19	2/19/19	100
11/13/18	12/5/18	ROW Plans Preparation	3/5/19	3/15/19	3/5/19	3/15/19	100
2/26/19	4/22/19	ROW Plans Final Approval	3/20/19	4/15/19	3/20/19	4/15/19	100
3/5/19	3/18/20	ROW Acquisition Summary	3/29/19	12/1/22	3/29/19	12/1/22	100
3/29/19	4/15/19	L & D Approval	3/21/19	4/12/19	3/21/19	4/12/19	100
4/9/19	8/29/19	Final Construction Plans	4/2/19	7/16/21	4/2/19	7/16/21	100
5/21/19	5/21/19	ROW Authorization	4/13/21	4/13/21	4/13/21	4/13/21	100
12/6/19	12/6/19	FFPR Inspection	1/14/22	1/14/22	1/14/22	1/14/22	100
4/1/20	4/1/20	Submit Final Plans	7/15/22	7/15/22	7/15/22	7/15/22	100

Bridge : NO BRIDGE REQUIRED

Construction : DBE goal approved 3-2-22 = 12%

Design : Sponsor Augusta: Hameed Malik 706.796.5068 hmalik@augustaga.gov
 Consultant PM: Mitchell Murchison; mmurchison@cranstonengineering.com

EIS : Certified Dec22 Let| Certified on 30Sep22, 29MAR22| PCE Reval approved 30Sep22, 29MAR22|Jackson 20Sep22

Engr Services : WDT: 16JAN2019 received PFPR request. MKY: 21FEB2019 Sent out PFPR Report. MKY: 01APR2019 Accepted PFPR Responses. WDT: 09DEC2021 rec'd FFPR request.
 TMG: 14JAN2022 FFPR Report Distributed, 28FEB2022 Responses Accepted. WDT: 06JUL2022 rcvd CFFPR plans. KYP Cost estimate update: CST rcvd 6/3/19; returned markups to PM 6/12/19; CST V2 rcvd 7/15/19; sub for apvl 7/23/19; ROW for auth rcvd 11/15/19; sub for apvl 11/21/19. ROW for auth rcvd and sub on 9/29/20. CST rcvd 9/21/20; sub for apvl 10/13/20. CST rcvd 1/5/22; sub for apvl 1/13/22.

LGPA : PFA SGN AUGUSTA-RICHMOND DO 20% PE AND 100% >\$120K (FED)|20% ROW AND 100% >\$12,352 (FED)|UTIL & 20% CST AND 100% >\$339,648 (FED) 2-17-17.

Office Heads : PFPR was missed by local and BL shifted. KWN

Prog. Develop : CST AUGUSTA TIP ADMIN MOD 5-11-2022

Programming : ADDED BY AUGUSTA MPO|#1 8-2016

ROW : ASU:Concur 12 Mos FY 21 FJW 2-9-21; Moving FY 22 per ROW Status FJW 5-28-20;12 mos KTA 9-28-17; ROW Dt 5/19; Let 6/20 FJW 10-26-17|County is having funding issues and has not submitted detailed r/w cost estimate trr 6/2019; County is having issues with funding. County has not submitted detailed ROW cost estimate TRR 7/22/2019; Received corrected cost estimate 11/14/19 trr; ROW agreement sent to locals for execution on 4/22/21 trr; GDOT executed ROW agreement 7/28/21 trr;NTP issued 8/21/21 trr;ROW behind schedule trr 2/2022;

Utility : UTL Cert 11.29.22 FB|TLP-BL off & UC On Sched-Local Utility Coord-LET Mar 2023-Unawarded-Awaiting Bid pkg 09/26/23;Bid conference held on 26June2023 08/24/23;NTP to advertise sent to Locals 06Mar2023 05/22/23;Cert Pkg to SUO for Apprvl 11/28/22;Issues w/ROW Acq & Final Design-Cert was due 01Apr22 05/23/22;PM advised anticipate FY23 LET 04/11/22;Req update on Cert Pkg, PM advised mtg w/Locals today, LET may change (ROW critical path);-2nd Subs to Utilis-due back 28Feb2022 01/24/22;Need to Certify by 01Apr2022 01/04/22;ROW Auth pending-ROW Auth anticipated May 2021 04/20/21

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
PE	2016	2016			\$150,000.00	M301	AUTHORIZED	12/14/15
ROW	2021	2021			\$310,000.00	Z301	AUTHORIZED	4/13/21
CST	2023	2023			\$55,149.77	LOC	AUTHORIZED	2/21/23
CST	2023	2023			\$424,560.00	Y301	AUTHORIZED	2/21/23

COST EST AMTS				STIP AMOUNTS		
PE	\$150,000.00			Activity	Cost	Fund
ROW	\$310,000.00	9/29/20		PE	\$150,000.00	M301
CST	\$479,709.77	1/13/22		ROW	\$401,560.00	Z301
				CST	\$114,090.11	LOC
				CST	\$424,560.00	Y301

Project Manager

1.Scope: Streetscape - sidewalk replacement on E. of James Brwn Blvd

2.Schedule: On BL
 PSE Package Received 12/9/22
 Notice to Proceed to Advertise sent to locals 3/6/2023
 Received 2 bids from Locals 8/8/23.
 Bid package received 10/2/23
 Locals Requesting funds/ MPO TAP Grant to cover additional funds

3.Risk: Next Milestone:
 TAP Grant Administrative Modification approved 5/11/22 - Funds moved to FY23.
 ROW: Certified
 ENV: Certified
 UTL: Certified

4.Budget: \$8K Contract
 TSM 10/3/2023

Pre Parcel CT	17	Total Parcel in ROW System:	13	Cond Field:	4	Acquired by:	LOC	DEEDS CT:	9
Under Review	0	Options Pending:	0	Relocations:	0	Acquisition MGR:	Oliver, Winifred Yvette (LOC)		
Released	13	Condemnations – Pend:	0	Acquired:	13	ROW Cert Date:	1/23/2023		

Georgia Department of Transportation Project Financial Report (PFR)

Processed Date: Dec-08-2023 08:57:59 AM

Project: 0013707

Description:	JAMES BROWN BLVD FM TWIGGS ST TO LANEY WALKER BLVD - PH III
Project Manager Name:	McDonald, Travis S.
Office:	Program Delivery
Counties:	Richmond
Congressional Districts:	012

Engineer Estimates

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
CST	\$424,560.00	\$538,650.12	\$114,090.12	26.87%	Feb-03-2016	Jan-13-2022
ROW	\$15,440.01	\$310,000.00	\$294,559.99	1907.77%	Feb-03-2016	Sep-29-2020
TOTALS:	\$440,000.01	\$848,650.12	\$408,650.11	92.88%		

Programmed Funds

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
CST	LOC	AUTHORIZED	\$.00	\$.00	\$.00	(\$55,149.77)	(\$55,149.77)
	Y301	AUTHORIZED	\$.00	(\$339,648.00)	\$.00	(\$84,912.00)	(\$424,560.00)
		CST Subtotal:	\$.00	(\$339,648.00)	\$.00	(\$140,061.77)	(\$479,709.77)
PE	M301	AUTHORIZED	(\$120,000.00)	\$.00	\$.00	(\$30,000.00)	(\$150,000.00)
		PE Subtotal:	(\$120,000.00)	\$.00	\$.00	(\$30,000.00)	(\$150,000.00)
ROW	Z301	AUTHORIZED	(\$248,000.00)	\$.00	\$.00	(\$62,000.00)	(\$310,000.00)
		ROW Subtotal:	(\$248,000.00)	\$.00	\$.00	(\$62,000.00)	(\$310,000.00)
		TOTALS:	(\$368,000.00)	(\$339,648.00)	\$.00	(\$232,061.77)	(\$939,709.77)

Project Accounting

Georgia Department of Transportation Project Financial Report (PFR)

Processed Date: Dec-08-2023 08:57:59 AM

	CONTINGENCY	CONTRACT				INHOUSE / OVERHEAD / GENERAL FUNDS**			
Activity	Amount	Allotted	Unearned	Earned	Allotment Balance	Allotted	Unearned	Earned	Allotment Balance
CST	\$0.00	\$339,648.00	\$0.00	\$0.00	\$339,648.00	\$0.00	\$0.00	\$0.00	\$0.00
PE	\$0.00	\$120,000.00	\$7,479.69	\$112,520.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ROW	\$0.00	\$248,000.00	\$248,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS:	\$0.00	\$707,648.00	\$255,479.69	\$112,520.31	\$339,648.00	\$0.00	\$0.00	\$0.00	\$0.00

Project Accounting Summary

Activity	Allotted	Unearned	Earned	Allotment Balance	%Earned	Last Activity Date
CST	\$339,648.00	\$0.00	\$0.00	\$339,648.00	0.00%	Jul-01-2022
PE	\$120,000.00	\$7,479.69	\$112,520.31	\$0.00	93.77%	Aug-29-2022
ROW	\$248,000.00	\$248,000.00	\$0.00	\$0.00	0.00%	Aug-24-2021
TOTALS:	\$707,648.00	\$255,479.69	\$112,520.31	\$339,648.00	15.90%	