Hapeville Association of Tourism and Trade
700 Doug Davis Drive
Hapeville, GA 30354

October 18, 2016
7:00 PM

1. Call To Order

2. Roll Call

- Alan Hallman, Chairman
- Ruth Barr
- Michael Randman
- Joshua Powell
- Diane Dimmick

3. Approval Of Minutes

- July 19, 2016
- August 16, 2016
- September 20, 2016

4. Public Comments On Agenda Items

5. New Business

5.I. Consideration To Approve An Agreement Between The Georgia Department Of Transportation And The City Of Hapeville For The Construction Of The Dogwood Drive LCI Streetscape Project And Authorize Mayor Hallman To Sign All Necessary Documents Pending Legal Review.

Background:
The signing of this agreement is required by the Georgia Department of Transportation (GDOT) before construction can begin on the Dogwood Streetscape Project. Once GDOT receives this signed agreement, they will issue a Notice to Proceed. This project includes new sidewalks, curb & gutter, share the road bicycle lanes, pedestrian lighting, storm drain improvements, street furniture, bike racks, planters and landscaping. This project significantly improves gateways into the City and begins our efforts to build an arts overlay district and attract additional tourism. The federal award amount on this project is $ 1,750,000 and the local share is approximately $ 440,462.49. The estimated start of construction will be the beginning of December 2016. Please see the attached illustrations that represent what the project improvements should look like once constructed.

Documents:

DOGWOOD DRIVE RENDERING 12.11.12.JPG
0010329 CONSTRUCTION AGREEMENT.PDF
0010329 COVER LETTER CONSTRUCTION AGREEMENT FOR EXECUTION TO COH.PDF

5.II. Consideration To Approve Triscapes, Inc. In The Amount Of $ 2,110, 462.49 For The Construction Of The Dogwood Drive LCI Streetscape Project And Approve Jack Burnside In The Amount Of $ 19,000 For The Construction Phase Administration And Authorize Mayor Hallman To Sign All Necessary Documents Pending Legal Review.

Background:

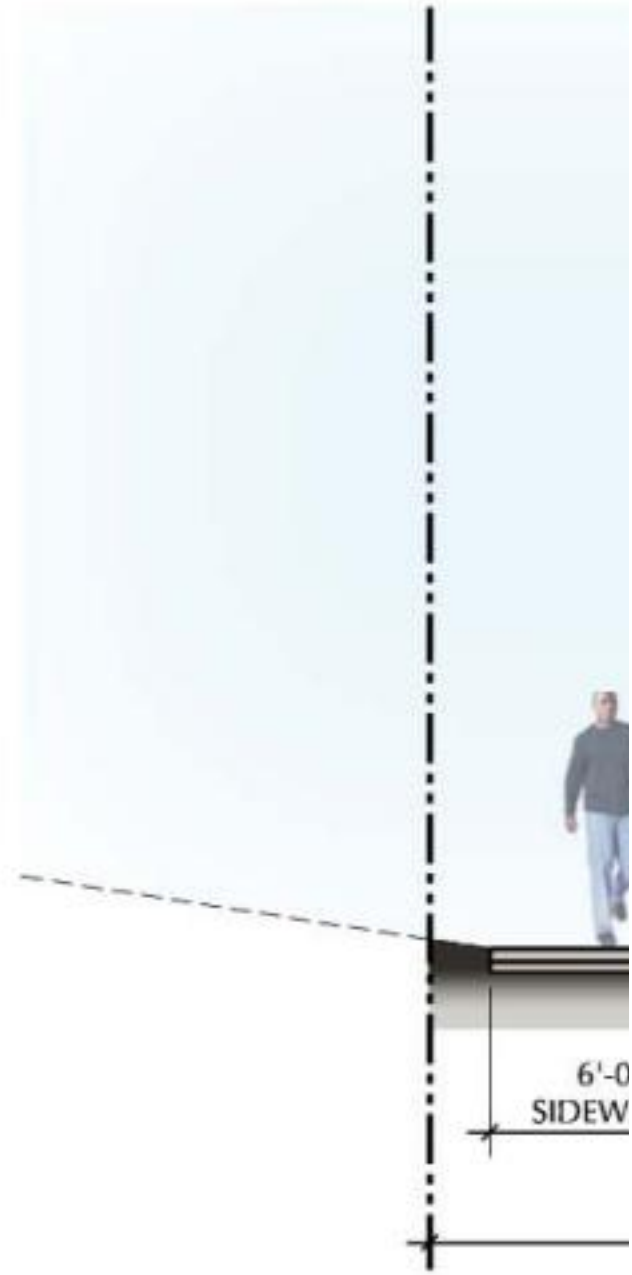
The Georgia Department of Transportation has approved the bids for the Dogwood Drive LCI Streetscape Project. Triscapes Inc. was the low bidder at $ 2,110,462.49. The total estimated construction cost including const. administration., oversight, and material testing services is $ 2,190,462.49. The federal contribution on this project is $ 1,750,000 and the remaining amount of $ 440,462.49 is the local share. Jack Burnside's cost is 80% reimbursable. The Dogwood project consits of new sidewalks, curb & gutter, share the road bicycle lanes, pedestrian lighting, street furniture, storm drain improvements and landscaping. Such improvements will improve the curb appeal and gateway features of the City leading into the new arts district and serve to help attract additional tourism within the City.

Documents:

DOGWOOD 3.PDF
DOGWOOD 4.PDF

6. Public Comments

7. Adjourn



EXISTINC

SCALE: 1/8" =

CONSTRUCTION AGREEMENT
Between
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
and
CITY OF HAPEVILLE

This Agreement, made and entered into this _____ day of _____ 2016, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and City of Hapeville, GEORGIA, hereinafter called the "SPONSOR."

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid Project which consists of the construction of Project SR 3 FROM CS 8028/SOUTH CENTRAL AVENUE TO CS 3118/NORTH AVENUE-LCI, P.I. 0010329, 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, 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 SR 3 FROM CS 8028/SOUTH CENTRAL AVENUE TO CS 3118/NORTH AVENUE-LCI, as set forth in Exhibit A, WORK PLAN, which is further defined by the PROJECT estimate sheets ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set forth herein.

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

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

The SPONSOR shall work with the Georgia Department of Transportation District 7 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; 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 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, Terms and Conditions.

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, TERMS AND CONDITIONS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE III
REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Federal Highway Administration, ("FHWA"), may at all reasonable times review and

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

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

ARTICLE IV
TIME OF PERFORMANCE

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

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

ARTICLE V
RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

ARTICLE VI
INSURANCE

Prior to beginning work, the SPONSOR shall obtain and where applicable cause its subcontractors to obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance:

A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.

B. Public Liability Insurance in an amount of not less than one hundred thousand dollars ($100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars ($300,000) on an account of any one occurrence.

C. Property Damage Insurance in an amount of not less than fifty thousand dollars ($50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars ($100,000).

D. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT.

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 Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D", BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is Two Million One Hundred Ninety Thousand Two Hundred Twelve and 78/100 Dollars($2,190,212.78). The total estimated cost of the PROJECT to be financed using FEDERAL program funds through the Georgia Department of Transportation is One Million Seven Hundred Fifty Thousand Dollars ($1,750,000.00), which is the total state/federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the state contribution. In no event shall the Federal contribution of the project exceed One Million Seven Hundred Fifty Thousand Dollars ($1,750,000.00), which is the DEPARTMENT'S maximum obligation.

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

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

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

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

ARTICLE VIII
FINAL PAYMENT

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

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

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

ARTICLE IX
CONTINGENT INTEREST

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

ARTICLE X
RIGHT OF FIRST REFUSAL

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

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

ARTICLE XI
SUBSTANTIAL CHANGES

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

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

ARTICLE XII
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such

material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

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

ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

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

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

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

ARTICLE XIV
TERMINATION

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

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an

element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed.

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 diskettes and printouts and other data prepared by of 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 Twelve percent (12%) 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 GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

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.

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

Recommended:

Department of Transportation

By:_____ (Seal)
Commissioner

Attest:

_____
Treasurer

City of Hapeville, Georgia

By:_____ (Seal)
Mayor Alan Hallman

Signed, sealed and delivered
This ____ day of _____,
2016, in the presence of:

_____
Witness

_____
Notary Public

This Agreement, approved by
City of Hapeville, the_____
day of _____, 2016

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 A

WORK PLAN

CITY OF HAPEVILLE

P.I. No. 0010329

SR 3 FROM CS 8028/SOUTH CENTRAL AVE TO CS 3118/NORTH AVE-LCI

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

1. Reconstruct curb & gutter drainage.
2. Reconstruct sidewalks.
3. Re-pave roadway.
4. Re-stripe roadway to add bicycle lanes.
5. Add pedestrian level decorative lighting.
6. Add landscaping and trees.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

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 (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).

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.
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). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal 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).

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

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

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 $10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated

for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

9. Disputes concerning labor standards. 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 he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 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.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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” 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:

(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.

2. 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. 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.

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

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 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.

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 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).

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 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 1, 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

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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.

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.

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.

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 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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.

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. 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 Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

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

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

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

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall 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 20).

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 an 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 represention 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.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

WORK PLAN

CITY OF HAPEVILLE

P.I. No. 0010329

SR 3 FROM CS 8028/SOUTH CENTRAL AVE TO CS 3118/NORTH AVE-LCI

Project work to begin within six months of receiving the approved signed contract and Notice to Proceed.

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

Award contract	September 16, 2016
Pre-construction Meeting	September 28, 2016
Construction NTP	September 30, 2016
Substantial Completion	July 31, 2017
Final Inspection	August 18, 2017
Punch List Complete	August 31, 2017
Project Completion	September 22, 2017

EXHIBIT D

CONSTRUCTION COST

CITY OF HAPEVILLE

P.I. No. 0010329

SR 3 FROM CS 8028/SOUTH CENTRAL AVE TO CS 3118/NORTH AVE-LCI

ROADWAY				TRI SCAPES, INC.	
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	Unit Price	**Total**
150-1000	TRAFFIC CONTROL - 0010329	LS	1	$ 69,237.00	**$ 69,237.00**
150-5010	TRAFFIC CONTROL, PORTABLE IMPACT ATTENUATOR	EA	2	$ 7,000.00	**$ 14,000.00**
163-0232	TEMPORARY GRASSING	AC	1	$ 966.00	**$ 966.00**
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	500	$ 1.08	**$ 540.00**
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	1,000	$ 4.00	**$ 4,000.00**
210-0100	GRADING COMPLETE - 0010329	LS	1	$ 463,068.26	**$ 463,068.26**
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	SY	477	$ 15.40	**$ 7,345.80**
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	330	$ 137.00	**$ 45,210.00**
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,036	$ 119.00	**$ 123,284.00**
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2,INCL BITUM MATL & H LIME	TN	78	$ 138.00	**$ 10,764.00**
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	590	$ 24.00	**$ 14,160.00**
441-0018	DRIVEWAY CONCRETE, 8 IN THICK	SY	231	$ 54.00	**$ 12,474.00**
441-0104	CONCRETE SIDEWALK, 4 IN	SY	1,500	$ 42.00	**$ 63,000.00**
441-0108	CONCRETE SIDEWALK, 8 IN	SY	66	$ 54.00	**$ 3,564.00**
441-5002	CONC HEADER CURB, 6 IN, TP 2 CONCRETE PLANTER	LF	3,014	$ 16.04	**$ 48,344.56**

EXHIBIT D continues

CONSTRUCTION COST

CITY OF HAPEVILLE

P.I. No. 0010329

SR 3 FROM CS 8028/SOUTH CENTRAL AVE TO CS 3118/NORTH AVE-LCI

441-5002	CONC HEADER CURB, 6 IN, TP 2	LF	4,675	$	16.04	**$**	**74,987.00**
441-6012	CONC CURB & GUTTER, 6 IN x 24 IN, TP 2	LF	83	$	20.00	**$**	**1,660.00**
500-3201	CL B CONC, RET WALL	CY	21	$	460.00	**$**	**9,660.00**
500-3800	CL A CONC, INCL REINF STEEL	CY	258	$	330.00	**$**	**85,140.00**
500-3900	CL B CONC, INCL REINF STEEL	CY	2	$	320.00	**$**	**640.00**
500-9999	CL B CONC, BASE OR PVMT WIDENING	CY	5	$	320.00	**$**	**1,600.00**
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	1,988	$	38.00	**$**	**75,544.00**
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	196	$	51.00	**$**	**9,996.00**
611-5551	RESET SIGN	EA	17	$	280.00	**$**	**4,760.00**
615-1200	DIRECTIONAL BORE-2 IN	LF	320	$	5.01	**$**	**1,603.20**
615-1200	DIRECTIONAL BORE - 7 IN	LF	130	$	6.00	**$**	**780.00**
620-0100	TEMPORARY BARRIER, METHOD NO. 1	LF	1,625	$	55.00	**$**	**89,375.00**
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	80	$	20.94	**$**	**1,675.20**
636-2070	GALV STEEL POSTS, TP 7	LF	120	$	9.60	**$**	**1,152.00**
639-3004	STEEL STRAIN POLE, TP IV-INCLUDING 35 FT AND 40 FT MAST ARMS	EA	1	$	10,848.00	**$**	**10,848.00**
639-3004	STEEL STRAIN POLE, TP IV, INCLUDING 40 FT MAST ARM	EA	1	$	12,936.00	**$**	**12,936.00**
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	314	$	4.00	**$**	**1,256.00**

EXHIBIT D continues

CONSTRUCTION COST

CITY OF HAPEVILLE

P.I. No. 0010329

SR 3 FROM CS 8028/SOUTH CENTRAL AVE TO CS 3118/NORTH AVE-LCI

647-1000	TRAFFIC SIGNAL INSTALLATION NO 1	LS	1	$ 73,398.00	**$ 73,398.00**
647-2120	PULL BOX, PB-2	EA	5	$ 1,794.00	**$ 8,970.00**
647-2130	PULL BOX, PB-3	EA	2	$ 486.00	**$ 972.00**
652-0094	PAVEMENT MARKING, SYMBOL, TP 4	EA	8	$ 62.40	**$ 499.20**
652-0100	PAVEMENT MARKING, RR-HWY CROSSING SYMBOL	EA	1	$ 273.00	**$ 273.00**
653-0105	PAVEMENT MARKING, BIKE SHARED LANE SYMBOL	EA	14	$ 109.56	**$ 1,533.84**
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	8	$ 97.20	**$ 777.60**
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	9	$ 108.00	**$ 972.00**
653-0140	THERMOPLASTIC PVMT MARKING, ARROW, TP 4	EA	6	$ 265.20	**$ 1,591.20**
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	2,640	$ 0.73	**$ 1,927.20**
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	3,920	$ 0.73	**$ 2,861.60**
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	150	$ 5.46	**$ 819.00**
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1,438	$ 2.74	**$ 3,940.12**
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	300	$ 0.66	**$ 198.00**
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	140	$ 5.62	**$ 786.80**

EXHIBIT D continues

CONSTRUCTION COST

CITY OF HAPEVILLE

P.I. No. 0010329

SR 3 FROM CS 8028/SOUTH CENTRAL AVE TO CS 3118/NORTH AVE-LCI

654-1001	RAISED PVMT MARKERS TP 1	EA	58	$	5.70	**$**	**330.60**
654-1003	RAISED PVMT MARKERS TP 3	EA	28	$	5.70	**$**	**159.60**
668-1105	CATCH BASIN, GP 1, SPECIAL DESIGN	EA	7	$	1,680.00	**$**	**11,760.00**
668-1115	CATCH BASIN, GP 1, ADDITIONAL DEPTH, SPECIAL DESIGN	LF	1	$	500.00	**$**	**500.00**
668-2100	DROP INLET, GP 1	EA	1	$	2,500.00	**$**	**2,500.00**
668-2110	DROP INLET, GP 1, ADDITIONAL DEPTH	LF	1	$	300.00	**$**	**300.00**
668-4300	STORM SEWER MANHOLE, TP 1	EA	18	$	1,750.00	**$**	**31,500.00**
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	LF	15	$	300.00	**$**	**4,500.00**
668-7000	DRIVEWAY GRATE INLET SPECIAL DESIGN PIPE SIZE	LF	288	$	220.00	**$**	**63,360.00**
681-3600	LIGHTING STD, SPCL DESIGN	EA	45	$	5,304.00	**$**	**238,680.00**
682-1405	CABLE, TP XHHW, AWG NO. 8	LF	18,750	$	0.98	**$**	**18,375.00**
682-6120	CONDUIT, RIGID, 2 IN	LF	550	$	15.00	**$**	**8,250.00**
682-6222	CONDUIT, NONMETAL, TP 2, 2 IN	LF	4,500	$	6.70	**$**	**30,150.00**
682-6233	CONDUIT, NONMETAL, TP 3, 2 IN	LF	350	$	13.08	**$**	**4,578.00**

EXHIBIT D continues

CONSTRUCTION COST

CITY OF HAPEVILLE

P.I. No. 0010329

SR 3 FROM CS 8028/SOUTH CENTRAL AVE TO CS 3118/NORTH AVE-LCI

682-6233	CONDUIT, NONMETAL, TP 3, 2 IN	LF	400	$	14.11	**$**	**5,644.00**
682-9010	SVC POLE RISER	EA	2	$	3,790.00	**$**	**7,580.00**
682-9021	ELECTRIC JUNCTION BOX, CONCRETE GROUND MOUNTED	EA	10	$	390.00	**$**	**3,900.00**
700-9300	SOD	SY	2,000	$	7.29	**$**	**14,580.00**
702-0102	BUXUS SEMPERVIRENS-KOREAN BOXWOOD	EA	237	$	85.00	**$**	**20,145.00**
702-0104	CERCIS CANADENSIS-EASTERN REDBUD	EA	23	$	571.00	**$**	**13,133.00**
702-0212	CRATAEGUS VIRIDIS-WINTER KING	EA	13	$	571.00	**$**	**7,423.00**
702-0555	LIQUIDAMBAR STYRACIFLUA-ROTUNUNDILOBA	EA	6	$	517.00	**$**	**3,102.00**
702-0570	LIRIOPE SPICATA-LIRIOPE	EA	1,392	$	5.00	**$**	**6,960.00**
900-0039	BRICK PAVERS-PEDESTRIAN	SF	4,290	$	13.00	**$**	**55,770.00**
900-0039	BRICK PAVERS-VEHICULAR	SF	13,948	$	13.00	**$**	**181,324.00**
926-2500	4G (LTE) CELLULAR ROUTER, TYPE B	EA	1	$	2,154.00	**$**	**2,154.00**
999-9999	TRASH RECEPTACLE	EA	7	$	1,495.00	**$**	**10,465.00**
	QUALITY ASSURANCE MATERIAL TESTING	LS	1	$	80,000.00	**$**	**80,000.00**

TOTAL	**$ 2,190,212.78**

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 the City of Hapeville whose address is 3468 North Fulton Avenue, Hapeville, Georgia 30354 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

APPENDICES

Appendix A	Sponsor Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix B	Certification of Department of Transportation - State of Georgia
Appendix C	Certification of SPONSOR

APPENDIX A

CITY OF HAPEVILLE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Mayor and duly authorized representative of the City of Hapeville, whose address is 3468 North Fulton Avenue, Hapeville, Georgia 30354, 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:

1) 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;

2) 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;

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 (b) of this certification; and,

4) 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.

5) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees

to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

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

Date _____ _____

(Seal)

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 DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

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 C

CERTIFICATION OF CITY OF HAPEVILLE

STATE OF GEORGIA

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

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

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

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

_____ _____

Date CITY OF HAPEVILLE MAYOR

Russell R. McMurry, P.E., Commissioner

GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

September 23, 2016
SR 3 from CS 8028/South Central Ave to CS 3118/North Ave-LCI
P.I. No. 0010329, Fulton County

Honorable Alan Hallman
Mayor of Hapeville
3468 North Fulton Avenue
Hapeville, Georgia 30354
Attn: Lee Suddath, Director of Community Services

Subject: **Construction Contract Agreement for Execution**

Dear Mayor Hallman,

This letter is being reissued to accept the recommendation from the City of Hapeville to award the low bid contractor, TriScapes, Inc., the contract for construction services for the above referenced project. In addition, per the signed local letting approval form, the City of Hapeville is responsible for Construction Inspection & Materials. The Department will cover construction oversight through an internal fund source.

Attached are four (4) copies of the Local Let Construction Agreement for the above referenced project. Please execute each contract where indicated, provide the appropriate title and address where indicated. Once the Department has received the check and four signed originals of the contract agreement (please include four original copies of the Georgia Security and Immigration Compliance Act Affidavit) the Department will execute the Contract and issue the City of Hapeville a Notice to Proceed to Construction.

Please contact Timothy Evans at 404-631-1555 or at tievans@dot.ga.gov should you have any questions or concerns.

Sincerely,

Albert Shelby

Albert V. Shelby, III
State Program Delivery Administrator

KWN PBE TE
AVS:KWN:PBE:TE
Cc: Kathy Zahul, District 7 Engineer
Attachments

ALAN HALLMAN
MAYOR

RUTH BARR
ALDERMAN AT LARGE

MICHAEL RANDMAN
COUNCILMAN AT LARGE

JOSHUA POWELL
COUNCILMAN WARD I

DIANE DIMMICK
COUNCILMAN WARD II

August 15, 2016

Mr. Tim Evans, Project Manager
Georgia Department of Transportation
Office of Program Delivery
600 W. Peachtree St. N.W., 25th Floor
Atlanta, Georgia 30308

Re: Bid Results
P.I. # 0010329, Fulton County
Dogwood Drive Streetscape Project

Dear Mr. Evans:

On behalf of the project sponsor, the City of Hapeville I am forwarding the enclosed copy of the low bid for review and approval. The city received five (5) bids:

	Total Bid	DBE (12% Goal)	Total w/Alternate
1. TriScapes, Inc.	$1,804,650.14	$259,954.24 (14.4%)	$2,110,462.49
2. Georgia Development Partners, LLC	$1,889,200.37	$259,836.44 (13.7%)	$2,159,669.47
3. BRTU Construction, Inc.	$1,992,612.00	$1,195,000.00 (59.9%)	$2,293,662.00
4. Tople Construction & Engineering, Inc.	$2,328,372.00	$292,407.64 (12.5%)	$2,602,482.00
5. Glosson Enterprises, LLC	$2,338,623.00	$281,463.14 (12.0%)	$2,649,713.00

The City of Hapeville hereby recommends the Department approve the low bid and proposed contract with TriScapes, Inc., including the pedestrian lighting alternate, in the amount of $2,110,462.49. The city anticipates construction administration, oversight and materials testing services to amount to approximately $80,000.00. Therefore, the total construction phase costs are anticipated to be $2,190,462.49.

In addition to the enclosed copy of the TriScapes, Inc. bid submittal, I am forwarding the bid tabulation prepared by Keck & Wood, Inc.

If you have any questions or concerns regarding the bids please call me at (404)669-2120 or Project Administrator Jack Burnside at (770)241-8677.

Sincerely,

Lee Sudduth,
Director of Community Services

Enclosures: Bid tabulation prepared by Keck & Wood
Copy of low bid submittal, including DBE Goals Form
Bid results (as recorded at bid opening)

BID TABULATION
DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS P.I.# 0010329
CITY OF HAPEVILLE, GEORGIA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
AT HAPVEILLE CITY HALL
11:00 A.M., LOCAL TIME, AUGUST 4, 2016

				BIDDER NO. 1 Tri Scapes, Inc. 1595 Peachtree Parkway Suite 204-396 Cumming, Georgia 30041		BIDDER NO. 2 Georgia Development Partners, LLC 300 Galleria Parkway SE, Suite 310 Atlanta, Georgia 30339	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
150-1000	TRAFFIC CONTROL - 0010329	1	LS	$69,237.00	$69,237.00	$46,143.75	$46,143.75
150-5010	TRAF CTRL,PORTABLE IMPACT ATTN -	2	EA	$7,000.00	$14,000.00	$18,975.00	$37,950.00
163-0232	TEMPORARY GRASSING -	1	AC	$966.00	$966.00	$1,092.50	$1,092.50
165-0030	MAINT OF TEMP SILT FENCE, TP C -	500	LF	$1.08	$540.00	$1.78	$890.00
171-0030	TEMPORARY SILT FENCE, TYPE C -	1,000	LF	$4.00	$4,000.00	$3.51	$3,510.00
210-0100	GRADING COMPLETE - 0010329	1	LS	$463,068.26	$463,068.26	$537,419.15	$537,419.15
310-5060	GR AGGR BS CRS 6IN INCL MATL -	477	SY	$15.40	$7,345.80	$17.83	$8,504.91
402-1812	RECYL AC LEVELING,INC BM&HL -	330	TN	$137.00	$45,210.00	$132.25	$43,642.50
402-3130	RECYL AC 12.5MM SP,GP2,BM&HL -	1,036	TN	$119.00	$123,284.00	$115.00	$119,140.00
402-3190	RECYL AC 19 MM SP,GP 1 OR 2 ,INC BM&HL	78	TN	$138.00	$10,764.00	$126.50	$9,867.00
432-5010	MILL ASPH CONC PVMT,VARB DEPTH -	590	SY	$24.00	$14,160.00	$14.38	$8,484.20 *
441-0018	DRIVEWAY CONCRETE, 8 IN TK -	231	SY	$54.00	$12,474.00	$55.71	$12,869.01
441-0104	CONC SIDEWALK, 4 IN -	1,500	SY	$42.00	$63,000.00	$31.74	$47,610.00
441-0108	CONC SIDEWALK, 8 IN -	66	SY	$54.00	$3,564.00	$55.71	$3,676.86
441-5002	CONC HEADER CURB, 6", TP 2 CONCRETE PLANTER	3,014	LF	$16.04	$48,344.56 *	$15.05	$45,360.70
441-5002	CONC HEADER CURB, 6", TP 2 -	4,675	LF	$16.04	$74,987.00 *	$13.90	$64,982.50
441-6012	CONC CURB & GUTTER/ 6"X24"TP2 -	83	LF	$20.00	$1,660.00	$15.88	$1,318.04
500-3201	CL B CONC, RET WALL -	21	CY	$460.00	$9,660.00	$690.00	$14,490.00
500-3800	CL A CONC, INCL REINF STEEL -	258	CY	$330.00	$85,140.00	$287.50	$74,175.00
500-3900	CL B CONC, INCL REINF STEEL -	2	CY	$320.00	$640.00	$460.00	$920.00
500-9999	CL B CONC,BASE OR PVMT WIDEN -	5	CY	$320.00	$1,600.00	$253.00	$1,265.00
550-1180	STM DR PIPE 18",H 1-10 -	1,988	LF	$38.00	$75,544.00	$63.25	$125,741.00
550-1240	STM DR PIPE 24",H 1-10 -	196	LF	$51.00	$9,996.00	$69.00	$13,524.00
611-5551	RESET SIGN -	17	EA	$280.00	$4,760.00	$230.00	$3,910.00
615-1200	DIRECTIONAL BORE - 7 IN	130	LF	$6.00	$780.00	$5.52	$717.60
620-0100	TEMP BARRIER, METHOD NO. 1 -	1,625	LF	$55.00	$89,375.00	$57.50	$93,437.50
636-1033	HWY SIGNS, TP1MAT,REFL SH TP 9 -	80	SF	$20.94	$1,675.20	$20.07	$1,605.60
636-2070	GALV STEEL POSTS, TP 7 -	120	LF	$9.60	$1,152.00	$9.78	$1,173.60
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 35FT AND 40FT MAST ARMS	1	EA	$10,848.00	$10,848.00	$10,396.00	$10,396.00
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 40FT MAST ARM	1	EA	$12,936.00	$12,936.00	$12,397.00	$12,397.00
643-8200	BARRIER FENCE (ORANGE), 4 FT -	314	LF	$4.00	$1,256.00	$1.44	$452.16
647-1000	TRAF SIGNAL INSTALLATION NO - 1	1	LS	$73,398.00	$73,398.00	$70,339.75	$70,339.75
647-2120	PULL BOX, PB-2 -	5	EA	$1,794.00	$8,970.00	$1,719.25	$8,596.25
647-2130	PULL BOX, PB-3 -	2	EA	$486.00	$972.00	$465.75	$931.50
652-0100	PAVEMENT MARKING,RR-HWY X SYM -	1	EA	$273.00	$273.00	$261.63	$261.63
652-0094	PVMT MARKING, SYMBOL, TP 4 -	8	EA	$62.40	$499.20	$59.80	$478.40
653-0105	PAVEMENT MARKING, BIKE SHARED LN SYM -	14	EA	$109.56	$1,533.84	$105.00	$1,470.00
653-0110	THERM PVMT MARK, ARROW, TP 1 -	8	EA	$97.20	$777.60	$93.15	$745.20
653-0120	THERM PVMT MARK, ARROW, TP 2 -	9	EA	$108.00	$972.00	$103.50	$931.50

BID TABULATION
DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS P.I.# 0010329
CITY OF HAPEVILLE, GEORGIA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
AT HAPVEILLE CITY HALL
11:00 A.M., LOCAL TIME, AUGUST 4, 2016

				BIDDER NO. 1 Tri Scapes, Inc. 1595 Peachtree Parkway Suite 204-396 Cumming, Georgia 30041		BIDDER NO. 2 Georgia Development Partners, LLC 300 Galleria Parkway SE, Suite 310 Atlanta, Georgia 30339	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
653-0140	THERM PVMT MARK, ARROW, TP 4 -	6	EA	$265.20	$1,591.20	$254.15	$1,524.90
653-1501	THERMO SOLID TRAF ST 5 IN, WHI -	2,640	LF	$0.73	$1,927.20 *	$0.71	$1,874.40
653-1502	THERMO SOLID TRAF ST, 5 IN YEL -	3,920	LF	$0.73	$2,861.60 *	$0.71	$2,783.20
653-1704	THERM SOLID TRAF STRIPE,24",WH -	150	LF	$5.46	$819.00	$5.38	$807.00
653-1804	THERM SOLID TRAF STRIPE, 8",WH -	1,438	LF	$2.74	$3,940.12 *	$2.65	$3,810.70
653-3501	THERMO SKIP TRAF ST, 5 IN, WHI -	300	GLF	$0.66	$198.00	$0.63	$189.00
653-6006	THERM TRAF STRIPING, YELLOW -	140	SY	$5.62	$786.80 *	$5.38	$753.20
654-1001	RAISED PVMT MARKERS TP 1 -	58	EA	$5.70	$330.60	$5.46	$316.68
654-1003	RAISED PVMT MARKERS TP 3 -	28	EA	$5.70	$159.60	$5.46	$152.88
668-1105	CATCH BASIN, GP 1, SPCL DES -	7	EA	$1,680.00	$11,760.00	$3,047.50	$21,332.50
668-2100	DROP INLET, GP 1 -	1	EA	$2,500.00	$2,500.00	$2,587.50	$2,587.50
668-4300	STORM SEW MANHOLE, TP 1 -	18	EA	$1,750.00	$31,500.00	$2,242.50	$40,365.00 *
668-1115	CATCH BASIN,GP 1,A DEP,SP DES -	1	LF	$500.00	$500.00	$178.25	$178.25
668-2110	DROP INLET, GP 1, ADDL DEPTH -	1	LF	$300.00	$300.00	$178.25	$178.25
668-4311	ST SEW MANHOLE,TP 1,A DEP,CL 1 -	15	LF	$300.00	$4,500.00	$178.25	$2,673.75
668-7000	DRWAY GRATE INLET SP D PIP SZ- -	288	LF	$220.00	$63,360.00	$126.50	$36,432.00
682-6120	CONDUIT, RIGID, 2 IN -	550	LF	$15.00	$8,250.00	$14.09	$7,749.50
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	350	LF	$13.08	$4,578.00	$12.54	$4,389.00
700-9300	SOD -	2,000	SY	$7.29	$14,580.00 *	$6.90	$13,800.00
702-0102	BUXUS SEMPERVIRENS - KOREAN BOXWOOD	237	EA	$85.00	$20,145.00	$32.76	$7,764.12
702-0140	CERCIS CANADENSIS - EASTERN REDBUD	23	EA	$571.00	$13,133.00	$999.35	$22,985.05
702-0212	CRATAEGUS VIRIDIS - WINTER KING	13	EA	$571.00	$7,423.00	$999.35	$12,991.55
702-0555	LIQUIDAMBAR STYRACIFLUA - ROTUNUNDILOBA	6	EA	$517.00	$3,102.00 *	$948.75	$5,692.50
702-0570	LIRIOPE SPICATA - LIRIOPE	1,392	EA	$5.00	$6,960.00	$5.57	$7,753.44
900-0039	BRICK PAVERS PEDESTRIAN -	4,290	SF	$13.00	$55,770.00	$12.08	$51,823.20
900-0039	BRICK PAVERS VEHICULAR -	13,948	SF	$13.00	$181,324.00	$13.63	$190,111.24
926-2500	4G (LTE) CELLULAR ROUTER, TYPE B	1	EA	$2,154.00	$2,154.00	$2,064.25	$2,064.25
999-9999	TRASH RECEPTACLE	7	EA	$1,495.00	$10,465.00	$2,242.50	$15,697.50
	TOTAL BASE BID AMOUNT				$1,804,280.58 *		$1,889,200.37
681-3600	LIGHTING STD, SPCL DES - COMPLETE	45	EA	$5,304.00	$238,680.00	$4,692.00	$211,140.00
682-9010	SVC POLE RISER -	2	EA	$3,790.00	$7,580.00	$3,352.25	$6,704.50
682-1405	CABLE, TP XHHW, AWG NO 8 -	18,750	LF	$0.98	$18,375.00 *	$0.86	$16,125.00
682-9021	ELEC JCT BX,CONC GRD MOUNTED -	10	EA	$390.00	$3,900.00	$345.00	$3,450.00
615-1200	DIRECTIONAL BORE - 2 IN	320	LF	$5.01	$1,603.20 *	$4.43	$1,417.60
682-6222	CONDUIT, NONMETL, TP 2, 2 IN -	4,500	LF	$6.70	$30,150.00 *	$5.92	$26,640.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	400	LF	$14.11	$5,644.00 *	$12.48	$4,992.00
	TOTAL ALTERNATE "A" BID AMOUNT				$305,932.20 *		$270,469.10
	BID BOND				5%		5%
	NOTE REFERENCE				(1) (2) (4) (5) (6)		(1) (2) (4) (5) (6)

BID TABULATION
DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS P.I.# 0010329
CITY OF HAPEVILLE, GEORGIA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
AT HAPVEILLE CITY HALL
11:00 A.M., LOCAL TIME, AUGUST 4, 2016

				BIDDER NO. 3 BRTU Construction, Inc. 6105 Lees Mill Road Forest Park, Georgia 30297		BIDDER NO. 4 Tople Construction & Engineering, Inc. 792 Donald Lee Hollowell Parkway Atlanta, Georgia 30318	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
150-1000	TRAFFIC CONTROL - 0010329	1	LS	$106,830.00	$106,830.00	$143,000.00	$143,000.00
150-5010	TRAF CTRL,PORTABLE IMPACT ATTN -	2	EA	$8,000.00	$16,000.00	$10,000.00	$20,000.00
163-0232	TEMPORARY GRASSING -	1	AC	$1,100.00	$1,100.00	$1,000.00	$1,000.00
165-0030	MAINT OF TEMP SILT FENCE, TP C -	500	LF	$2.00	$1,000.00	$5.00	$2,500.00
171-0030	TEMPORARY SILT FENCE, TYPE C -	1,000	LF	$3.50	$3,500.00	$4.25	$4,250.00
210-0100	GRADING COMPLETE - 0010329	1	LS	$409,310.00	$409,310.00	$743,000.00	$743,000.00
310-5060	GR AGGR BS CRS 6IN INCL MATL -	477	SY	$15.00	$7,155.00	$25.00	$11,925.00
402-1812	RECYL AC LEVELING,INC BM&HL -	330	TN	$110.00	$36,300.00	$105.00	$34,650.00
402-3130	RECYL AC 12.5MM SP,GP2,BM&HL -	1,036	TN	$110.00	$113,960.00	$105.00	$108,780.00
402-3190	RECYL AC 19 MM SP,GP 1 OR 2 ,INC BM&HL	78	TN	$140.00	$10,920.00	$100.00	$7,800.00
432-5010	MILL ASPH CONC PVMT,VARB DEPTH -	590	SY	$16.00	$9,440.00	$20.00	$11,800.00
441-0018	DRIVEWAY CONCRETE, 8 IN TK -	231	SY	$65.00	$15,015.00	$72.00	$16,632.00
441-0104	CONC SIDEWALK, 4 IN -	1,500	SY	$40.00	$60,000.00	$81.00	$121,500.00
441-0108	CONC SIDEWALK, 8 IN -	66	SY	$50.00	$3,300.00	$81.00	$5,346.00
441-5002	CONC HEADER CURB, 6", TP 2 CONCRETE PLANTER	3,014	LF	$16.00	$48,224.00	$20.00	$60,280.00
441-5002	CONC HEADER CURB, 6", TP 2 -	4,675	LF	$15.00	$70,125.00	$17.00	$79,475.00
441-6012	CONC CURB & GUTTER/ 6"X24"TP2 -	83	LF	$20.00	$1,660.00	$25.00	$2,075.00
500-3201	CL B CONC, RET WALL -	21	CY	$700.00	$14,700.00	$500.00	$10,500.00
500-3800	CL A CONC, INCL REINF STEEL -	258	CY	$500.00	$129,000.00	$450.00	$116,100.00
500-3900	CL B CONC, INCL REINF STEEL -	2	CY	$1,000.00	$2,000.00	$2,500.00	$5,000.00
500-9999	CL B CONC,BASE OR PVMT WIDEN -	5	CY	$450.00	$2,250.00	$250.00	$1,250.00
550-1180	STM DR PIPE 18",H 1-10 -	1,988	LF	$75.00	$149,100.00	$50.00	$99,400.00
550-1240	STM DR PIPE 24",H 1-10 -	196	LF	$100.00	$19,600.00	$60.00	$11,760.00
611-5551	RESET SIGN -	17	EA	$180.00	$3,060.00	$370.00	$6,290.00
615-1200	DIRECTIONAL BORE - 7 IN	130	LF	$8.00	$1,040.00	$6.00	$780.00
620-0100	TEMP BARRIER, METHOD NO. 1 -	1,625	LF	$35.00	$56,875.00	$40.00	$65,000.00
636-1033	HWY SIGNS, TP1MAT,REFL SH TP 9 -	80	SF	$25.00	$2,000.00	$20.00	$1,600.00
636-2070	GALV STEEL POSTS, TP 7 -	120	LF	$25.00	$3,000.00	$10.00	$1,200.00
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 35FT AND 40FT MAST ARMS	1	EA	$11,500.00	$11,500.00	$10,400.00	$10,400.00
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 40FT MAST ARM	1	EA	$13,500.00	$13,500.00	$12,400.00	$12,400.00
643-8200	BARRIER FENCE (ORANGE), 4 FT -	314	LF	$2.00	$628.00	$5.00	$1,570.00
647-1000	TRAF SIGNAL INSTALLATION NO - 1	1	LS	$78,000.00	$78,000.00	$70,400.00	$70,400.00
647-2120	PULL BOX, PB-2 -	5	EA	$1,900.00	$9,500.00	$1,720.00	$8,600.00
647-2130	PULL BOX, PB-3 -	2	EA	$4,700.00	$9,400.00	$470.00	$940.00
652-0100	PAVEMENT MARKING,RR-HWY X SYM -	1	EA	$600.00	$600.00	$265.00	$265.00
652-0094	PVMT MARKING, SYMBOL, TP 4 -	8	EA	$290.00	$2,320.00	$65.00	$520.00
653-0105	PAVEMENT MARKING, BIKE SHARED LN SYM -	14	EA	$400.00	$5,600.00	$105.00	$1,470.00
653-0110	THERM PVMT MARK, ARROW, TP 1 -	8	EA	$115.00	$920.00	$94.00	$752.00
653-0120	THERM PVMT MARK, ARROW, TP 2 -	9	EA	$115.00	$1,035.00	$104.00	$936.00

BID TABULATION
DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS P.I.# 0010329
CITY OF HAPEVILLE, GEORGIA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
AT HAPVEILLE CITY HALL
11:00 A.M., LOCAL TIME, AUGUST 4, 2016

				BIDDER NO. 3 BRTU Construction, Inc. 6105 Lees Mill Road Forest Park, Georgia 30297		BIDDER NO. 4 Tople Construction & Engineering, Inc. 792 Donald Lee Hollowell Parkway Atlanta, Georgia 30318	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
653-0140	THERM PVMT MARK, ARROW, TP 4 -	6	EA	$460.00	$2,760.00	$256.00	$1,536.00
653-1501	THERMO SOLID TRAF ST 5 IN, WHI -	2,640	LF	$0.90	$2,376.00	$1.00	$2,640.00
653-1502	THERMO SOLID TRAF ST, 5 IN YEL -	3,920	LF	$0.90	$3,528.00	$1.00	$3,920.00
653-1704	THERM SOLID TRAF STRIPE,24",WH -	150	LF	$9.00	$1,350.00	$6.00	$900.00
653-1804	THERM SOLID TRAF STRIPE, 8",WH -	1,438	LF	$3.00	$4,314.00	$3.00	$4,314.00
653-3501	THERMO SKIP TRAF ST, 5 IN, WHI -	300	GLF	$1.00	$300.00	$1.00	$300.00
653-6006	THERM TRAF STRIPING, YELLOW -	140	SY	$6.00	$840.00	$6.00	$840.00
654-1001	RAISED PVMT MARKERS TP 1 -	58	EA	$6.00	$348.00	$6.00	$348.00
654-1003	RAISED PVMT MARKERS TP 3 -	28	EA	$6.00	$168.00	$6.00	$168.00
668-1105	CATCH BASIN, GP 1, SPCL DES -	7	EA	$6,000.00	$42,000.00	$3,500.00	$24,500.00
668-2100	DROP INLET, GP 1 -	1	EA	$6,000.00	$6,000.00	$4,200.00	$4,200.00
668-4300	STORM SEW MANHOLE, TP 1 -	18	EA	$5,000.00	$90,000.00	$2,400.00	$43,200.00
668-1115	CATCH BASIN,GP 1,A DEP,SP DES -	1	LF	$350.00	$350.00	$450.00	$450.00
668-2110	DROP INLET, GP 1, ADDL DEPTH -	1	LF	$350.00	$350.00	$450.00	$450.00
668-4311	ST SEW MANHOLE,TP 1,A DEP,CL 1 -	15	LF	$350.00	$5,250.00	$500.00	$7,500.00
668-7000	DRWAY GRATE INLET SP D PIP SZ- -	288	LF	$200.00	$57,600.00	$250.00	$72,000.00
682-6120	CONDUIT, RIGID, 2 IN -	550	LF	$15.50	$8,525.00	$14.50	$7,975.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	350	LF	$14.00	$4,900.00	$13.00	$4,550.00
700-9300	SOD -	2,000	SY	$8.50	$17,000.00	$13.50	$27,000.00
702-0102	BUXUS SEMPERVIRENS - KOREAN BOXWOOD	237	EA	$50.00	$11,850.00	$87.00	$20,619.00
702-0140	CERCIS CANADENSIS - EASTERN REDBUD	23	EA	$250.00	$5,750.00	$700.00	$16,100.00
702-0212	CRATAEGUS VIRIDIS - WINTER KING	13	EA	$250.00	$3,250.00	$780.00	$10,140.00
702-0555	LIQUIDAMBAR STYRACIFLUA - ROTUNUNDILOBA	6	EA	$800.00	$4,800.00	$780.00	$4,680.00
702-0570	LIRIOPE SPICATA - LIRIOPE	1,392	EA	$40.00	$55,680.00	$10.00	$13,920.00
900-0039	BRICK PAVERS PEDESTRIAN -	4,290	SF	$12.00	$51,480.00	$17.00	$72,930.00
900-0039	BRICK PAVERS VEHICULAR -	13,948	SF	$12.00	$167,376.00	$12.00	$167,376.00
926-2500	4G (LTE) CELLULAR ROUTER, TYPE B	1	EA	$2,400.00	$2,400.00	$2,070.00	$2,070.00
999-9999	TRASH RECEPTACLE	7	EA	$1,800.00	$12,600.00	$1,800.00	$12,600.00
	TOTAL BASE BID AMOUNT				$1,992,612.00		$2,328,372.00
681-3600	LIGHTING STD, SPCL DES - COMPLETE	45	EA	$5,200.00	$234,000.00	$4,700.00	$211,500.00
682-9010	SVC POLE RISER -	2	EA	$3,800.00	$7,600.00	$3,360.00	$6,720.00
682-1405	CABLE, TP XHHW, AWG NO 8 -	18,750	LF	$1.00	$18,750.00	$1.00	$18,750.00
682-9021	ELEC JCT BX,CONC GRD MOUNTED -	10	EA	$380.00	$3,800.00	$350.00	$3,500.00
615-1200	DIRECTIONAL BORE - 2 IN	320	LF	$5.00	$1,600.00	$4.50	$1,440.00
682-6222	CONDUIT, NONMETL, TP 2, 2 IN -	4,500	LF	$6.60	$29,700.00	$6.00	$27,000.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	400	LF	$14.00	$5,600.00	$13.00	$5,200.00
	TOTAL ALTERNATE "A" BID AMOUNT				$301,050.00		$274,110.00
	BID BOND				5%		5%
	NOTE REFERENCE				(1) (2) (4) (5) (6)		(1) (2) (4) (5) (6)

BID TABULATION
DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS P.I.# 0010329
CITY OF HAPEVILLE, GEORGIA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
AT HAPVEILLE CITY HALL
11:00 A.M., LOCAL TIME, AUGUST 4, 2016

				BIDDER NO. 5 Glosson Enterprises, LLC P.O. Box 787 Acworth, Georgia 30101	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
150-1000	TRAFFIC CONTROL - 0010329	1	LS	-	-
150-5010	TRAF CTRL,PORTABLE IMPACT ATTN -	2	EA	-	-
163-0232	TEMPORARY GRASSING -	1	AC	-	-
165-0030	MAINT OF TEMP SILT FENCE, TP C -	500	LF	-	-
171-0030	TEMPORARY SILT FENCE, TYPE C -	1,000	LF	-	-
210-0100	GRADING COMPLETE - 0010329	1	LS	-	-
310-5060	GR AGGR BS CRS 6IN INCL MATL -	477	SY	-	-
402-1812	RECYL AC LEVELING,INC BM&HL -	330	TN	-	-
402-3130	RECYL AC 12.5MM SP,GP2,BM&HL -	1,036	TN	-	-
402-3190	RECYL AC 19 MM SP,GP 1 OR 2 ,INC BM&HL	78	TN	-	-
432-5010	MILL ASPH CONC PVMT,VARB DEPTH -	590	SY	-	-
441-0018	DRIVEWAY CONCRETE, 8 IN TK -	231	SY	-	-
441-0104	CONC SIDEWALK, 4 IN -	1,500	SY	-	-
441-0108	CONC SIDEWALK, 8 IN -	66	SY	-	-
441-5002	CONC HEADER CURB, 6", TP 2 CONCRETE PLANTER	3,014	LF	-	-
441-5002	CONC HEADER CURB, 6", TP 2 -	4,675	LF	-	-
441-6012	CONC CURB & GUTTER/ 6"X24"TP2 -	83	LF	-	-
500-3201	CL B CONC, RET WALL -	21	CY	-	-
500-3800	CL A CONC, INCL REINF STEEL -	258	CY	-	-
500-3900	CL B CONC, INCL REINF STEEL -	2	CY	-	-
500-9999	CL B CONC,BASE OR PVMT WIDEN -	5	CY	-	-
550-1180	STM DR PIPE 18",H 1-10 -	1,988	LF	-	-
550-1240	STM DR PIPE 24",H 1-10 -	196	LF	-	-
611-5551	RESET SIGN -	17	EA	-	-
615-1200	DIRECTIONAL BORE - 7 IN	130	LF	-	-
620-0100	TEMP BARRIER, METHOD NO. 1 -	1,625	LF	-	-
636-1033	HWY SIGNS, TP1MAT,REFL SH TP 9 -	80	SF	-	-
636-2070	GALV STEEL POSTS, TP 7 -	120	LF	-	-
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 35FT AND 40FT MAST ARMS	1	EA	-	-
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 40FT MAST ARM	1	EA	-	-
643-8200	BARRIER FENCE (ORANGE), 4 FT -	314	LF	-	-
647-1000	TRAF SIGNAL INSTALLATION NO - 1	1	LS	-	-
647-2120	PULL BOX, PB-2 -	5	EA	-	-
647-2130	PULL BOX, PB-3 -	2	EA	-	-
652-0100	PAVEMENT MARKING,RR-HWY X SYM -	1	EA	-	-
652-0094	PVMT MARKING, SYMBOL, TP 4 -	8	EA	-	-
653-0105	PAVEMENT MARKING, BIKE SHARED LN SYM -	14	EA	-	-
653-0110	THERM PVMT MARK, ARROW, TP 1 -	8	EA	-	-
653-0120	THERM PVMT MARK, ARROW, TP 2 -	9	EA	-	-

BID TABULATION
DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS P.I.# 0010329
CITY OF HAPEVILLE, GEORGIA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
AT HAPVEILLE CITY HALL
11:00 A.M., LOCAL TIME, AUGUST 4, 2016

				BIDDER NO. 5 Glosson Enterprises, LLC P.O. Box 787 Acworth, Georgia 30101	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
653-0140	THERM PVMT MARK, ARROW, TP 4 -	6	EA	-	-
653-1501	THERMO SOLID TRAF ST 5 IN, WHI -	2,640	LF	-	-
653-1502	THERMO SOLID TRAF ST, 5 IN YEL -	3,920	LF	-	-
653-1704	THERM SOLID TRAF STRIPE,24",WH -	150	LF	-	-
653-1804	THERM SOLID TRAF STRIPE, 8",WH -	1,438	LF	-	-
653-3501	THERMO SKIP TRAF ST, 5 IN, WHI -	300	GLF	-	-
653-6006	THERM TRAF STRIPING, YELLOW -	140	SY	-	-
654-1001	RAISED PVMT MARKERS TP 1 -	58	EA	-	-
654-1003	RAISED PVMT MARKERS TP 3 -	28	EA	-	-
668-1105	CATCH BASIN, GP 1, SPCL DES -	7	EA	-	-
668-2100	DROP INLET, GP 1 -	1	EA	-	-
668-4300	STORM SEW MANHOLE, TP 1 -	18	EA	-	-
668-1115	CATCH BASIN,GP 1,A DEP,SP DES -	1	LF	-	-
668-2110	DROP INLET, GP 1, ADDL DEPTH -	1	LF	-	-
668-4311	ST SEW MANHOLE,TP 1,A DEP,CL 1 -	16	LF	-	-
668-7000	DRWAY GRATE INLET SP D PIP SZ- -	288	LF	-	-
682-6120	CONDUIT, RIGID, 2 IN -	550	LF	-	-
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	350	LF	-	-
700-9300	SOD -	2,000	SY	-	-
702-0102	BUXUS SEMPERVIRENS - KOREAN BOXWOOD	237	EA	-	-
702-0140	CERCIS CANADENSIS - EASTERN REDBUD	23	EA	-	-
702-0212	CRATAEGUS VIRIDIS - WINTER KING	13	EA	-	-
702-0555	LIQUIDAMBAR STYRACIFLUA - ROTUNUNDILOBA	6	EA	-	-
702-0570	LIRIOPE SPICATA - LIRIOPE	1,392	EA	-	-
900-0039	BRICK PAVERS PEDESTRIAN -	4,290	SF	-	-
900-0039	BRICK PAVERS VEHICULAR -	13,948	SF	-	-
926-2500	4G (LTE) CELLULAR ROUTER, TYPE B	1	EA	-	-
999-9999	TRASH RECEPTACLE	7	EA	-	-
	TOTAL BASE BID AMOUNT				$2,338,623.00
681-3600	LIGHTING STD, SPCL DES - COMPLETE	45	EA	-	-
682-9010	SVC POLE RISER -	2	EA	-	-
682-1405	CABLE, TP XHHW, AWG NO 8 -	18,750	LF	-	-
682-9021	ELEC JCT BX,CONC GRD MOUNTED -	10	EA	-	-
615-1200	DIRECTIONAL BORE - 2 IN	320	LF	-	-
682-6222	CONDUIT, NONMETL, TP 2, 2 IN -	4,500	LF	-	-
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	400	LF	-	-
	TOTAL ALTERNATE "A" BID AMOUNT				$311,090.00
	BID BOND				5%
	NOTE REFERENCE				(1) (2) (3) (4) (5) (6)

BID TABULATION
DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS P.I.# 0010329
CITY OF HAPEVILLE, GEORGIA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
AT HAPVEILLE CITY HALL
11:00 A.M., LOCAL TIME, AUGUST 4, 2016
NOTES:

* DENOTES CORRECTED VALUE

(1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/16).
(2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1.
(3) BIDDER DID NOT PROVIDE UNIT PRICES.
(4) BIDDER IS A REGISTERED SUBCONTRACTOR OR PRE-QUALIFIED WITH THE GEORGIA DEPARTMENT OF TRANSPORT
(5) BIDDER SUBMITTED THE SIGNED FEDERAL-AID CERTIFICATION FORM.
(6) BIDDER SUBMITTED THE DBE GOALS FORM.

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME AND PLACE STATED ABOVE. BIDS WERE SEALED WHEN RECEIVED AND OPENED AND READ IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.

8/10/16

KECK & WOOD, INC. DATE

HAPEVILLE - DOGWOOD DRIVE BIKE/PED IMPROVEMENTS					Page 1 of 1
P.I.# 0010329, Fulton County			Bid Opening 8/4/16 @ 11:00 am		
Company Name	Base Bid	Ad Alternate (Pedestrian Lights)	DBE Goals Amount (12%)	E-Verify	Bid Bond
BRTU CONSTRUCTION, INC. (12824) 6105 LEE'S MILL ROAD FOREST PARK, GA 30297	1,992,612.00	301,050.00	1,195,000.00 (59.9%)	X	X
TRI SCAPES, INC. (2TR550) 1595 PEACHTREE PKWY., STE.204, PMB396, CUMMING, GA 30041-9583	1,804,650.14	305,812.35	259,954.24 (14.4%)	X	X
TOPLE CONSTRUCTION & ENGINEERING, INC. (2TO775) 792 DONALD LEE HOLLOWELL PKWY., N.W. ATLANTA, GA 30318-6746	2,328,372.00	274,110.00	292,407.64 (12.5%)	X	X
GLOSSON ENTERPRISES LLC (2GL820) 4671 SOUTH MAIN STREET ACWORTH, GA 30101-5464	2,338,623.00	311,090.00	281,463.14 (12.0%)	X	X
GEORGIA DEVELOPMENT PARTNERS, LLC (2GE405) 300 GALLERIA PKY. SE SUITE 310 ATLANTA, GA 30339	1,889,200.37	270,469.10	259,836.44 (13.7%)	X	X

SECTION ONE

COPY

CONTRACT NAME: **DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS**
P.I.# 0010329

BID PROPOSAL, Page 1 of 3

Proposal of Tri Scapes, Inc. (hereinafter called "**BIDDER**")

a contractor organized and existing under the laws of the state of Georgia,

*~~an individual~~, a corporation, ~~or partnership doing business as~~ _____

_____.

*Strike out Inapplicable Terms.

THIS BID SUBMITTED TO: City of Hapeville (hereinafter called "**CITY**")

The undersigned **BIDDER** proposes and agrees, if this Bid accepted, to enter into an Agreement with the **CITY** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Unit Price Fee and within the Contract Time indicated in this Bid.

BIDDER agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the **Dogwood Drive Pedestrian Improvements**, including, but not limited to, erosion control, maintenance of traffic, grading, excavation, subgrade preparation, drainage construction, concrete surface course, sidewalks, signs, pavement marking, landscaping and grassing at locations indicated in the plan set.

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** acknowledges receipt of the following addenda:
   Addendum #1
   _____
   _____
   _____

2. **BIDDER** agrees that in case of failure on his part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying his bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.

3. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed work. Being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies, the **BIDDER** agrees to construct the project within the time set forth herein and in accordance with the Contract Documents.

SECTION ONE

BID PROPOSAL, Page 2 of 3

4. **BIDDER** has given the project design firm, **Keck & Wood, Inc.** written notice of all conflicts, errors or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the project design firm, **Keck & Wood, Inc.**

5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

6. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.

7. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **CITY**.

Further, **BIDDER** agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

BIDDER further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision; to continuously pursue the Work without interruption; and, to complete the Work in **three hundred sixty five (365) calendar days from Notice to Proceed.**

TOTAL BASE BID PROPOSAL SUM:

One million, eight hundred four thousand, six hundred fifty and 14/100 dollars
(written amount)

$ 1,804,650.14

TOTAL ALTERNATE A PROPOSAL SUM:

Three hundred five thousand, eight hundred twelve and 35/100 dollars
(written amount)

$ 305,812.35

The low bidder will be determined based upon the unit price sum of the base bid and owner selected alternates (if applicable). Contractor to complete the attached schedule of items located at the back of section one.

SECTION ONE

BID PROPOSAL, Page 3 of 3

Attached hereto is a bid bond or certified check on the (Bank) Bid Bond in the amount of Five percent of total bid.

(Five percent of Total Amount Bid).

The full name and residence of persons or parties interested in the foregoing bid as **CONTRACTORS**, are named as follows:

Rebecca Martin	Quinn Martin
2431 Caney Road Cumming, Georgia 30041	2431 Caney Road Cumming, Georgia 30041

City of Hapeville, Georgia

Signed, sealed, and dated this 4th day of August, 2016.

BIDDER: Tri Scapes, Inc.
(company Name)

By: Rebecca Martin

Title: President | CFO

Mailing Address:

Tri Scapes, Inc.

1595 Peachtree Parkway

Suite 204-396

Cumming, Georgia 30041

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

SECTION ONE

CONTRACT NAME: **DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS**
P.I.# 0010329

BID BOND, page 1 of 2

(Five Percent (5%) of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Tri Scapes Inc., as **CONTRACTOR**, and

Hartford Fire Insurance Company, as **SURETY**, are hereby held and firmly bound unto City of Hapeville, Georgia, as **CITY**, in the penal sum of

Five Percent of Bid

Dollars ($ 5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 4th day of August, 2016.

The condition of the above obligation is such that whereas the **CONTRACTOR** has submitted to the **CITY** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the **Dogwood Drive Pedestrian Improvements**, including, but not limited to, erosion control, maintenance of traffic, grading, excavation, subgrade preparation, drainage construction, concrete surface course, sidewalks, signs, pavement marking, landscaping and grassing at locations indicated in the plan set.

NOW, THEREFORE,

(a) If said bid shall be rejected or in the alternate,

(b) If said bid shall be accepted and the **CONTRACTOR** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

SECTION ONE

CONTRACT NAME: **DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS**
P.I.# 0010329

BID BOND, page 2 of 2

The **SURETY**, for value received, hereby stipulates and agrees that the obligation of said **SURETY** and its bond shall be in no way impaired or affected by any extension of the time within which the **CITY** may accept such bids, and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **CONTRACTOR** and the **SURETY** corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Tri Scapes, Inc. (SEAL)
CONTRACTOR

By: Rebecca Martin
Rebecca Martin, President / CFO

Hartford Fire Insurance Company (SEAL)
SURETY

By: Christy Lackey
Georgia Representative, **Attorney In Fact**
Christy Lackey

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: POINTENORTH INSURANCE GROUP LLC
Agency Code: 20-262197

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Robert J. Ryan of Atlanta GA, Marilyn Brown, Keith H. Dillon, Joy Dooley, Angie E. Ferguson, Christy Lackey, John Langsfeld, Fred R. Mitchell, Madalyn H. Seiffert, William H. Skeeles, Rita L. Smith, Carolyn F. Smith, Billie Jo Whitehead of ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Nora M. Stranko
Notary Public
My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 8/4/2016

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor 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). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

123689

Federal Work Authorization User Identification Number

60/02/08

Date of Authorization

Tri Scapes, Inc.

Name of Contractor

Dogwood Drive Pedestrian Improvements

Name of Project

City of Hapeville, Fulton County, GA

Name of Public Employer

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

Executed on Aug., 4, 2016 in Cummi(city), GA (state).

Signature of Authorized Officer or Agent

Rebecca Martin, President|CFO

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 4th DAY OF August, 2016.

NOTARY PUBLIC

My Commission Expires:

07/19/20

MITZI J CHAMBERS
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JULY 19, 2020
CHEROKEE COUNTY, GEORGIA

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

FEDERAL AID CERTIFICATION
(English Project)

First Use Date 2013 Specifications: November 22, 2013

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the bid non-responsive.

EQUAL EMPLOYMENT OPPORTUNITY

I further certify that I have ___/have not x participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I have____ / have not x filed with the Joint Reporting Committee, the Director of the *Office of Federal Contract Compliance,* a Federal Government contracting or administering agency, or the former *President's Committee on Equal Employment Opportunity,* all reports due under the applicable filing requirements.

I understand that if I have participated in a previous Contract or Subcontract subject to the Executive Orders above and have not filed the required reports that 41 CFR 60-1.7(b)(1) prevents the award of this Contract unless I submit a report governing the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Reports and notifications required under 41 CFR 604, including reporting subcontract awards in excess of $10,000.00 should be addressed to:

Ms. Carol Gaudin
Regional Director, U. S. Department of Labor
Office of Federal Contract Compliance Programs, Region 4
Rm. 7B75
61 Forsyth St. SW
Atlanta GA 30303

EXAMINATION OF PLANS AND SPECIFICATIONS

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the Plans for this Project and the Standard Specifications 2013 Edition and Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

I also hereby agree that the State, or the Department of Transportation, would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the State, or to the Department of Transportation, as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the State Transportation Board, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employee of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the Georgia Department of Transportation (GA D.O.T.) nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this department.

Also, by signing and submitting this Contract I hereby certify that I will notify the Georgia Department of Transportation through its District Engineer of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of GA D.O.T. employees.

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.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

NON-COLLUSION CERTIFICATION

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to the Department of Transportation, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to the Department of Transportation to accept or reject this Proposal at any time within thirty (30) calendar days from the date on which this sealed proposal is opened and read, unless a longer period is specified in the Proposal or the successful bidder agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications and/or other documents pertaining to the Contract.

Amendment Nos.: 1 x 2 ___ 3 ___ 4 ___ 5 ___. I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Witness my hand and seal this the 4th day of August, 20 16.

The bidder(s) whose signature(s) appear on this document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

Sworn to and subscribed before me this 4th day of August, 20 16.

(Notary Public)

My Commission expires the 19th day of July, 20 20.

MITZI J CHAMBERS
NOTARY PUBLIC
CHEROKEE COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 19, 2020

58-2077615
(Federal ID No./IRS No.)

Tri Scapes, Inc.
(Print Company Name)

By _____ (Seal)
Corporate President/~~Vice President or Individual Owner or Partner (Strike~~ through all except the one which applies.)

Joint Bidder:

N/A
(Print Company Name)

By N/A (Seal)
Corporate President/Vice President or Individual Owner or Partner (Strike through all except the one which applies.)

Joint Bidder:

N/A
(Print Company Name)

By N/A (Seal)
Corporate President/Vice President or or Individual Owner or Partner (Strike through all except the one which applies.)

Tri Scapes, Inc.

7/29/2016

SECTION ONE

SCHEDULE OF ITEMS

ITEM	DESCRIPTION	UNITS	QUANTITY	PRICE	AMOUNT
150-1000	TRAFFIC CONTROL - 0010329	LS	1	$ 69,237.00	$ 69,237.00
150-5010	TRAF CTRL,PORTABLE IMPACT ATTN -	EA	2	$ 7,000.00	$ 14,000.00
163-0232	TEMPORARY GRASSING -	AC	1	$ 966.00	$ 966.00
165-0030	MAINT OF TEMP SILT FENCE, TP C -	LF	500	$ 1.08	$ 540.00
171-0030	TEMPORARY SILT FENCE, TYPE C -	LF	1,000	$ 4.00	$ 4,000.00
210-0100	GRADING COMPLETE - 0010329	LS	1	$ 463,068.26	$ 463,068.26
310-5060	GR AGGR BS CRS 6IN INCL MATL -	SY	477	$ 15.40	$ 7,345.80
402-1812	RECYL AC LEVELING,INC BM&HL -	TN	330	$ 137.00	$ 45,210.00
402-3130	RECYL AC 12.5MM SP,GP2,BM&HL -	TN	1,036	$ 119.00	$ 123,284.00
402-3190	RECYL AC 19 MM SP,GP 1 OR 2 ,INC BM&HL	TN	78	$ 138.00	$ 10,764.00
432-5010	MILL ASPH CONC PVMT,VARB DEPTH -	SY	590	$ 24.00	$ 14,160.00
441-0018	DRIVEWAY CONCRETE, 8 IN TK -	SY	231	$ 54.00	$ 12,474.00
441-0104	CONC SIDEWALK, 4 IN -	SY	1,500	$ 42.00	$ 63,000.00
441-0108	CONC SIDEWALK, 8 IN -	SY	66	$ 54.00	$ 3,564.00
441-5002	CONC HEADER CURB, 6", TP 2 CONCRETE PLANTER	LF	3,014	$ 16.04	$ 48,356.62
441-5002	CONC HEADER CURB, 6", TP 2 -	LF	4,675	$ 16.04	$ 75,005.70
441-6012	CONC CURB & GUTTER/ 6"X24"TP2 -	LF	83	$ 20.00	$ 1,660.00
500-3201	CL B CONC, RET WALL -	CY	21	$ 460.00	$ 9,660.00
500-3800	CL A CONC, INCL REINF STEEL -	CY	258	$ 330.00	$ 85,140.00
500-3900	CL B CONC, INCL REINF STEEL -	CY	2	$ 320.00	$ 640.00
500-9999	CL B CONC,BASE OR PVMT WIDEN -	CY	5	$ 320.00	$ 1,600.00
550-1180	STM DR PIPE 18",H 1-10 -	LF	1,988	$ 38.00	$ 75,544.00
550-1240	STM DR PIPE 24",H 1-10 -	LF	196	$ 51.00	$ 9,996.00
611-5551	RESET SIGN -	EA	17	$ 280.00	$ 4,760.00
615-1200	DIRECTIONAL BORE - 7 IN	LF	130	$ 6.00	$ 780.00
620-0100	TEMP BARRIER, METHOD NO. 1 -	LF	1,625	$ 55.00	$ 89,375.00
636-1033	HWY SIGNS, TP1MAT,REFL SH TP 9 -	SF	80	$ 20.94	$ 1,675.20
636-2070	GALV STEEL POSTS, TP 7 -	LF	120	$ 9.60	$ 1,152.00
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 35FT AND 40FT MAST ARMS	EA	1	$ 10,848.00	$ 10,848.00
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 40FT MAST ARM	EA	1	$ 12,936.00	$ 12,936.00
643-8200	BARRIER FENCE (ORANGE), 4 FT -	LF	314	$ 4.00	$ 1,256.00
647-1000	TRAF SIGNAL INSTALLATION NO - 1	LS	1	$ 73,398.00	$ 73,398.00
647-2120	PULL BOX, PB-2 -	EA	5	$ 1,794.00	$ 8,970.00
647-2130	PULL BOX, PB-3 -	EA	2	$ 486.00	$ 972.00
652-0100	PAVEMENT MARKING,RR-HWY X SYM -	EA	1	$ 273.00	$ 273.00
652-0094	PVMT MARKING, SYMBOL, TP 4 -	EA	8	$ 62.40	$ 499.20
653-0105	PAVEMENT MARKING, BIKE SHARED LN SYM -	EA	14	$ 109.56	$ 1,533.84
653-0110	THERM PVMT MARK, ARROW, TP 1 -	EA	8	$ 97.20	$ 777.60
653-0120	THERM PVMT MARK, ARROW, TP 2 -	EA	9	$ 108.00	$ 972.00
653-0140	THERM PVMT MARK, ARROW, TP 4 -	EA	6	$ 265.20	$ 1,591.20
653-1501	THERMO SOLID TRAF ST 5 IN, WHI -	LF	2,640	$ 0.73	$ 1,932.48
653-1502	THERMO SOLID TRAF ST, 5 IN YEL -	LF	3,920	$ 0.73	$ 2,869.44
653-1704	THERM SOLID TRAF STRIPE,24",WH -	LF	150	$ 5.46	$ 819.00
653-1804	THERM SOLID TRAF STRIPE, 8",WH -	LF	1,438	$ 2.74	$ 3,934.37
653-3501	THERMO SKIP TRAF ST, 5 IN, WHI -	GLF	300	$ 0.66	$ 198.00
653-6006	THERM TRAF STRIPING, YELLOW -	SY	140	$ 5.62	$ 786.24
654-1001	RAISED PVMT MARKERS TP 1 -	EA	58	$ 5.70	$ 330.60
654-1003	RAISED PVMT MARKERS TP 3 -	EA	28	$ 5.70	$ 159.60
668-1105	CATCH BASIN, GP 1, SPCL DES -	EA	7	$ 1,680.00	$ 11,760.00
668-2100	DROP INLET, GP 1 -	EA	1	$ 2,500.00	$ 2,500.00
668-4300	STORM SEW MANHOLE, TP 1 -	EA	18	$ 1,750.00	$ 31,500.00
668-1115	CATCH BASIN,GP 1,A DEP,SP DES -	LF	1	$ 500.00	$ 500.00
668-2110	DROP INLET, GP 1, ADDL DEPTH -	LF	1	$ 300.00	$ 300.00
668-4311	ST SEW MANHOLE,TP 1,A DEP,CL 1 -	LF	15	$ 300.00	$ 4,500.00

Tri Scapes, Inc.

SECTION ONE

SCHEDULE OF ITEMS

ITEM	DESCRIPTION	UNITS	QUANTITY	PRICE	AMOUNT
668-7000	DRWAY GRATE INLET SP D PIP SZ- -	LF	288	$ 220.00	$ 63,360.00
682-6120	CONDUIT, RIGID, 2 IN -	LF	550	$ 15.00	$ 8,250.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	LF	350	$ 13.08	$ 4,578.00
700-9300	SOD -	SY	2,000	$ 7.29	$ 14,588.00
702-0102	BUXUS SEMPERVIRENS - KOREAN BOXWOOD	EA	237	$ 85.00	$ 20,145.00
702-0140	CERCIS CANADENSIS - EASTERN REDBUD	EA	23	$ 571.00	$ 13,133.00
702-0212	CRATAEGUS VIRIDIS - WINTER KING	EA	13	$ 571.00	$ 7,423.00
702-0555	LIQUIDAMBAR STYRACIFLUA - ROTUNUNDILOBA	EA	6	$ 517.00	$ 3,426.00
702-0570	LIRIOPE SPICATA - LIRIOPE	EA	1,392	$ 5.00	$ 6,960.00
900-0039	BRICK PAVERS PEDESTRIAN -	SF	4,290	$ 13.00	$ 55,770.00
900-0039	BRICK PAVERS VEHICULAR -	SF	13,948	$ 13.00	$ 181,324.00
926-2500	4G (LTE) CELLULAR ROUTER, TYPE B	EA	1	$ 2,154.00	$ 2,154.00
999-9999	TRASH RECEPTACLE	EA	7	$ 1,495.00	$ 10,465.00
				BASE BID TOTAL	$1,804,650.14

681-3600	LIGHTING STD, SPCL DES - COMPLETE	EA	45	$ 5,304.00	$ 238,680.00
682-9010	SVC POLE RISER -	EA	2	$ 3,790.00	$ 7,580.00
682-1405	CABLE, TP XHHW, AWG NO 8 -	LF	18,750	$ 0.98	$ 18,281.25
682-9021	ELEC JCT BX,CONC GRD MOUNTED -	EA	10	$ 390.00	$ 3,900.00
615-1200	DIRECTIONAL BORE - 2 IN	LF	320	$ 5.01	$ 1,601.60
682-6222	CONDUIT, NONMETL, TP 2, 2 IN -	LF	4,500	$ 6.70	$ 30,127.50
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	LF	400	$ 14.11	$ 5,642.00
				ALTERNATE A TOTAL	$ 305,812.35

DBE GOALS FORM

VENDOR ID: 2TR550 BIDDER'S COMPANY NAME: Tri Scapes, Inc.

PROJECT NO. & COUNTY: 0010329, Fulton County

LET NO: LET DATE: TOTAL BID: $1,804,650.14

THE REQUIRED DBE GOAL ON THIS CONTRACT IS: 12%

I PROPOSE TO UTILIZE THE FOLLOWING DBE CONTRACTORS:

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME/ ADDRESS (CITY, STATE)	TYPE OF WORK	*WORK CODE	Race Neutral	Race Conscious	AMOUNT
2AT451	Atlanta Paving & Concrete Norcross, GA	Asphalt Paving		x		$160,271.00
2HI351	Highway Services,Inc. Douglasville, GA	Striping and Signage		x		$ 18,003.14
2GC445	GC Electrical Solutions Riverdal, GA	Traffic & Lighting Equip		x		$ 73,422.00
2CL375	Clean Water Consultants Winder, GA	Erosion Control		x		$ 8,258.10
			TOTAL			$259,954.24

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

PLEASE NOTE: Only 60 % 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.

PROPOSAL OF SERVICES

PROJECT NAME:	**Dogwood Drive LCI Project**
LOCATION/CLIENT:	**City of Hapeville, Georgia** **3468 North Fulton Avenue, Hapeville, GA 30354**
CONTACT:	**Mr. Lee Sudduth, Director of Community Services**
DATE:	**July 6, 2016**

PROJECT DESCRIPTION: Assist the City of Hapeville with the construction phase administration of a federally funded streetscape infrastructure project utilizing ARC Livable Centers Initiative implementation funds.

PROPOSAL OF SERVICES

I. Construction Phase Administration Assistance

A. Provide administration and coordination services between ARC, GDOT, contractor and construction inspector throughout the construction phase.
B. Coordinate monthly progress reports and invoices for City payment and GDOT reimbursement funds.
C. Monitor Davis-Bacon wage rate compliance and coordinate monthly certified payrolls for city.
D. Monitor Title VI Antidiscrimination compliance of contractor.
E. Monitor use of required Disadvantaged Business Enterprises (DBE's) by contractor and coordinate monthly reports to GDOT.
F. Coordinate Supplemental Agreements (change orders) as needed throughout the construction phase to address changes/upgrades/opportunities proposed by the City, contractor, designer, and/or GDOT, and to fully utilize available federal funds.
G. Conduct project close-out activities to include Materials Testing documentation and Certification of Final Acceptance.
H. Submit final audit documentation to resolve any outstanding budget differences and obtain final GDOT budget approval.

FEE STRUCTURE

I.	Construction Bidding	$ 3,500.00
II.	Construction Administration	$16,000.00
	TOTAL FEE	**$19,000.00**

Reimbursable expenses are included in the lump sum proposal of services. Reimbursable expenses include printing, postage, shipping, and automobile travel costs necessary to perform the services listed herein.

Invoices for services performed and a monthly status report will be submitted to you on a monthly basis. Invoices will be due and payable within 30 days from date of invoice.

If the services outlined in this proposal are acceptable to you and if they meet with your approval, please sign in the space provided and return a copy.

SIGNED: Jack Burnside	SIGNED: _____
BY: John A. (Jack) Burnside	BY: _____
TITLE: Consultant	TITLE: _____
DATE: July 6, 2016	DATE: _____

Jack Burnside, Consultant
240 Northshore Crossing
Dallas, GA 30157

Phone (770)241-8677
jackburnside@bellsouth.net