



AGREEMENT FOR VENDOR/CONTRACTOR SERVICES

This Agreement for Vendor/Contractor Services is made and entered into this 17th day of June, 2024, between the **City of Powder Springs, Georgia**, a municipal corporation, and **HD Excavations & Utilities LLC**, the contracted Vendor/Contractor. The City of Powder Springs and Vendor/Contractor may hereafter be referred to as “**Party**” individually or collectively as the “**Parties.**”

W I T N E S S E T H:

WHEREAS, the City desires to retain a qualified, experienced, and licensed Vendor/Contractor with demonstrated skills and experience in providing certain services, the exact nature, scope, and price of which is more completely and fully set forth in Vendor/Contractor’s proposal for services, which is attached hereto as Exhibit A and expressly incorporated herein by way of reference as a part hereof (hereinafter, “the attached quoted services”);

WHEREAS, Vendor/Contractor is knowledgeable and experienced in the attached quoted services required by the City and desires to provide, furnish, and deliver all necessary materials and to perform the work necessary to complete attached quoted services;

WHEREAS, the Parties desire to contract for the provision of attached quoted services according to the terms and conditions and provisions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- Contract Time. Vendor/Contractor shall complete and/or perform attached quoted services within timeframe agreed upon by the City of Powder Springs. All Work shall begin after notification by the City and shall be carried through to completion without unreasonable delay and suspension. If there are unreasonable delays or unauthorized suspensions of work, the City reserves the right to charge the Vendor/Contractor, not as a penalty, but as liquidated damages, the cost incurred by the City to complete the Work by another contract or otherwise.
- Contract Price. Vendor/Contractor shall complete the Work as assigned by the City via Work Orders calculated using the unit prices provided in the Vendor/Contractor’s proposal (Exhibit A).
- Term. The term of this Agreement is one year commencing June 17, 2024. It shall automatically be renewed for an additional one-year term unless either of the parties provides the other with written notice of non-renewal at least 90 days prior to the commencement of the subsequent term. This Agreement may also be extended for up to three additional one-year terms upon agreement by the parties.
- Payment for Services. After acceptance of a Work Order under this contract, Vendor/Contractor shall on a monthly basis submit applications for payment to the City detailing the quantities installed and services rendered, less ten percent of the total amount of the Work Order as retainage. The ten percent retainage will be paid after the work identified in the Work Order is completed.
- Agreement shall mean this written agreement between City and Contractor covering the work to be performed, including any and all exhibits hereto, said exhibits being incorporated herein by reference. **The Request for Proposals (RFP 24-004) issued by the City and the response submitted by the Contractor (the "Bid Documents") are also incorporated herein by reference.**
- Required Documentation. Vendor/Contractor shall furnish to the City certificates of insurance and any other documents, affidavits, or things required to be submitted by the terms of this Agreement and/or the State law of Georgia for review and approval by the City (i) prior to the commencement of the Work or (ii) upon the Vendor/Contractor’s execution of the Agreement. (Security and Immigration Affidavit, W-9, etc.)
- Insurance. Required insurances (Liability, Worker’s Comp, etc.) shall be maintained in full force and effect during the life of the Agreement and through final completion. Subcontractors shall be required to obtain all insurance which the Vendor/Contractor is required to obtain. Vendor/Contractor shall agree to waive all rights of subrogation against the

City, the City council, the mayor, its officers, officials, employees, and volunteers from losses arising from attached quoted services performed. Vendor/Contractor shall at a minimum apply risk management practices accepted by the Vendor/Contractors' industry.

- Services Performed. Vendor/Contractor will perform, supervise, and direct the attached quoted services efficiently and with its best skill and attention. Vendor/Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures. Vendor/Contractor will provide competent, suitably qualified personnel to perform the Work. Vendor/Contractor and its employees, agents, and Subcontractors shall be fully equipped, staffed, certified, authorized, and licensed for the attached quoted services. In the event the Vendor/Contractor causes damages, the Vendor/Contractor shall repair such damage at its sole expense. The Vendor/Contractor shall use those materials identified in the attached quoted services. In addition, the attached quoted services shall be performed to the entire satisfaction of the City. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Agreement or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted.
- Subcontractors. Vendor/Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.
- Permits. Vendor/Contractor will secure and pay for all permits, certifications, and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Attached quoted services.
- Laws and Regulations. Vendor/Contractor will give all notices and comply with and cause all Subcontractors to comply with all federal, state, and/or local laws, ordinances, requirements, standards, rules and/or regulations ("Laws") applicable to the attached quoted services and materials to be provided. If the Vendor/Contractor performs any services contrary to such laws, it shall bear all costs arising therefrom. This contract uses Federal funds so Vendor/Contractor must comply with all applicable Federal laws and requirements, including, but not limited to:
 - Equal Employment Opportunity - The Vendor/Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
 - Record retention requirements – Recipient shall maintain records and financial documents sufficient to evidence compliance with all regulations for a period of at least five (5) years after all the funds have been expended. The City of Powder Springs, Ga., the Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to all records (electronic and otherwise) of the Vendor/Contractor in order to conduct audits or other investigations.
- Taxes. Vendor/Contractor will pay all sales, consumer, use, and other similar taxes required by the law of the place where the Work is to be performed. Notwithstanding the preceding sentence, no sales tax shall be charged to the City on any of the material and/or equipment incorporated or used in the performance of the Work.
- Indemnification and Limitations of Liability. Vendor/Contractor, shall indemnify and save harmless the City, its officers, council members, agents, contractors, assigns, volunteers, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, including reasonable attorneys' and other professional fees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of the attached quoted services by the Vendor/Contractor or its employees, agents, servants, associates, or Subcontractors however such injuries or death or damage to property may be caused arising out of any breach by the Vendor/Contractor of any representation, warranty, covenant, duty or obligation; City shall not be liable to the Vendor/Contractor or any Subcontractor, of any tier, for any lost profits, special, incidental, punitive, exemplary or consequential damages, including but not limited to frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities or services, or down time cost, even if advised of the possibility of such damages, arising out of or resulting from the City's performance or non-performance of the City's obligations under this Agreement, or from the City's termination or suspension of Work under

this Agreement, or for any other reason. Furthermore, the City shall not be liable in contract or tort to Vendor/Contractor, Subcontractors, or suppliers thereof, regardless of tier, for incidental or consequential damages arising out of or resulting from the City's performance or non-performance of the City's obligations under the Agreement, or from the City's termination or suspension of Attached quoted services under the Agreement, or for any other reason.

- Warranty and Guarantee. Vendor/Contractor will perform the attached quoted services in accordance with this Agreement, the Laws, and, at a minimum, that degree of care and skill ordinarily exercised by and consistent with the standards of care of others ordinarily providing the same or similar services/work in the same or similar locality as the area where the Work is to be performed. Vendor/Contractor further warrants and guarantees to the City that all materials and equipment will be new unless otherwise specified and that all Work will be, at a minimum, of the degree of care and skill set forth above and in accordance with the requirements of the Agreement and of any inspections, tests, or approvals. Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will have passed to the City prior to the making of the application for payment, free and clear of all liens, claims, security interests, and encumbrances (referred to below as "liens"); and that no work, materials, or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest or encumbrance is retained by the seller or otherwise imposed by the Contractor or such other person.
- Work Stoppage. If the attached quoted services are defective, or if the Vendor/Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or if the Vendor/Contractor fails to make prompt payments to Subcontractors or for labor, materials, or equipment, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such an order has been eliminated; however this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.
- Correction or Removal of Defective Work. If required by the City prior to approval of final payment, the Vendor/Contractor will promptly, without cost to the City and as specified by the City, either correct any defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not correct defective Work or remove and replace rejected Work within a reasonable time, all as specified in a written notice from the City, the City may have the deficiency corrected or the rejected Work removed or replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.
- Termination. The Agreement may also be terminated for cause upon five (5) days written notice for a failure to both (a) perform substantially in accordance with the terms and conditions of the Agreement and (b) for the sole convenience of the City. Upon written notice to the Vendor/Contractor, the City may also exercise its right to early termination in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Vendor/Contractor. City shall reimburse the Vendor/Contractor for Work actually and properly performed by the Contractor up to the date of termination. The City has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Vendor/Contractor.
- Force Majeure. Except for payment of sums due and except as otherwise specified herein, neither Party shall be liable to the other nor deemed in default under the Agreement if and to the extent that such Party's performance under the Agreement is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Force Majeure shall not include (i) late performance by a Subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with the terms and conditions set forth herein and (ii) the Contractor's failure to comply with the terms and conditions of this Agreement regarding disaster recovery.
- Registration with a Federal Work Authorization Program. Vendor/Contractor shall comply with the requirements of the Official Code of Georgia ("O.C.G.A.") Sec. 13-10-91 and Rule 300-10-1-.02 and compliance therewith is a condition of the Agreement. Compliance shall include but not be limited to execution of the attached Contractor Affidavit and Agreement and Subcontractor Affidavit should there be any subcontractor or subcontractors.
- Jurisdiction. The Agreement shall be governed and interpreted by the laws of the State of Georgia and any action brought to clarify or enforce this Agreement shall be brought in a court of competent jurisdiction located in Cobb County, Georgia.
- Contractual Relationship. The relationship between the City and the Vendor/Contractor is that of an independent contractor. Vendor/Contractor is not authorized to act as an agent, employee, or legal representative of the City, and may not hold itself out to the public as such. The method and manner of performance of the Work shall be under the

exclusive control of the Contractor. The City shall have the right to inspect such undertakings at any time without prior notice.

- Exhibit B, Compliance with Federal ARPA Guidelines and Exhibit C Anti-Lobbying Affidavit are attached hereto and incorporated herein as if fully set forth. Vendor/Contractor(s) acknowledge that the Vendor/Contractor(s) is responsible for compliance with all applicable federal guidelines and requirements, including, but not limited to, those contained in Exhibit B and Exhibit C.
- Assignment. Vendor/Contractor may not assign this Agreement without the prior written of the City.
- Entire Agreement. This Agreement contains the entire agreement between the parties. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by City and Vendor/Contractor. Should any provision or term of any exhibits, attachments, or other matters incorporated herein by reference conflict with or differ from the provisions of this Agreement, this Agreement shall control.
- Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- Notices. Notwithstanding anything to the contrary contained in the Agreement, any notice or other instrument or communication that may be or is required to be given hereunder shall be in writing and delivered in person or by email, or sent by United States certified mail postage prepaid or by nationally recognized overnight courier to the address of the City or Vendor/Contractor, as applicable. Notices shall be deemed given on the date such notices are emailed, faxed, or deposited with such courier, overnight delivery service, or the U.S. Postal Service; provided, however, the timeframe for any action or response thereto shall not commence until such notice has been delivered (or on the date delivery was first attempted if such notice is rejected or unable to be delivered due to a change in address of which no no-tice has been given). Notices that are required to be given hereunder the Lease shall go to the following:

To HD Excavations & Utilities LLC: PO Box 489
 Villa Rica, GA 30180
 Attn: Wesley Dickinson
 [Redacted]
 [Redacted]

To the City: City of Powder Springs
 4426 Marietta Street
 Powder Springs, GA 30127
 Attn: Pam Conner, City Manager
PCONNER@CityOfPowderSprings.org

With a copy to: Gregory, Doyle, Calhoun, & Rogers, LLC
 49 Atlanta Street
 Marietta, GA 30060
 Attn: Julie Livingston
 [Redacted]

IN WITNESS WHEREOF, each of the parties hereto has executed this Contract as of the date first above written.

The City of Powder Springs, Georgia

HD Excavations & Utilities LLC

By: [Signature]

By: [Signature]

Print: Albert Thurman

Print: Wesley Dickinson



Its: Mayor

Its: Owner/Member

Date: 6/17/24

Date: June 10, 2024

Attest: [Signature]

Attest: [Signature]

Print: Kelly Axt

Print: Juwanna Escher

Its: City Clerk

Its: Office Manager

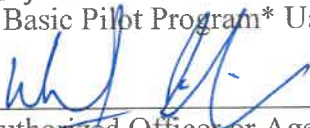
City Attorney: [Signature]
approved as follows:

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with the City of Powder Springs, Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Contract with the City of Powder Springs, Georgia, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Powder Springs, Georgia, at the time the subcontractor(s) is retained to perform such service.

E-verify #1619116
EEV / Basic Pilot Program* User Identification Number



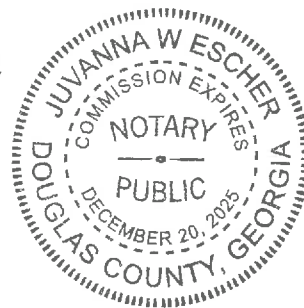
BY: Authorized Officer or Agent Date
(Contractor Name)

Owner/Member
Title of Authorized Officer or Agent of Contractor

Wesley Dickinson
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
10th DAY OF June, 2024

Juwanna W. Escher
Notary Public
My Commission Expires:
12/20/2025



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor 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 under a contract with HD Excavations & Utilities LLC, on behalf of the City of Powder Springs, Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

213 8207
EEV / Basic Pilot Program* User Identification Number

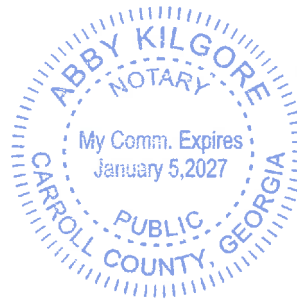
Kyle Warren
BY: Authorized Officer or Agent Date
(Subcontractor Name)

Owner
Title of Authorized Officer or Agent of Subcontractor

Kyle Warren
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
4 DAY OF June, 2024

Notary Public
My Commission Expires:
January 5, 2027



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Exhibit B: Compliance with ARPA Federal Guidelines

1) Selected Vendor/Contractor(s) agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Selected Vendor/Contractor(s) also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Selected Vendor/Contractor(s) shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

2) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

3) **Equal Employment Opportunity.** During the performance of the Development Agreement, the Selected Vendor/Contractor(s) will be required to comply with Equal Employment Opportunity as outlined in 47 CFR § 90.168.

4) **Copeland Anti-Kickback Act.** Selected Vendor/Contractor(s) shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

5) **Contract Work Hours and Safety Standards Act.** a) 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. b) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (f)(i) of this section, the Vendor/Contractor(s), its contractor(s) or any subcontractor(s) responsible therefor shall be liable for the unpaid wages. In addition, such Selected Vendor/Contractor(s) and subcontractor(s) shall be liable to the United States, 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 (f)(i) of this section. c) Withholding for unpaid wages and liquidated damages: The City 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 Selected Vendor/Contractor(s) or subcontractor(s) 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 Selected Vendor/Contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. d) Subcontracts: The Selected Vendor/Contractor(s) or subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The Selected Vendor/Contractor(s) shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.

6) Clean Air Act and Federal Water Pollution Control Act. The Selected Vendor/Contractor(s) agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

7) Debarment and Suspension. This award is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Selected Vendor/Contractor(s) is required to verify that none of the Selected Vendor/Contractor(s)'s principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Selected Vendor/Contractor(s) must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Selected Vendor/Contractor(s) did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8) Byrd Anti-Lobbying Amendment. Respondents who apply for this grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.

9) Domestic preferences for procurements. Selected Vendor/Contractor(s) will comply with 2 CFR § 200.322.

**EXHIBIT C
CERTIFICATION REGARDING LOBBYING**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

NAME OF VENDOR/CONTRACTOR



SIGNATURE



DATE: June 10, 2024

NAME: Wesley Dickinson, Owner/Member
TITLE:

Exhibit B: Compliance with ARPA Federal Guidelines

1) Selected Vendor/Contractor(s) agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Selected Vendor/Contractor(s) also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Selected Vendor/Contractor(s) shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

2) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

3) **Equal Employment Opportunity.** During the performance of the Development Agreement, the Selected Vendor/Contractor(s) will be required to comply with Equal Employment Opportunity as outlined in 47 CFR § 90.168.

4) **Copeland Anti-Kickback Act.** Selected Vendor/Contractor(s) shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

5) **Contract Work Hours and Safety Standards Act.** a) 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. b) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (f)(i) of this section, the Vendor/Contractor(s), its contractor(s) or any subcontractor(s) responsible therefor shall be liable for the unpaid wages. In addition, such Selected Vendor/Contractor(s) and subcontractor(s) shall be liable to the United States, 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 (f)(i) of this section. c) Withholding for unpaid wages and liquidated damages: The City 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 Selected Vendor/Contractor(s) or subcontractor(s) 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 Selected Vendor/Contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. d) Subcontracts: The Selected Vendor/Contractor(s) or subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The Selected Vendor/Contractor(s) shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.

6) Clean Air Act and Federal Water Pollution Control Act. The Selected Vendor/Contractor(s) agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

7) Debarment and Suspension. This award is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Selected Vendor/Contractor(s) is required to verify that none of the Selected Vendor/Contractor(s)'s principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905 are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Selected Vendor/Contractor(s) must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Selected Vendor/Contractor(s) did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8) Byrd Anti-Lobbying Amendment. Respondents who apply for this grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.

9) Domestic preferences for procurements. Selected Vendor/Contractor(s) will comply with 2 CFR § 200.322.

REVISED UNIT PRICE SCHEDULE

Item	Unit	Unit Price federal	Unit Price non-federal
Pipe Replacement Item			
Mobilization	Each	\$ 2,625.00	\$ 2,500.00
Traffic Control	Per Day	\$ 1,575.00	\$ 1,500.00
Clearing & Grubbing	Acre	\$ 18,900.00	\$18,000.00
Excavation	Cubic Yard	\$ 15.75	\$ 15.00
Haul On/Off Material	Cubic Yard	\$ 36.75	\$ 35.00
Pipe Removal	Linear Foot	\$ 89.25	\$ 85.00
Bedding Stone	Cubic Yard	\$ 86.63	\$ 82.50
Additional Depth for Pipes			
Includes excavation, backfill, & compaction			
Invert >8.1' to 12'	LF	\$ 157.50	\$ 150.00
Invert >12'	LF	\$ 262.50	\$ 250.00
Pipe Installation			
12" HDPE	Linear Foot	\$ 63.00	\$ 60.00
15" HDPE	Linear Foot	\$ 63.00	\$ 60.00
18" HDPE	Linear Foot	\$ 78.75	\$ 75.00
24" HDPE	Linear Foot	\$ 89.25	\$ 85.00
30" HDPE	Linear Foot	\$ 133.55	\$ 127.50
36" HDPE	Linear Foot	\$ 177.19	\$ 168.75
42" HDPE	Linear Foot	\$ 232.32	\$ 221.25
48" HDPE	Linear Foot	\$ 294.00	\$ 280.00
54" HDPE	Linear Foot	\$ 367.50	\$ 350.00
60" HDPE	Linear Foot	\$ 393.75	\$ 375.00
72" HDPE	Linear Foot	\$ 420.00	\$ 400.00
12" RCP	Linear Foot	\$ 78.75	\$ 75.00
15" RCP	Linear Foot	\$ 89.25	\$ 85.00
18" RCP	Linear Foot	\$ 99.75	\$ 95.00
24" RCP	Linear Foot	\$ 147.00	\$ 140.00
30" RCP	Linear Foot	\$ 241.50	\$ 230.00
36" RCP	Linear Foot	\$ 336.00	\$ 320.00
42" RCP	Linear Foot	\$ 472.50	\$ 450.00
48" RCP	Linear Foot	\$ 614.25	\$ 585.00
54" RCP	Linear Foot	\$ 750.75	\$ 715.00
60" RCP	Linear Foot	\$ 903.00	\$ 860.00
72" RCP	Linear Foot	\$ 1,155.00	\$ 1,100.00
84" RCP	Linear Foot	\$ 1,890.00	\$ 1,800.00
96" RCP	Linear Foot	\$ 2,310.00	\$ 2,200.00
120" RCP	Linear Foot	\$ 3,150.00	\$ 3,000.00
Backfill	Cubic Yard	\$ 26.25	\$ 25.00

Initial to acknowledge and include with submittal: WD

REVISED UNIT PRICE SCHEDULE - page 2

Item	Unit	Unit Price federal	Unit Price non-federal
Finish Grading	Square Yard	\$ 4.99	\$ 4.75
Saw Cut Asphalt	Linear Foot	\$ 2.63	\$ 2.50
Asphalt Concrete Paving	Square Foot	\$ 57.75	\$ 55.00
Manhole Installation			
Mobilization	Each	\$ 2,625.00	\$ 2,500.00
Structure Removal (each)	Each	\$ 1,890.00	\$ 1,800.00
4'-Dia. Precast Catch Basin	Vertical Foot	\$ 420.00	\$ 400.00
5'-Dia. Precast Catch Basin	Vertical Foot	\$ 735.00	\$ 700.00
6'-Dia. Precast Catch Basin	Vertical Foot	\$ 1,050.00	\$ 1,000.00
4' Round Precast Manhole	Vertical Foot	\$ 294.00	\$ 280.00
5' Round Precast Manhole	Vertical Foot	\$ 577.50	\$ 550.00
6' Round Precast Manhole	Vertical Foot	\$ 840.00	\$ 800.00
Headwall Installation			
Precast Headwall for 15" Pipe	Each	\$ 1,023.75	\$ 975.00
Precast Headwall for 18" Pipe	Each	\$ 1,155.00	\$ 1,100.00
Precast Headwall for 24" Pipe	Each	\$ 1,207.50	\$ 1,150.00
Precast Headwall for 30" Pipe	Each	\$ 2,047.50	\$ 1,950.00
Precast Headwall for 36" Pipe	Each	\$ 2,100.00	\$ 2,000.00
Precast Headwall for 42" Pipe	Each	\$ 2,835.00	\$ 2,700.00
Precast Headwall for 48" Pipe	Each	\$ 2,940.00	\$ 2,800.00
Precast Headwall for 54" Pipe	Each	\$ 3,150.00	\$ 3,000.00
Precast Headwall for 60" Pipe	Each	\$ 13,650.00	\$ 13,000.00
Precast Headwall for 72" Pipe	Each	\$ 14,700.00	\$ 14,000.00
Precast Headwall for 96" Pipe	Each	\$ 39,375.00	\$ 37,500.00
Invert Installation	Each	\$ 787.50	\$ 750.00
Cast-in-Place Top Only w/R&C	Each	\$ 1,837.50	\$ 1,750.00
Cast-in-Place Throat Only	Each	\$ 1,942.50	\$ 1,850.00
Grout Pipe	Each	\$ 78.75	\$ 75.00
Grout structure	Each	\$ 367.50	\$ 350.00
Hydroexcavation	Hour	\$ 472.50	\$ 450.00
Erosion Control & Landscaping			
Stone Rip Rap Type I In Place	TON	\$ 78.75	\$ 75.00
Stone Rip Rap Type III In Place	TON	\$ 78.75	\$ 75.00
Stone Grouted Rip Rap 12" Installed	SY	\$ 120.75	\$ 115.00
Install & Remove Type A Silt Fence	LF	\$ 3.15	\$ 3.00
Fleximat Ditch Lining	SY	\$ 141.75	\$ 135.00
Install & Remove Type C Silt Fence	LF	\$ 4.73	\$ 4.50
Install & Remove Type C Silt Fence - Alternative	LF	\$ 4.73	\$ 4.50
Inlet Sediment Traps - Silt Fence Sd2	EA	\$ 157.50	\$ 150.00

REVISED UNIT PRICE SCHEDULE - page 3

Item	Unit	Unit Price federal	Unit Price non-federal
Rock Bags for curb inlet/CB sediment Protection	EA	\$ 36.75	\$ 35.00
Install & Remove Orange Tree Save Fence	LF	\$ 2.10	\$ 2.00
Gabion Structures (GDOT Section 626 &809)	SF	\$ 89.25	\$ 85.00
Permanent Soil Reinf Mat Installed	SY	\$ 68.25	\$ 65.00
Organic Material Fiber Blanket Installed	SY	\$ 1.84	\$ 1.75
Seed & Straw (Permanent Grassing)	SY	\$ 2.89	\$ 2.75
Seed & Straw (Temporary Grassing)	SY	\$ 2.57	\$ 2.45
Sodding Complete-Fescue	SY	\$ 17.59	\$ 16.75
Sodding Complete-Bermuda	SY	\$ 17.59	\$ 16.75
Sodding Complete-Zoysia	SY	\$ 19.85	\$ 18.90
Sodding Complete-Centipede	SY	\$ 19.85	\$ 18.90
Topsoil Compete	CY	\$ 105.00	\$ 100.00
Pine Straw	EA	\$ 8.93	\$ 8.50
StrawMulch	SY	\$ 3.31	\$ 3.15
Tree Replacement 1-1/2" Harwood, installed	EA	\$ 787.50	\$ 750.00
Tree Replacement 2-1/2" Hardwood, installed	EA	\$ 892.50	\$ 850.00
Tree Replacement 1-1/2" Harwood, installed	EA	\$ 367.50	\$ 350.00
Tree Replacement 2-1/2" Pine, installed	EA	\$ 472.50	\$ 450.00
Shrub Replacement: 1 gallon, installed	EA	\$ 26.25	\$ 25.00
Shrub Replacement: 3 gallon, installed	EA	\$ 68.25	\$ 65.00
Shrub Replacement: 5 gallon, installed	EA	\$ 131.25	\$ 125.00
Shrub Replacement: 7 gallon, installed	EA	\$ 236.25	\$ 225.00
Shrub Replacement: 15 gallon, installed	EA	\$ 341.25	\$ 325.00
Shrub Replacement: 30 gallon, installed	EA	\$ 446.25	\$ 425.00
Bedding Flower per flat of 18, installed	SY	\$ 78.75	\$ 75.00
Irrigation Line Replacement	LF	\$ 525.00	\$ 500.00
Irrigation Head Replacement (Builder Grade)	EA	\$ 47.25	\$ 45.00
Cast in Place Concrete			
Paved Ditch/Swale (4" Thick)	SY	\$ 89.25	\$ 85.00
Driveway 4" Concrete (Residential w/4" of GAB included)	SY	\$ 131.25	\$ 125.00
Driveway 6" Concrete (Commercial w/6" of GAB included)	SY	\$ 162.75	\$ 155.00
Driveway 8" Concrete (Commercial w/6" of GAB included)	SY	\$ 262.50	\$ 250.00
Regular Duty Sidewalk (4" Thick, 3000 psi) <5' length	SY	\$ 467.25	\$ 445.00
Regular Duty Sidewalk (4" Thick, 3000 psi) 5'-10' length	SY	\$ 315.00	\$ 300.00

REVISED UNIT PRICE SCHEDULE - page 4

Item	Unit	Unit Price federal	Unit Price non-federal
Regular Duty Sidewalk (4" Thick, 3000 psi) 11'-20' length	SY	\$ 189.00	\$ 180.00
Medium Duty Sidewalk (5" Thick, Fiber Reinf. 3000 psi) <5' length	SY	\$ 525.00	\$ 500.00
Medium Duty Sidewalk (5" Thick, Fiber Reinf. 3000 psi) 5'-10' length	SY	\$ 420.00	\$ 400.00
Medium Duty Sidewalk (5" Thick, Fiber Reinf. 3000 psi) 11'-20' length	SY	\$ 262.50	\$ 250.00
Heavy Duty Sidewalk (6" w/WireMesh, &3500 psi) <5' length	SY	\$ 551.25	\$ 525.00
Heavy Duty Sidewalk (6" w/WireMesh, &3500 psi) 5'-10' length	SY	\$ 446.25	\$ 425.00
Heavy Duty Sidewalk (6" w/WireMesh, &3500 psi) 11'-20' length	SY	\$ 315.00	\$ 300.00
Curb & Gutter 6"x24"x12" High Back	LF	\$ 29.40	\$ 28.00
Curb & Gutter 6"x30"x12" High Back	LF	\$ 35.70	\$ 34.00
Curb and Gutter 6"x24"x10" Roll Back	LF	\$ 25.20	\$ 24.00
Straight Header Curb	LF	\$ 15.75	\$ 15.00
Concrete Drainage Structures Poured In Place w/ Steel	CY	\$ 4987.50	\$ 4,750.00
High Early Strength (5000 psi)	CY	\$ 288.75	\$ 275.00
ADA Ramp	EA	\$ 2,625.00	\$ 2,500.00