



COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, May 07, 2024
2:00 PM

INVOCATION

Father Vincent Vodjogbe, Parochial Vicar, The Most Holy Trinity Catholic Church

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

RECOGNITION(S)

- A. *Curtis Baptist School Varsity Boys Basketball Team (Requested by the Mayor's Office)*

DELEGATION(S)

- B. Mr. Melvin L. Kelly regarding youth programs.
- C. Mr. William "Bill" Fennoy relative to process of sending resolution to delegation.
- D. Ms. Jessica DuBois, Best Friends Animal Society, relative to Augusta Animal Services Assessment and Offer of Support.
- E. Ms. SheaAaron Burns regarding MEI-A Tuition-Free 3K-8th grade Immersive Arts School in Richmond County.

CONSENT AGENDA

(Items 1-33)

PLANNING

1. **ZA-R-261** – A request concurrence with the Augusta Planning Commission to **amend** the Comprehensive Zoning Ordinance by amending Section 26-1 to establish criteria for the granting of a **special exception** pertaining to low-**THC oil dispensaries**, pursuant to O.C.G.A. 16-12-215(a). (Approved by the Augusta Commission April 16, 2024 - second reading)

PUBLIC SERVICES

2. Motion to **approve** an ordinance requiring food truck operators possessing an Augusta-Richmond County business license to have an annual decal. The decal will cost \$5.00. (Approved by the Commission in meeting held April 16, 2024- second reading)
3. Motion to **approve A.N. 24-19 - New Location: Deep Patel** requesting **Retail Package Beer and Wine** for Gas World #7 located at 3293 Deans Bridge Road. District 5, Super District 9. (Approved by Public Services Committee April 30, 2024)
4. Motion to **approve A.N. 24-20 – Existing Location: Betty Brown** requesting Liquor, Beer and Wine consumption on premises for Pasches Island Soul Restaurant located at 307 James Brown

Boulevard, District 1, Super District 9.(**Approved by Public Services Committee April 30, 2024**)

- 5.** Motion to **approve A.N. 24-21 - New Ownership (Existing Location): Swetha Jaini** requesting **Retail Package Beer, and Wine** for Texaco Food Mart located at 4150 Windsor Springs Road. District 6, Super District 10 (**Approved by Public Services Committee April 30, 2024**)
- 6.** Motion to **approve A.N. 24-22 - New Location: Karl Hunsinger, Jr.** requesting **Retail Package Beer and Wine** located at 3661 Mike Padgett Highway. District 6, Super District 10 (**Approved by Public Services Committee April 30, 2024**)
- 7.** Motion to **approve** additional funding for Senior Nutrition Sites for the provision of cost-free recreational services to program participants. (**Approved by Public Services Committee April 30, 2024**)
- 8.** Motion to **adopt** the Title VI FTA Compliance and Implementation for the Metropolitan Planning Organization and Augusta Transit.(**Approved by Public Services Committee April 30, 2024**)
- 9.** Motion to **approve** Change Order No. 2 to contract with RW Allen Construction, LLC in the amount of (\$1,730.80). Approved by the Augusta Aviation Commission on March 28, 2024 (23BFA132).(**Approved by Public Services Committee April 30, 2024**)
- 10.** Motion to **approve** Change Order No. 1 to contract with Independence Excavating in the amount of \$291,001.25. Approved by the Augusta Aviation Commission on March 28, 2024 (23BFA254).(**Approved by Public Services Committee April 30, 2024**)

ADMINISTRATIVE SERVICES

- 11.** Motion to **approve** Housing and Community Development Department's (HCD's) MOU with Georgia Rehabilitation Institute, INC. for the development of (2) ADA Accessible Units and (5) Rehabs.(**Approved by Administrative Services Committee April 30, 2024**)
- 12.** Motion to **approve** Housing and Community Development Department's (HCD's) request to enter into an addendum agreement with R. Taylor HMIS Consulting, LLC to continue U.S. Department of Housing and Urban Development (HUD) Homeless Management Information System (HMIS) management assistance to Housing and Community Development Department.(**Approved by Administrative Committee April 30, 2024**)
- 13.** Motion to **approve** HCD's request to loan HOME – American Rescue Plan, in the amount of One Million Dollars (\$1,000,000.00), for construction of Watson Pointe partnership with Woda Cooper Development and Parallel Housing, Inc. for the sole purpose of a GA Department of Community Affairs (DCAs) Low Income Housing Tax Credit Project only.(**Approved by Public Services Committee April 30, 2024**)
- 14.** Motion to **approve** utilizing the state contract (#SWC 99999-SPD-ES40199373-009S) for the purchase of four Ford T350s, at a total cost of \$245,448 from Wade Ford. (**Approved by Public Services Committee April 30, 2024**)
- 15.** Motion to **accept** the donation in the amount of \$60,596.45 for the purchase of the UGA Extension Services 12 – passenger van from Gerald Jones Ford.(**Approved by Administrative Services Committee April 30, 2024**)
- 16.** Motion to **approve** an addition of \$42,525.00 to purchase order 23CSA007 for design fee amendment for supplemental services to cover the costs of a topographical / existing conditions

and underground utilities survey for the new Richmond County Correctional Institute facility by IPG, Incorporated – Architects & Planners in c/o with EMC Engineering Services. **(Approved by Administrative Committee April 30, 2024)**

- 17.** Motion to **approve** the renewal of the Intergovernmental Service Agreement between Augusta and the Augusta Richmond County Coliseum Authority in the amount of \$120,000. **(Approved by Administrative Services Committee April 30, 2024)**
- 18.** Motion to **approve** asking the Interim Administrator to present to commissioners in their agenda books next week a written process regarding executive recruitment and to host a workshop concerning the selection of a director within the next 60 day relative to the Parks and Recreation Department Director recruitment. **(Approved by Administrative Services Committee April 30, 2024)**

ENGINEERING SERVICES

- 19.** Motion to **approve** and **authorize** Augusta Engineering to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance through GDOT FY2024 Local Road Assistance Administration (LRA) Funds for Proposed Augusta Canal Pedestrian Bridge. Also authorize Augusta Mayor to sign associated documents. /AE **(Approved by Engineering Services Committee April 30, 2024)**
- 20.** Motion **approve** and **authorize** Mayor to renew & execute intergovernmental agreement (IGA), at the discretion of the Augusta Law Department, between Augusta, Georgia and the Burke County, Georgia (County) to allow the County residential solid waste disposal at the Augusta Deans Bridge Road MSW Landfill at a waste disposal special unit rate. /AE **(Approved by Engineering Services Committee April 30, 2024)**
- 21.** Motion to **approve** and **authorize** Augusta Engineering (AEESD) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT Local Road Assistance Administration (LRA) Funds through Local Maintenance and Improvement Grant (LMIG) FY2024 Supplemental for Road Improvements & maintenance projects (Listed under Financial Impact Section). Also authorize Augusta Mayor to sign GDOT E-Verify affidavit and LMIG Submittal Cover Letter as need arises. /AE **(Approved by Engineering Services Committee April 30, 2024)**
- 22.** Motion to **approve** Revision to Funds Allocation of Construction Contract to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$3,585,500.70 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects. Also authorize and approve reallocating TIA-Discretionary Recaptured \$768,191.70 from Highland Ave, Bridge over CSX to 13th Street Improvements Project. AE/RFP 22-281A. **(Approved by Engineering Services Committee April 30, 2024)**
- 23.** Motion to **approve** RFQ #23-263: Task Order Program (2023) for Utilities Department in the amount of \$4,000,000.00 for execution by Beam's Construction, Inc.; Blair Construction, Inc.; Garnto Southern Construction, Inc.; Gearig Civilworks, LLC; BD Garner Sitework; CBH Excavation; Quality Plus Services and Shockley Plumbing as qualified and selected contractors. The term of the contract is for one (1) year with the option to extend for 4 additional one year terms. **(Approved by Engineering Services Committee April 30, 2024)**

- 24.** Motion to **approve** the extension of the existing MOU with Augusta University to develop an internship program centered around Smart City sensors and programs. **(Approved by Engineering Services Committee April 30, 2024)**
- 25.** Motion to **approve** Bid #24-173 for the Augusta Corporate Park Utility Extension to Gearig Civilworks, LLC and approve AUD Director or designee to execute all documents required to ensure EDA compliance.**(Approved by Engineering Services Committee April 30, 2024)**
- 26.** Motion to **approve** Supplement funding (SA1) to Cranston Engineering (Cranston) in the amount of \$24,835.00 for the 5th Street Improvements Construction Phase Services (CEI). AE/RFP 18-283**(Approved by Engineering Services Committee April 30, 2024)**

FINANCE

- 27.** Motion to **approve** UGA Cooperative Extension Service proposal to create a supplemental pay position in order to promote a UGA employee to an Augusta-Richmond County Extension Agent. **(Approved by Finance Committee April 30, 2024)**

PUBLIC SAFETY

- 28.** Motion to **approve** entering into Contract with EMS Management & Consultants, Inc. to provide professional services for ambulance coding, billing, and collections for the Augusta Fire Department and authorize the mayor to execute all necessary documents for an initial two (2) year contract with option to extend for three (3) additional one (1) year terms. (RFP 23-149) **(Approved by Public Safety Committee April 30, 2024)**
- 29.** Motion to **approve** award of RFP 24-901 Real Estate Brokerage Services for the Sale of Old Fire Station No. 7 for Augusta, GA Fire Department to Jordan Trotter Commercial Real Estate and to authorize the mayor to execute appropriate documents.**(Approved by Public Safety Committee April 30, 2024)**
- 30.** Motion to **approve** award of RFP 24-128 Air Light Vehicle for Augusta, GA Fire Department to Ten-8 Fire & Safety, LLC and to authorize the mayor to execute appropriate documents.**(Approved by Public Safety Committee April 30, 2024)**
- 31.** Motion to **approve** a BTR for revenue of \$19,542.92 received from The Department of Community Health to the Fire Department's medical supply account.**(Approved by Public Safety Committee April 30, 2024)**
- 32.** Motion to **approve** the acceptance of a \$48,195 BOOST Grant summer program fund from the Georgia Department of Education.**(Approved by Public Safety Committee April 30, 2024)**

PETITIONS AND COMMUNICATIONS

- 33.** Motion to **approve** the minutes of the regular meeting of the Commission held April 16, 2024 and Special Meeting held April 30, 2024.

******END CONSENT AGENDA******
AUGUSTA COMMISSION

AUGUSTA COMMISSION
REGULAR AGENDA

PUBLIC SERVICES

- 34.** Motion to **approve A.N. 24-18 - New Location: Madhusudhan Kothakapu** requesting **Retail Package Beer and Wine** located at 3082 Deans Bridge Road. District 5, Super District 9. **(No recommendation from Public Services Committee April 30, 2024)**
- 35.** Update from the Planning and Development Department regarding a revision of the ordinance relating to the Modular Trailers on the corner of Morning and Hwy. 25. **(No recommendation from Public Services Committee April 30, 2024)**
- 36.** A request by **Tiffany McGuire** for **Massage Operator's License** to be used in connection with Mindful Relief located at 1502 Monte Sano Avenue. District 2, Super District 9. **(No recommendation from Public Services Committee April 30, 2024)**

ADMINISTRATIVE SERVICES

- 37.** Receive as information the emergency request for the removal and replacement of Charles B. Webster Detention Center main corridor roof in the amount of \$120,793.00 by Hixon's Commercial Roofing. **(No recommendation from Administrative Services Committee April 30, 2024)**
- 38.** Approve an addition of \$7,000.00 for construction services and oversight to the Commission approved emergency request for the evaluation of the Augusta Commons electrical distribution system in the total amount of \$35,000.00 by Johnson Laschober & Associates, P.C. **(No recommendation from Administrative Services Committee April 30, 2024)**
- 39.** Receive as information the emergency request for the replacement of all decks, ADA ramps, staircases, and railings at the Diamond Lakes Tennis Courts in the amount of \$191,850.00 by Horizon Construction & Associates. **(No recommendation from Administrative Services Committee April 30, 2024)**
- 40.** Receive as information the emergency request for the structural assessment of the marble panels at the Municipal Building in the amount of \$188,480.00 plus \$28,272.00 (15% contingency) for a total of \$216,752.00 by Kuhlke Construction & Associates, Inc. **(No recommendation from Administrative Services Committee April 30, 2024)**
- 41.** Approve a change order of purchase order P460291 for the continuation of the assessment/investigation of the Municipal Building marble panel structure in the amount of \$25,000.00 to Johnson, Laschober & Associates, PC. **(No recommendation from Administrative Services Committee April 30, 2024)**
- 42.** Receive as information the emergency request for the removal and replacement of Central Services Construction Shop roof in the amount of \$43,000.00 by Crosby Roofing & Seamless Gutters. **(No recommendation from Administrative Services Committee April 30, 2024)**
- 43.** Receive as information the emergency request for fire alarm software update and device replacement plan at Charles B. Webster Detention Center in the amount of \$36,500.00 to Southeastern System Technologies. **(No recommendation from Administrative Services Committee April 30, 2024)**

- 44.** Receive as information the emergency request for the removal and replacement of Bernie Ward Community Center roof in the amount of \$53,500.00 by Crosby Roofing & Seamless Gutters. **(No recommendation from Administrative Services Committee April 30, 2024)**
- 45.** Receive as information the emergency request for the removal and replacement of Carrie J Mays Center and Gym roof in the amount of \$94,325.80 by Crosby Roofing & Seamless Gutters. **(No recommendation from Public Services Committee April 30, 2024)**
- 46.** Update from the Downtown Development Authority. **(Requested by Commissioner Jordan Johnson- deferred from the April 16, 2024 meeting)**

ENGINEERING SERVICES

- 47.** Motion to **determine** that the road, currently named Southern Glassine Road, beginning at its intersection with Mike Padgett Highway, and terminating at Graphic Packaging International, as highlighted on the attached map, has ceased to be used by the public to the extent that no substantial public purpose is served by it, or that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies), as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities as directed by the Augusta Engineering Department and Augusta Utilities Department. **(Requested by Commissioner Tony Lewis)**

FINANCE

- 48.** Approve resolution authorizing the issuance of \$250 million in bonds for the construction of a new coliseum complex. **(Requested by the Administrator)**
- 49.** Presentation of the December 31, 2023 preliminary financial reports. **(Requested by the Administrator)**

PETITIONS AND COMMUNICATIONS

- 50.** Consider Augusta's official ballot for the election of GMA's District 7 Officers for the 2024-2025 year.

LEGAL MEETING

- A.** Pending and Potential Litigation
 - B.** Real Estate
 - C.** Personnel
- 51.** Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.



Commission Meeting

May 7, 2024

Curtis Baptist School Varsity Boys Basketball Team

Department:	N/A
Presenter:	N/A
Caption:	Curtis Baptist School Varsity Boys Basketball Team (Requested by the Mayor's Office)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**Commission Meeting**

May 7, 2024

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Melvin L. Kelly regarding youth programs.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.

Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>May 7, 2024</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: MELVIN L. KELLY
 Address: 2014 OLIVE RD
 Telephone Number: 706-220-0499
 Fax Number: _____
 E-Mail Address: MELVIN KELLY 234 @YAHOO.COM

Caption/Topic of Discussion to be placed on the Agenda:

YOUTH PROGRAMS

Please send this request form to the following address:

Ms. Lena J. Bonner
 Clerk of Commission
 Suite 220 Municipal Building
 535 Telfair Street
 Augusta, GA 30901

Telephone Number: 706-821-1820
 Fax Number: 706-821-1838
 E-Mail Address: nmorawski@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.



Commission Meeting

May 7, 2024

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. William "Bill" Fennoy relative to process of sending resolution to delegation.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

<u>5/17/04</u> ✓ Commission	Date of Meeting _____
_____ Public Safety Committee	Date of Meeting _____
_____ Public Services Committee	Date of Meeting _____
_____ Administrative Services Committee	Date of Meeting _____
_____ Engineering Services Committee	Date of Meeting _____
_____ Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: William Bill Fennoy
 Address: 1420 Commonwealth Way Heph GA 30815
 Telephone Number: 706 373-0075
 Fax Number: _____
 E-Mail Address: wefennoy@hotmail.com

Caption/Topic of Discussion to be placed on the Agenda:

Process of sending resolutions to delegation

Please send this request form to the following address:

Ms. Lena J. Bonner
 Clerk of Commission
 Suite 220 Municipal Building
 535 Telfair Street
 Augusta, GA 30901

Telephone Number: 706-821-1820
 Fax Number: 706-821-1838
 E-Mail Address: nmorawski@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.



Commission Meeting

May 7, 2024

Best Friends Animal Society

Department:	N/A
Presenter:	N/A
Caption:	Ms. Jessica DuBois, Best Friends Animal Society, relative to Augusta Animal Services Assessment and Offer of Support.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.

Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>May 7, 2024</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Jessica Dubois, Best Friends Animal Society
 Address: 2281 Akers Mill Rd. SE Atlanta, GA 30339
 Telephone Number: 404-788-4131
 Fax Number: N/A
 E-Mail Address: jdubois@bestfriends.org

Caption/Topic of Discussion to be placed on the Agenda:

Augusta Animal Services Assessment and Offer of Support

Please send this request form to the following address:

**Ms. Lena J. Bonner
 Clerk of Commission
 Suite 220 Municipal Building
 535 Telfair Street
 Augusta, GA 30901**

**Telephone Number: 706-821-1820
 Fax Number: 706-821-1838
 E-Mail Address: nmorawski@augustaga.gov**

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.



Augusta Animal Services Offer of Support

Partnership Goals:

Augusta Animal Services has a history as a high-volume shelter with limited positive outcomes for animals. The shelter currently ranks #32 nationwide in shelters with the highest lifesaving gap, and it ranks #1 in Georgia. In 2023, 46.2% of animals entering the shelter did not make it out alive. During the shelter assessment completed by the National Shelter Support team in March 2024, several foundational issues were noted in the existing programs at Augusta Animal Services. Best Friends would like to utilize their resources to address those issues with the goal of closing the lifesaving gap of 554 cats and 1,295 dogs being killed at Augusta Animal Services, therefore achieving a save rate of at least 90%. Several programs were either lacking fundamental elements to make them successful, or were missing entirely, so Best Friends is extending an offer of training and staff to help address the concerns noted in the assessment and improve the overall operations of Augusta Animal Services.

How We Can Support You:

Best Friends can provide staff, training, and support to implement or level up programming that is designed to decrease length of stay and increase save rate for both cats and dogs in the shelter. This training and support would be offered to Augusta Animal Services through ongoing virtual and in-person support **at no cost to the shelter**.

Training and support would include the following:

- Staff embed
 - Best Friends would like to collaborate with city leadership through a project with our National Embed Program. The Embed Project would place a Best Friends employee in a leadership position at Augusta Animal Services (AAS) for up to one year. This staff member, paid by Best Friends, would act in the role of overseeing all aspects of the agency's field and shelter operations to implement proven lifesaving strategies that would guide AAS toward achieving no-kill status. Agencies with the highest lifesaving gaps, like AAS, are eligible to receive this support to lead systemic change and coach the agency on sustaining new ways of working. The Project also is supported by a team of subject matter experts, and through the Project's agreement, we may also provide extra funding for operational expenses, and staffing grants. The



Best Friends Animal Society

SAVE THEM ALL

Embed Project's support would help AAS achieve life-saving results in just a few months, which may normally take years to accomplish.

- Veterinary support
 - A lack of spay/neuter services was noted as a major bottleneck preventing animals from being ready for adoption in a timely manner. Best Friends, in partnership with the Humane Society of Northeast Georgia (HSNEGA), would like to provide a medical team of 5 (including a vet, medical coordinator, 2 vet techs, and an administrator) that would be responsible for providing the necessary medical care to prepare animals for positive outcomes such as adoption and return to field (e.g. vaccines and s/n). We would provide these staff for 18 months while also trying to help AAS recruit a new staff veterinarian to oversee the shelter population before the end of that timeframe.
- Community Cat Program
 - When the current TNVR program was launched in August of 2023 the goal was to reduce cat intake at the shelter and help AAS become a no-kill facility for cats. While intake was reduced, it was not as significant a change as anticipated, and in over 6 months the save rate still averaged 66.2%. Because we have failed to achieve the desired lifesaving goals in the program's current form, we propose a change.
 - Effective 6/1/24, AAS would pivot to SNR (shelter-neuter-return) and take on the community cat program in-house.
 - Best Friends would provide a grant of \$50,000 to cover the salary of a Community Cat Program Coordinator for a period of 12 months to oversee the program and help the shelter with this transition.
 - Best Friends will assist with designing and printing collateral to advertise the program and support AAS with any necessary press releases or advertising to alert the public to the change.
 - HSNEGA would continue to provide the s/n surgeries for the program through their contracted veterinarian and vet techs working in the shelter.
 - Best Friends will provide training through our National Shelter Support Team on community cat complaint mitigation to better equip officers, dispatch, and shelter staff to respond to complainant calls regarding community cats and nuisance behaviors.



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- To help ensure that methods highlighted in this training are implemented, Best Friends will provide an assortment of deterrents that can be given to the public to help deescalate complaint calls and better serve the community.
- Training and mentorships
 - Best Friends will provide in-person and virtual training on the following topics:
 - Managed and diverted intake with an emphasis on kitten diversion and supported self-rehoming/owner retention.
 - Dog body language, safe handling techniques, and enrichment
 - Customer service and adoptions
 - Return to owner (RTO) and in-field return to owner (F-RTO)
 - Pathway planning and daily population rounds
 - With more in-depth mentorships focused on helping AAS staff build out a foster program and expand/improve their existing volunteer program
- Compassionate end of life care
 - Euthanasia training with our National Veterinary Medical Team for any staff that assist with shelter euthanasia.
 - Best Friends will work with shelter leadership to help draft new euthanasia protocols and checklists to ensure consistent and transparent decision making.
 - Best Friends can help purchase the sedative recommended in our assessment to help improve the current euthanasia practices at the shelter.
- Scholarships
 - Best Friends would like to provide scholarships in the amount of \$3,000 to send at least two members of the AAS staff to Orlando to attend the Best Friends National Conference. At the Best Friends National Conference, staff will learn the latest actionable tools and data-driven techniques to take home and immediately start saving more dogs and cats in their community to reach or sustain a no-kill status in 2025.
- NACA membership and training
 - Best Friends would like to pay for all members of the field services team to receive membership to the National Animal Care and Control Association (NACA). This includes access to a library of webinars and other resources through Justice Clearinghouse for staff to utilize at their convenience to increase their breadth of knowledge and stay up to date on modern animal control policies and practices.



Best Friends Animal Society

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- Provide scholarships for officers to complete (virtual) ACO I certification. Best Friends will reimburse the shelter for the course's cost once presented with a certificate of completion for each officer participating.

How We Can Achieve These Goals Together:

Together we can achieve the programming goals above by working on the development of and committing to a training plan focused on implementing new lifesaving programs and SOPs to address gaps noted in the current operations of Augusta Animal Services. Once the offer is accepted, implementation can mirror the following timeline:

- Within the first 30 days
 - Identify which staff members you want to attend the Best Friends National Conference in July. Once they are registered, submit the receipts to BF staff for reimbursement. Travel and lodging arrangements will need to be made by AAS staff.
 - AAS will register for Shelter Pet Data Alliance (SPDA)
 - Leadership will work with Best Friends staff to schedule virtual and in-person training times for remaining topics of concern, prioritizing daily rounds and intake diversion so those programs can be implemented as soon as possible.
 - AAS will agree to monthly check-in calls with Best Friends staff to review the trainings being done, identify upcoming training still needed, discuss any issues encountered while trying to implement new programs, and problem solve as a team to address any issues.
 - Deterrents will be mailed to AAS and training for complaint mitigation will be scheduled.
 - All field services staff should register as NACA members and begin NACA I training. Once we receive certificates of completion, they will be reimbursed for the course.
 - AAS will stop behavior assessments and make the suggested changes to their current euthanasia process. Leadership will work with Best Friends staff to formalize new standard operating procedures (SOPs) and euthanasia checklists that will be implemented as soon as they are finalized.
 - AAS and any necessary city-level leadership will meet with the Best Friends Embed Team to discuss the possibility of embedding one or more staff members at the shelter to assist with implementing lifesaving programs and making the changes outlined in the Assessment.
 - AAS leadership will work with the veterinarian provided by HSNEGA to have them become the shelter vet of record and acquire the DEA license.



Best Friends Animal Society

SAVE THEM ALL

- Any AAS staff that assists with euthanasia should review the 2022 ASV (Association of Shelter Veterinarians) and AVMA (American Veterinary Medical Association) Guidelines relating to euthanasia.
- Within the first 60 days
 - Training will continue and AAS leadership will ensure that all appropriate staff are participating and employing the techniques being taught in the trainings.
 - Foster and volunteer mentorships will begin. AAS will identify the staff member who will be the point person for each program.
 - A CCP Coordinator will be hired and the existing TNVR program will transition to an SNR program operated by AAS.
 - The new shelter medicine team will begin spay/neuter surgeries on community cats and animals eligible for adoption.
 - AAS will work with Best Friends to request changes to the current ordinances to update the mandated stray hold from 5 business days to 72 hours.
 - AAS will extend their adoption hours/hours of operation to make the shelter more accessible to the public, namely, being open to the public on Sundays for adoptions.
 - Kennel staff will complete the Fear Free Shelters program.
- Within the first 90 days
 - Any remaining trainings will be completed.
 - Foster and volunteer mentorships will be ongoing.
 - Staff will complete the Fear Free Shelters training and ACOs will work to complete NACA I training.
 - Staff will remain committed to providing all animals in care with daily enrichment and making sure that all dogs get exercise outside of their kennels at least once per day.

What is Required from Augusta Animal Services:

- Monthly data submitted via Shelter Pet Data Alliance (SPDA).
- Monthly check-in calls with Best Friends staff to evaluate training being done and progress being made.
- Report on impacted programs (e.g. data relating to cat and dog lifesaving) and evaluating data by type of intake to help gauge success and inform any changes.
- Cooperation and transparency from shelter leadership and staff, including attending meetings and training as scheduled.

This offer of support expires on May 31, 2024



Best Friends Animal Society

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Best Friends is happy to extend timelines as necessary, provided that there is a path to move the offer forward.



City of Augusta Animal Services

Shelter Operational Assessment Report

March 2024



Introduction

Item D.

Best Friends Animal Society’s national shelter support team provides customized assessments and support for individual animal shelters and the communities they serve. Through Best Friends’ municipal and shelter support program, each community (if applicable) receives a shelter operations and field services assessment designed to identify specific areas of need and help implement best practices in animal welfare. Ongoing support is also provided to ensure that new programs and practices are sustainable and successful. Our team uses a collaborative approach to shelter partnerships and believes that every shelter should have the opportunity to determine its own organizational needs based on lifesaving impact in that community. As a rule, we avoid a one-size-fits-all approach because, just like every individual animal, each shelter and its community has its own individual personality and needs.

From March 26-28, 2024, members of the Best Friends national shelter support team conducted a shelter assessment for City of Augusta Animal Services. This document provides the findings and recommendations for the operating programs at Augusta Animal Services (AAS) to ensure the shelter is operating in line with national best practices. Areas where improvement is needed was highlighted and followed by recommendations based on nationally recognized proven strategies for success in shelter operations.

Once the recommendations are accepted by city and shelter leadership, staff at Best Friends will work with shelter leadership to create an implementation plan and schedule periodic meetings to discuss progress and challenges. Funding and operational mentorships sufficient to support these changes will be provided by Best Friends Animal Society at no cost to the shelter, as outlined in the offer of support document provided.

About Best Friends Animal Society

Best Friends Animal Society is a leading animal welfare organization working to end the killing of dogs and cats in America’s shelters and make the country no-kill in 2025. Founded in 1984, Best Friends is a pioneer in the no-kill movement and has helped reduce the number of animals killed in shelters from an estimated 17 million per year to around 400,000 last year. Best Friends runs lifesaving programs across the country, as well as the nation’s largest no-kill animal sanctuary. Working collaboratively with a network of more than 4,700 animal welfare and shelter partners, and community members nationwide, Best Friends is working to Save Them All®. For more information, visit bestfriends.org.



Demographic Information

Augusta Animal Services provides sheltering and field services to Richmond County, Georgia. The total service area has a population of approximately 207,000 and covers an area of 329 square miles. Richmond County's median household income is \$50,605 with 18.4% of the population living below the poverty line. The 2024 budget for animal control and shelter fees is \$1,863,960, with annual per capita on animal control at \$9.02.

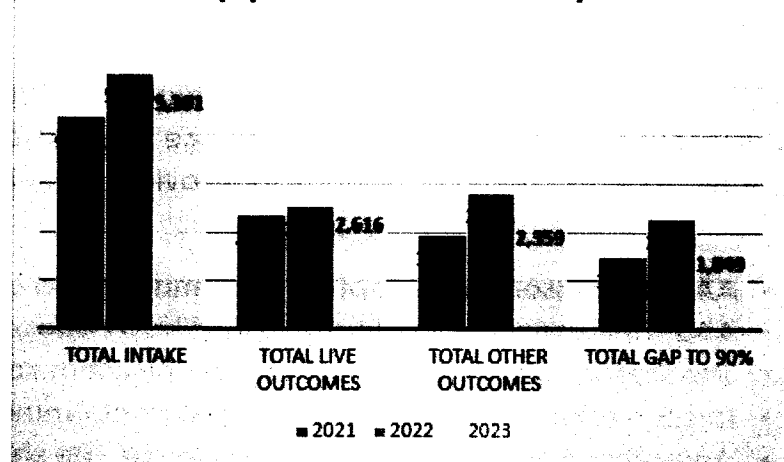


Defining the Opportunity

Augusta Animal Services has a history as a high-volume shelter with limited positive outcomes for animals. The shelter currently ranks No. 32 nationwide in shelters with the highest lifesaving gap, and it ranks No. 1 in Georgia.

However, there are ample opportunities to increase live outcomes for the animals in care and to improve operational programming to better support the community through programmatic and philosophical changes. These opportunities can help bring the shelter in line with industry best practices and help them achieve and maintain a save rate of 90% (the benchmark for no-kill).

**2021, 2022, 2023 Comparison
(Species Cumulative)**

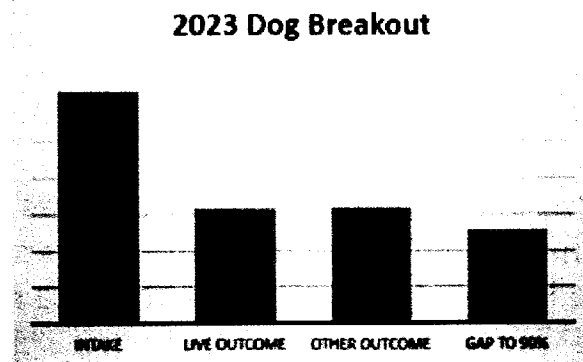
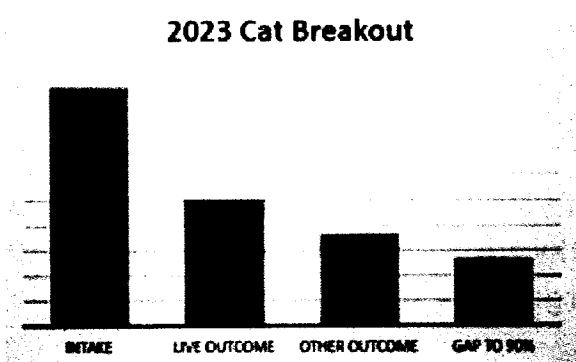


Shelter Data

Item D.

Using 2023 as a full-year baseline, the agency took in 5,101 — 3,200 dogs and 1,901 cats. (These numbers represent an 8% increase in dog intake and an 18% decrease in cat intake from 2022.) The shelter occasionally takes in other species of animals (livestock, wildlife or other noncompanion animals). But for this assessment, Best Friends focused on dogs and cats.

Augusta Animal Services' overall 2023 save rate (the percentage of savable animals leaving the shelter alive) for dogs and cats was 53.8%. The nationally recognized benchmark to be a no-kill shelter is a 90% save rate, so this data shows a lifesaving gap of 1,849 dogs and cats who must be saved to achieve no-kill status. Broken down further by species, the save rate for dogs was 49.5% (with a lifesaving gap of 1,295 dogs), and the save rate for cats was 60.9% (with a lifesaving gap of 554 cats).



Kudos

Before diving into specific recommendations, we extend kudos to the Augusta Animal Services (AAS) team for work being done to reduce the numbers of animals being euthanized and for coming up with creative methods for providing live outcomes for animals.

- AAS has reasonable adoption fees and limited barriers to adoption.
- AAS runs specials on adoptions and hosts adoption events.
- The staff demonstrates a high level of trust in volunteers.
- Rescue relations are solid and pathway planning volunteers are a great asset.
- Animal control is working well alongside the shelter team.
- The staff is open to getting more information on training.
- AAS requires scheduled owner-surrender appointments to reduce unnecessary intake.
- AAS is willing to remove reclaim fees to ensure fees are not a barrier to lifesaving.
- Cat portals, which are in place, show initial steps to cat housing improvements.

Euthanasia protocol

We feel it is necessary to separately address current euthanasia practices at Augusta Animal Services from the rest of our assessment due to serious concerns we have the process observed. Euthanasia protocols at the shelter require immediate attention and refinement to ensure compassionate care for animals in their final moments. It's essential to address shortcomings in current practices, such as the lack of compassionate handling during euthanasia procedures. Measures should be taken to prioritize the comfort and dignity of animals, which include pre-euthanasia sedation options, choosing appropriately sized needles for patient size, proper handling, and ensuring staff awareness and respect during the process.

- We recommend that AAS leadership assess the effectiveness of the current dosing of euthanasia solution. If it appears that the staff must consistently administer additional doses, an adjustment must be made by adding an extra milliliter to the calculation. This adjustment, such as 1 milliliter per 10 pounds of body weight plus an additional milliliter, ensures a more humane, swift process for euthanasia, thereby prioritizing the animal's welfare. During our assessment, we observed one particular euthanasia where a dog was not given enough solution to be fully euthanized, which then required additional injections that caused undue stress to the dog.
- It is essential to adhere to American Veterinary Medical Association ([AVMA](#)) [guidelines](#) for ensuring that animals are not left alone at any time during the process and are closely monitored for confirmation of death. Staff members told us during our assessment that the animals are often moved to the outside sally port holding area prior to death during euthanasia procedures.
- We recommend the inclusion of signage on the door, "EUTHANASIA in Progress", for privacy and staff awareness.
- The table should be cleaned between each procedure because this helps to remove stress pheromones, which can be scary for the next pet on the table.

Please refer to Section 10 of the ASV (Association of Shelter Veterinarians) guidelines and ASV checklists for more specific, comprehensive euthanasia information.

A formalized process for euthanasia decision-making (that includes regular meetings to identify and intervene with at-risk animals) is lacking and must be developed in order to ensure that animals with the potential for a live outcome are not killed unnecessarily. This process should prioritize interventions based on the length of stay, with specific protocols for longer-stay animals to increase opportunities for live outcomes. Examples could include waiving the adoption fee, highlighting for social media exposure, prioritization for foster care, and prioritization for out-of-kennel enrichment opportunities with volunteers. We recommend a pre-euthanasia checklist to ensure all live outcome options are explored and meaningful euthanasia subtypes should be established to address at-risk populations.

Staff training on these subtypes and periodic reviews of euthanasia reports will facilitate the implementation of interventions and increase live outcomes. Additionally, proactive population management strategies should be employed to reduce the need for reactive euthanasia decisions when capacity is reached. By addressing these issues and implementing comprehensive euthanasia protocols, the shelter can ensure the humane treatment of animals and increase the chances of live outcomes.

Operational Assessment and Recommendations Item D.

The following sections include on-site observations, common information from interviews with staff members, and our recommendations.. Recommendations are followed by a comprehensive list of resources to be used for implementation in conjunction with Best Friends' ongoing support. To increase the organization's lifesaving capacity, the recommendations are presented in order of priority:

1 Intake diversion and managed intake

2 Animal flow and length of stay

3 Lifesaving programs

4 Biosecurity and medical processes

5 Staff training and communications

6 Access to spay and neuter

Intake diversion and managed intake

Due to the improper animal intake management at Augusta Animal Services, there is no relief from the constant flow of animals entering the facility. The staff, facility, and its lifesaving programs cannot adequately manage the current level of animal intake, which results in insufficient quality of care, staff burnout, and high rates of euthanasia. Controlling the flow of animals entering the facility will be crucial to the success of AAS lifesaving programs, as well as successful implementation of the recommendations listed in this report.

Intake policies

We recommend an evaluation of current intake practices and work to bring them in line with national best practices. Implementing a managed intake program, which involves regulating and scheduling all intake procedures, is crucial. While we applaud AAS for their current efforts to schedule owner surrenders, there is more that can be done to better serve the public and further reduce intake. Managed intake will allow the shelter to control the timing and method of intake and focus on the "how" and "when" rather than strictly on "who" is admitted. This is a cornerstone best practice that will give AAS the ability to implement other lifesaving programs to fully support their community and achieve no-kill status. For more information, refer to Best Friends Animal Society's Humane Animal Control manual in the chapters on [intake diversion](#) and [delayed or diverted intake](#).

At the present time, animal services officers accept owner surrenders in the field. This practice not only increases the number of animals entering the shelter (when other options may exist) but it also perpetuates the mentality that animals are disposable. Animal services officers should work with owners to find solutions outside of surrender by calling upon shelter and community resources as needed. If alternative options are not available, residents should seek surrender options through the shelter's managed intake program. Making it easy to surrender a pet decreases the likelihood that pet owners seek another alternative rather than surrender. Additionally, allowing owner surrender pickups takes up valuable time that otherwise could be spent on responding to priority calls or proactive field work.

Customer service

The current process for animal intake lacks consistency and personal engagement, with residents often left waiting at the back door without staff guidance or support. A consistent approach to client services, with appropriate counseling and an offer of resources, is essential to reducing unnecessary animal intake. We recommend AAS provide customer service training and managed intake training for all staff, as well as ensure public facing staff members have a good understanding of available public assistance resources.

Owner surrender support

We recommend adjusting current practices to ensure that the top priority for the client service staff is to keep the animal in the home whenever possible.

We recommend engaging with members of the public who call to make an appointment to surrender their pets. This is the perfect opportunity to gather more information regarding the reason for surrender, which can result in solving problems that remove barriers to the owner keeping the animal. If that is still not possible, the shelter now has more information with which to work on creating a positive outcome path for the animal. Right now, the only information collected is name, address, breed of animal, etc., with no attempts made to solve problems or share resources that might help keep the animal in the home or enable the individual owner to rehome the animal. Training and additional materials related to supported self-rehoming, pathway planning, and intake diversion can be provided to support staff for making this change.

AAS staff members working on intake must be transparent with individuals about what relinquishing animals to the shelter really means. Drop-off forms should be updated to include a box to check off to be notified if their animal is in danger of being euthanized. This will drive home the fact that euthanasia is a potential outcome in addition to staff members verbalizing that it's a possibility. Any system in place must ensure that if the box is checked, the previous owner will be notified and given the option to reclaim the animal free of charge if the animal is in danger of being euthanized.

In addition, more resources for increasing owner retention should be made available to the public. These resources should include Adopt a Pet flyers to encourage finding a new home for pets without having them enter the shelter, materials to assist with behavior issues, and supplies such as food, vaccines, leashes, and collars (which can be acquired via donations). Other resources, including medical care, can be obtained by working with the local veterinarians to offer services at a reduced cost and/or offering them at the shelter, where and when appropriate. By offering resources and limiting the hours for stray intake, overall shelter intake at the shelter will drastically reduce, and more animals will be reunited with their families.

Return to owner programming

While AAS does have the ability to return animals to their owners, much more can be done to locate the owners of impounded stray animals and reunite pets with their owners. The national average return-to-owner (RTO) rate for dogs without a microchip is 22%.* In 2023, AAS' overall RTO rate for dogs was less than 12%.

* <https://pubmed.ncbi.nlm.nih.gov/39601784/>

Recommendations:

- Ensure that policies are supportive of return-to-owner programming and barriers are limited. This playbook and other resources that follow can be used to increase RTO efforts.
- Explore the option of creating a lost-and-found map to aid in return-to-owner efforts. This article details successful mapping programs and how to get started.
- An engaged volunteer program would also support an increase in RTO by finding matches on lost-and-found social media pages or canvassing neighborhoods from which stray dogs were impounded.
- With the current open hours of 12-5 p.m., Monday through Saturday, owners looking for lost pets are limited to a small window of time for reclaims. This leads to unnecessary extended shelter stays that risk spreading disease, causing undue stress on both the family and the animal, and resulting in additional costs to taxpayers. To keep the shelter population down, we recommend training all staff on conducting reclaims so that all staff members can perform this vital function (even when the shelter is closed to the public). In many agencies, on-call officers are brought in during on-call hours to conduct owner reclaims and adoptions.
- Appropriate RTO efforts should also be employed by animal services officers in the field. In addition to creating and implementing a field return-to-owner SOP for the field services team, we recommend all officers receive field return-to-owner training, which Best Friends is willing to provide.
- We recommend shoring up resources for informing people about what to do when they find a stray or lose a pet. With the size of the service area, impounding and then bringing a stray animal to the shelter is often an impediment to the animal going home. We recommend encouraging community members to help stray animals find their way home without bringing them to the shelter. Ways to do this include posting the animal's photo on social media, driving around the area where the animal was found and asking neighbors if they recognize the animal, and having the pet scanned for a microchip at a local animal hospital.
- We recommend implementing a finder to foster program and having staff members ask community residents to hold lost pets in their homes for the duration of their stray hold, instead of bringing them to the shelter. AAS can offer supplies such as crates and pet food for support. This gives the animal a better chance of making it home while it cuts down on unnecessary shelter intake.

Animal flow and length of stay

In addition to controlling the flow of animals to the shelter, it is imperative that AAS focus on pathway planning for each animal and then work to reduce average length of stay for impounded animals.

Stray hold period

We recommend implementing a county ordinance change to implement a 72-hour (three-day) stray animal hold. This is considered a standard stray hold period because the likelihood of owners reclaiming pets after this interval is low. While the current five-business-day hold may seem beneficial for maximizing the chances of reuniting lost pets with owners, it can inadvertently strain shelter resources and overcrowd facilities, leading to increased stress, potential health risks for the animals, and a higher loss of life. And, in spite of the current stray-hold period, the return-to-owner rate for dogs at AAS is still 10% below the national average, suggesting that programmatic changes (such as extending hours of operation and implementing more progressive return-in-field programs) would be more beneficial to reuniting lost pets with their families than an extended stray-hold period alone.

A 72-hour hold period creates a reasonable time frame for owner reclamation efforts while alleviating the burden on shelters and promoting more efficient animal care practices. This proposed amendment reflects a proactive approach to animal welfare management, and it emphasizes the importance of finding a balance between safeguarding the well-being of stray/lost animals and ensuring the effective operation of shelter facilities.

- To determine the success of a 72-hour stray hold in increasing live outcomes for pets, we recommend that AAS identify the median time to owner reclaim. Additionally, using systems like [Petco Love Lost](#) will enable AAS to facilitate quick reunions, a crucial step toward enhancing the welfare of shelter animals and increasing the chances of a live outcome for all stray animals.
- Removing stray holds entirely for unidentified stray cats (those without tags or microchips) is becoming more common across the industry. Stray holds for cats do not increase return-to-owner rates and they increase the likelihood of stress and disease for the cat population at the shelter. We recommend that AAS consider removing the stray hold for unidentified stray cats and move toward return-to-field or another live outcome as quickly as possible.

Hours of operation

Shelter hours for adoption are limited to just 24 hours a week, which includes being closed on Sundays. These hours are not conducive for a robust adoption program because many community members have traditional work or school schedules. The shelter closes at 5 p.m. daily, with adoptions ceasing at 4 p.m. so that the staff can perform closing duties. We encourage AAS to extend adoption hours into a few evenings a week, with the ultimate goal of being open for adoptions every night of the week, as well as on Sundays.

By being open on both weekend days, the shelter could significantly increase the number of adoptions and overall lifesaving. The shelter could then be closed on one or two weekdays to allow staff and volunteers to have days off. Staff and volunteers who care for the animals when the shelter is closed to the public should also be fully trained in processing reclaims and adoptions, so that animals can be reclaimed or adopted any time someone is in the building.

Behavior evaluations and handling: Canine behavior assessments

Behavior assessments are used in an attempt to quickly collect information; however, shelters are stressful, unnatural environments for animals, which often cause animals to display behavior that doesn't reflect their natural state. Because behavior assessments have often proven to be inaccurate, most shelters are discontinuing their use and, instead, relying on observation notes.

The ASPCA (American Society for the Prevention of Cruelty to Animals) has released a [position statement](#) on the use of behavior assessments for shelter dogs that states: "Behavior assessments have not been proven highly accurate or precise when used to predict aggression after adoption."

Current industry best practice is to utilize behavioral programs focused on enrichment, with priority placed on getting the animal out of the shelter as soon as possible. Utilizing a comprehensive enrichment program and strategic foster placements for animals with behavior concerns results in more successful predictions of their behavior outside of the shelter. Obtaining behavioral information through surrender forms and detailed observations from staff and volunteers in a variety of settings (play groups, vet clinic exams, walks, foster care, returns, etc.) would allow AAS to provide potential adopters with more accurate predictions of an animal's behavior. In addition, adopters should always be given a disclaimer that an animal's behavior in a home setting can be drastically different from behavior inside a shelter.

While some animals should not be adopted because of behavior, the number of dogs euthanized for behavior at AAS is substantial — 486 from August 16, 2023, through March 27, 2024. Euthanasia based on behavior accounted for 53% of all dog euthanasia during this time period. The ineffectiveness of the current process is the likely cause of many of these animals being killed unnecessarily. More positive outcomes for the animals entering the shelter can be generated by pivoting to a more organic information gathering process than the current pass/fail model of behavior assessment.

Behavior evaluations and handling: Animal handling

Item D.

Observation sheets, conveniently placed under kennel cards, serve as valuable tools for capturing behavior and other information. By implementing the use of observation sheets or QR codes linked to an online platform, shelters can facilitate better continuity of care and communication between shelter and volunteer teams. This comprehensive insight aids in the tailoring of care and enrichment activities to suit animals' unique needs and enhances their overall well-being and prospects for adoption.

To address stress upon intake, AAS should prioritize low-stress handling techniques, such as using treats and towels to provide comfort and security. We recommend all staff complete training in Fear Free Shelters programs to further enhance their ability to minimize stress and anxiety in shelter animals, promote their well-being and support lifesaving.

When transporting cats, staff members should utilize dens or carriers to minimize stress and injury. Carriers should also be covered with a towel, blanket, or sheet. Staff and interested volunteers should receive training on fear-free cat handling to ensure the well-being of both cats and personnel during handling and cleaning procedures.

Pathway planning and daily rounds

From the time of intake, it is important that each animal has a plan in place that centers on the goal of a positive outcome. The goal is to move each animal toward a positive outcome as quickly as possible by considering all pathways (fostering, adoption, transfer, return-to-owner, etc.). We recommend that AAS implement daily population management rounds, which help to streamline animal flow, enhance department collaboration and communication, and reduce average length of stay. By engaging representatives from all departments, these rounds facilitate collaboration, communication, and proactive decision-making. Through streamlined animal flow and proactive population management, the shelter can significantly decrease the average length of stay for animals. This reduction not only minimizes stress and illness but also fosters more positive outcomes for shelter residents.

In conducting population rounds, it's crucial to address AAS's current housing practices, particularly dog housing. The predominant use of double compartment housing, not fully utilized during the assessment, poses challenges for staff efficiency and shelter capacity management. Housing dogs on both sides of guillotines does not allow for low-stress cleaning practices. This leads to decreased efficiency and potential overcrowding. Minimizing this practice without compromising lifesaving should be a priority. Furthermore, proactively focusing on reducing the average length of stay would enable AAS to operate with a lower daily inventory.

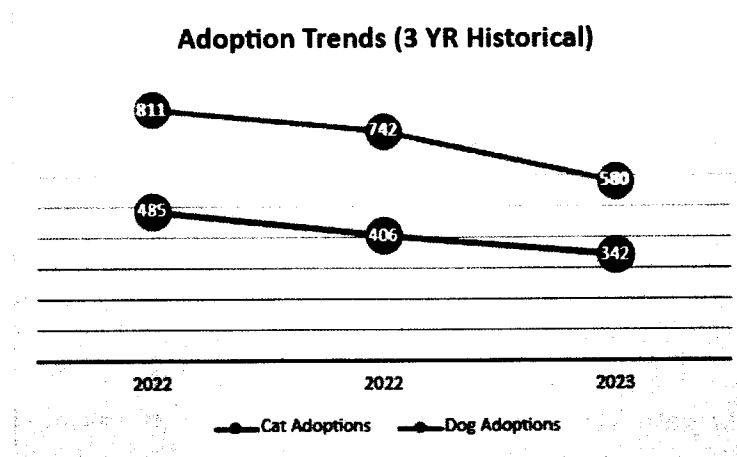
- Review the webinar presentation "Counting All Paws: Mastering Daily Population Rounds" and the Best Friends operational playbook for practical assistance.
- Consider on-site training workshops offered by the Best Friends national shelter medicine team to learn how to implement population management strategies.

Lifesaving programs

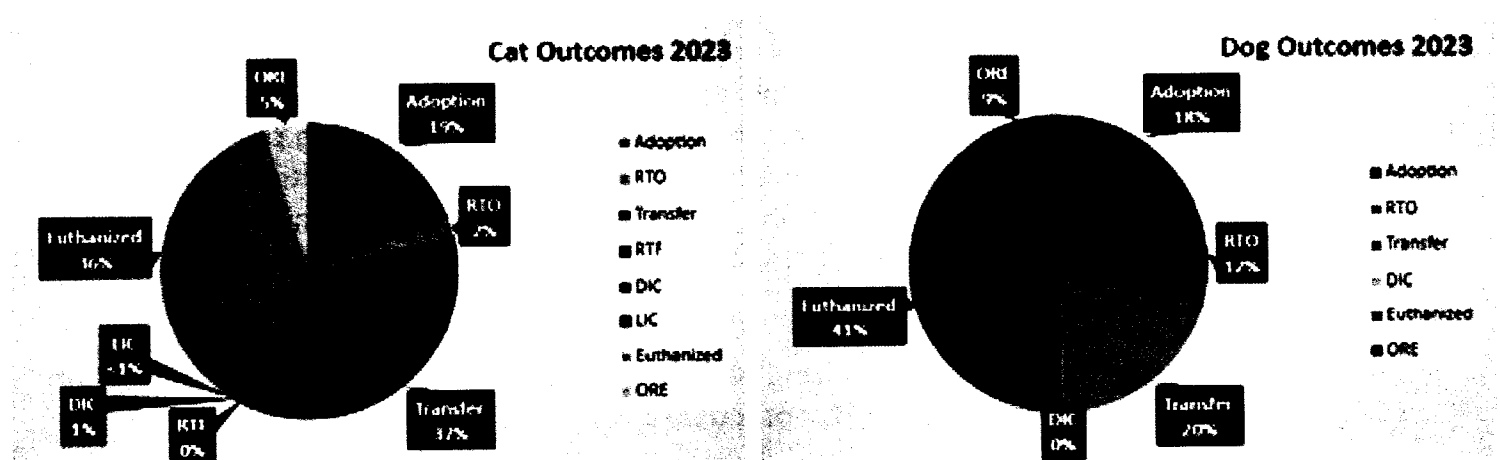
Due to leadership's lack of awareness of national standards, Augusta Animal Services is not utilizing many nationally recognized best practices. Best Friends recommends in-depth, continued training for all staff on nationally proven best practices. A program should be developed at the county level to facilitate this learning.

Adoptions

We recommend that AAS work to increase local adoptions to support lifesaving at the shelter and engagement with the community. The following chart shows how adoptions at AAS have been decreasing each year.



Historically, AAS has relied heavily on rescue transfers and transport to secure positive outcomes. In 2023, transfers accounted for 49% of all live outcomes for dogs and cats. The following charts show a breakout of outcome types by species.



While we commend AAS' effort to find positive outcomes through transport, a heavy reliance on rescue transfers and transport is not a long-term, sustainable solution. Transporting animals outside of the local community, while a seemingly quick solution to a full shelter, can actually harm AAS' relationship with the community. Item D.

Transferring animals out of a community, rather than placing them back into it, results in residents obtaining pets (often unsterilized) from sources other than the shelter. Sterilizing, vaccinating, and microchipping pets entering the shelter and then offering them for adoption in the community is a more sustainable and long-term lifesaving strategy. AAS should seek to increase its community outcomes until such time that transports are no longer necessary.

Recommendations:

- We recommend placing a priority on increasing adoptions through fee-waived and off-site adoption events and marketing efforts. Contacting local radio and television stations combined with a focused strategy for social media, is an effective way to share information on available animals and drive more traffic to the shelter. Some agencies have begun holding targeted off-site adoption events in the communities from which the most animals are impounded. By placing animals back into those areas, AAS is supporting community engagement while ensuring the public has an opportunity to adopt sterilized, vaccinated, microchipped animals.
- The viewing and adopting of animals from AAS is limited to its adoption area, despite the fact that many animals in the stray area are eligible for adoption. We recommend that AAS allow viewing of all animals in the facility, except those on bite-holds and cruelty cases. Additionally, we recommend that AAS utilize reservations (pre-adoption holds) for pets not yet finished with their stray-hold time. In the case of isolated animals, even they can be adopted by allowing adopters to take their pets' medications home with them. All of this aids in reducing length of stay and increasing adoptions.
- To reduce length of stay, free up space, and allow families to take their new pets home the same day, we recommend allowing pets to go home as a "foster to adopt", where the adopter takes the pet to a spay/neuter appointment to avoid having the pet spend any more time in the shelter than necessary. This is especially important for pets remaining in the shelter over a weekend, which could potentially result in euthanasia for space. Many shelters in Georgia successfully allow foster to adopt programs with appropriate measures and agreements in place to ensure pets are spayed and neutered.
- Another avenue for increasing adoptions is a system to move easier to adopt animals out of the shelter more quickly. These "fast track" pets (those deemed highly adoptable by means of a customized matrix) would be spayed or neutered the day after the stray hold is up so that upon adoption they can leave the shelter immediately. These pets are also immediately placed into adoption areas as we know the "fast track" pets will get adopted much faster, freeing up a kennel space. The overall concept is to get the pets out we know will leave quickly in an effort to make more room for those who will likely have a longer length of stay.

Foster programming

A comprehensive foster program can help AAS reduce the on-site animal population, promote individual animal welfare, and reduce the burden on shelter staff. This can then allow staff to focus on improved care and enrichment for the pets on-site at the shelter. Foster for targeted populations (like neonatal kittens or medical cases) provides lifesaving care that might not be possible or feasible in the physical shelter. It is imperative that foster programs be properly supported and a structure be put in place to support foster caregivers.

Currently, Augusta Animal Services leverages relationships with rescue groups to manage foster homes. Best Friends recommends bringing a foster program in-house to the shelter in order to better manage bandwidth and lifesaving possibilities.

With a foster program, a system must also be in place to keep track of continued preventative care (or ongoing medical rechecks) and for foster pets to be promoted for adoption and transfer, so that they do not become “lost in the system.” A system of remote rounds, ideally performed at least weekly, can help track all pets in foster care and function similar to physical daily population rounds, though the animals are listed in a report rather than observed in person.

Volunteer programming

A well-run volunteer program provides a shelter with an immense amount of help to support the staff and animals. Increasing volunteer support at AAS, through public communication efforts and formalization of the existing volunteer program, should be considered a priority to support the success of lifesaving programs and increase quality of care for shelter animals.

Currently, Augusta Animal Services has a small group of dedicated volunteers essential to the operation. We advise AAS to formalize this program, designate clear parameters, and assign a lead volunteer to help manage the program.

Further recommendations:

- Targeted marketing with skill-based volunteer position descriptions will help the recruitment of new volunteers, ensure needed support, and set expectations for new volunteers.
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- Volunteer management software, such as [Volgistics](#) or [Better Impact](#), would be a great addition to help coordinate the program, volunteer engagement, and retention.
- Another strategy to increase volunteers is to include the volunteer coordinator in daily shelter rounds so that needs can be clearly communicated and the volunteer program can be leveraged in pathway planning. These daily rounds are crucial to ensure departments are working collaboratively to save the most lives possible.
- The resources at the end of this report, in conjunction with support from Best Friends, can be used to formalize the existing volunteer program and focus on increasing lifesaving impact.

Enrichment

At the present time, there isn't any formal enrichment program for dogs at AAS. Daily enrichment, including in-kennel and out-of-kennel activities, is as essential as food and water to an animal's overall well-being. It plays a key role in reducing fear and stress levels. Enrichment also supports the adoptability of the animals and the prevention of behavior problems. For those reasons, we recommend incorporating a simple and free enrichment program into the daily care routine for dogs and cats.

Recommendations:

- By integrating in-kennel enrichment into cleaning routines and establishing formalized schedules for playgroups and out-of-kennel time, shelters can ensure all animals receive adequate mental and physical stimulation. Volunteers play a crucial role in implementing enrichment programs, which fosters a sense of responsibility among all shelter staff for each animal's well-being.
- In promoting open adoptions for strays, shelters should prioritize visibility, interaction, and enrichment for these animals. Strays should receive equal promotion, walking opportunities, and enrichment as other shelter residents. Open adoptions, coupled with scheduled spay/neuter and a foster-to-adopt system, provide viable pathways for rehoming strays while ensuring transparency about potential reclaiming.
- Additionally, we recommend Dogs Playing for Life (DPFL) training to support positive interactions and outcomes for all shelter dogs. DPFL will be hosting a training session in Columbia, South Carolina, in May. Best Friends would be willing to cover the costs of having select AAS staff members participate.

The following resource section offers valuable guidance on implementing enrichment programs tailored to shelter dogs and cats, and it emphasizes the importance of mental and physical stimulation for their well-being. These resources complement the shelter's efforts to enhance organic behavior assessment, enrichment, and adoption processes to ultimately improve outcomes for shelter animals.

There is an immediate need for AAS to focus on ensuring basic comfort for all dogs in the shelter. Our assessment revealed a lack of beds or bedding and limited or no access to outdoor areas. This places significant stress on the animals, which can lead to anxiety and discomfort.

Installing timed lighting systems would be an ideal addition. At a minimum, all housing lights should be turned on immediately upon staff arrival and then turned off as a final duty before leaving for the day. We noticed that many dogs and cats remained in dark rooms until they were discovered during morning medication or cleaning routines.

Capacity for care, beyond just listing cage and kennel capacity, also refers to how many pets a shelter can house and still provide them with appropriate care, veterinary attention, adequate space, stress relief, and caregiver attention. Capacity for care goes beyond measuring physical space but is also dependent on the level of enrichment activities for the animals, how much they interact with humans, and the shelter's ability to deliver and maintain health and sanitation standards – all of which help to form quality of life.

To reduce euthanasia due to space, we encourage AAS to utilize cages that are being left empty to maximize capacity without compromising care. A critical factor in determining and maintaining capacity for care is maintaining and assessing population data. This includes being able to populate a daily census, and determine length of stay for every subpopulation of animal (dogs, puppies, cats, kittens) because this information is needed to calculate [adoption driven capacity](#).

We were excited to see the portals installed in cat rooms. In addition to this, all cats should have access to soft resting areas and hiding spots, such as [feral dens](#) or cardboard boxes. For comprehensive guidance on feline housing (including detailed recommendations), please refer to [this comprehensive article](#) on feline housing guidelines.

Client services and community support

In order to foster a more community-oriented approach, the shelter must address a lack of meaningful interaction and communication at various points of contact in the shelter. For instance, adoptions are hindered by front desk staff lacking knowledge about the animals available for adoption. By implementing population rounds, the staff would be familiarized with all animals available for adoption, ensuring they are not overlooked or forgotten.

One promising avenue for collaboration is tapping into the military community, as mentioned by both shelter staff and volunteers. Additionally, field officers can benefit by engaging more with the community, which fosters trust, encourages collaboration, and improves compliance rates. To facilitate these efforts, the shelter can draw upon resources from Best Friends Animal Society's [Humane Animal Control Manual](#) and the Humane Society of the United States' [Pets for Life Toolkit](#). Hosting regular vaccination clinics and making pet food available during normal business hours can further demonstrate the shelter's commitment to serving the community and addressing its needs.

While AAS does have a community cat program in place with a third-party organization, the lifesaving effectiveness of this program can be increased. Taking into consideration staff bandwidth and surgery capacity, as well as keeping in line with best practices, we recommend that AAS immediately stop intake of all healthy outdoor cats (regardless of socialization level) and instead divert them through trap-neuter-vaccinate-return (TNVR). Cat impoundment should be limited to sick or injured stray cats and those involved in bite cases. The limited number of stray cats impounded by the shelter should be sterilized, vaccinated, and (whenever possible) be returned to their original location. This has a direct and immediate impact on lifesaving in the shelter, and it effectively addresses community complaints by offering humane solutions through nuisance mitigation.

Regardless of whether incoming stray cats are friendly or unsocial, leaving them in their outdoor homes is often the best course of action. By doing so, we secure a positive outcome for the cat and preserve the bonds formed between community cats and the individuals who love and care for them. Catching and removing cats from their outdoor environment has not proven to be a reliable form of population management. When cats are removed, resources become available for other cats and wildlife, who then enter the territory and exhibit what is best described as the vacuum effect, information on which can be found [here](#).

More specific recommendations follow:

- Best Friends recommends that field services officers and shelter staff immediately stop the intake of healthy outdoor cats and kittens. The position of the National Animal Care & Control Association (NACA) on the management of outdoor cats can be found [here](#).
- Part of comprehensive community cat programming involves community outreach to educate the public about the program and its effectiveness, as well as the ineffectiveness of less humane alternatives. We recommend that AAS prioritize public messaging around the community cat program that includes shareable print material in both English and Spanish.
- We recommend that AAS provide staff, volunteers, leadership, community members, and partners with comprehensive training on the benefits of and need for stray cat intake diversion as part of a full-scale community cat program. All staff should also receive training on outdoor cat nuisance mitigation and kitten diversion programming to increase successful conversations with the public. Best Friends has abundant resources and assistance available to help.
- We also recommend the updating of intake guidelines for staff and volunteers to include collection of relevant information from residents on cats that must be impounded. Collecting such information empowers shelter personnel to engage in productive conversation on why cats should not automatically be brought to the shelter, why they may be returned to the field, and the overall intentions behind community cat programs. Sample SOPs and intake forms can be provided.
 - Additionally, all shelter policies should be updated to prioritize return-to-field (RTF) programs for all eligible community cats and to emphasize that removing them from their outdoor homes is often not the best option.

Kitten intake diversion

Item D.

While it is common for neonatal kittens to make up the most at-risk population in animal shelters, the problem can be reduced drastically by limiting the impounding of kittens to those who are sick, injured or truly orphaned. Community members who find kittens should be counseled (by shelter and field services staff) on how to determine if the kittens are truly orphaned, guided on how to reunite healthy kittens with their mother, and (if it is determined that the kittens should be impounded), encouraged to take part in a finder-to-foster program. Both kitten intake diversion programs (using [“Wait Until 8” protocols](#)) and finder-to-foster programming support positive outcomes for kittens and cats in the community and in the shelter system.

All staff and trained volunteers should speak with finders about returning the kittens to the location where they were found. If reunification with the mother cat is not possible, they should ask finders to foster the kittens. During kitten season, a successful technique is to station a staff member or volunteer at intake to provide this counseling. In [our neonatal kitten toolkit](#), you can find infographics (in both [English](#) and [Spanish](#)) that can guide finders through the process of determining if intervention is necessary. To increase the conversion rate of these conversations and reduce kitten intake, staff and volunteers should be provided with the training and physical resources to share with potential fosters.

To encourage fostering, kitten care kits, [such as these](#), can be provided, and they also should be available to field service officers to give to residents who find kittens in the field. Long before the residents arrive at the shelter with a cat or kittens, public-facing communications pieces and social media information should be in place to set expectations. In addition to a finder-to-foster program, developing a dedicated foster base for this population will provide further support.

Biosecurity and medical processes

Biosecurity

Biosecurity measures play a critical role in safeguarding the health of shelter animals and preventing the spread of contagious diseases. It is essential for staff to employ personal protective equipment (PPE) when handling animals, particularly high-risk populations such as pediatric animals and new intakes. During our assessment, we did not see any staff member or volunteer using PPE.

At a minimum, staff members handling animals should be wearing gloves, which should be changed between handling animals from different kennels. Additional PPE, including body coverings and foot protection, is recommended for higher-risk situations. Dedicated footwear or shoe covers are also advised, especially in areas where infectious disease is a concern. New intakes and young animals lacking vaccination history are particularly susceptible to infectious diseases, posing a risk to other animals, even if they appear healthy. Therefore, the use of PPE should be considered for all animals, especially during periods of infectious disease outbreaks or when there is concern about disease in the community.

Biosecurity encompasses various measures, including PPE, staff disease surveillance, animal movement, handling procedures, and sanitation protocols. It is crucial to implement biosecurity practices consistently, especially for high-risk populations, such as pediatric animals, animals with unknown vaccination history, or those arriving from areas with known infectious diseases. Prioritizing proactive population management strategies can help mitigate the risks associated with prolonged shelter stays and improve overall outcomes for shelter animals.

Additionally, observation periods should be established for animals with known disease exposure, with appropriate PPE utilized. To minimize disease transmission, animals should be handled in a specific order, from healthy to exposed to sick. By implementing comprehensive biosecurity measures and adhering to recommended protocols, AAS can effectively protect the health and well-being of the animal population.

Adherence to [AAHA vaccine guidelines](#) is crucial for mitigating infectious diseases in shelter animals. We recommend that AAS follow the following guidelines. Animals with unknown medical history should be vaccinated upon intake with (at minimum) FVRCP or DA2PP vaccines. Administer booster vaccinations of FVRCP and DA2PP every two weeks for pediatric animals less than 20 weeks old. Animals 18 weeks and older require a single booster at a two-week interval. Proper vaccine handling and storage in animal shelters are essential to safeguard animal health and prevent the spread of disease. We recommend that AAS ensure that the following metrics are being met at the shelter: For potency maintenance, vaccines require storage temperatures between 35°F to 45°F. Dedicated vaccine refrigerators, regular temperature monitoring, and organization of vaccines by expiration dates are recommended. See this [storage and handling guide](#).

In order to minimize chemical usage and enhance the health and well-being of shelter animals, AAS' sanitation practices must be reevaluated. Currently, the predominant use of bleach as a disinfectant poses several challenges. While bleach can be effective when properly diluted and used with appropriate contact time (10 minutes), bleach is rendered inactive in the presence of organic matter and may not effectively target certain viruses like parvovirus or ringworm. Additionally, alternative products such as enzymatic cleaners and trifectant have limitations and the odor can overwhelm animals, particularly cats.

Rescue/Accel (accelerated hydrogen peroxide) offers a more effective sanitation solution for all shelter areas. Rescue has demonstrated broad-spectrum efficacy against various pathogens, including bacteria, viruses, fungi, and spores, with a faster kill time (five minutes) and compatibility with organic material. Proper dilution and contact time are crucial for effective disinfection, and staff must be adequately trained on its application. Here is a [guideline](#).

Implementing the use of Rescue as the primary disinfectant will optimize sanitation protocols, reduce staff time, and increase disinfection efficacy. For instance, adjusting the parvovirus disinfection protocol to degreasing with Dawn, followed by three treatments with Rescue, and thorough drying, can expedite kennel turnover without compromising effectiveness. And when the process is complete, new animals can immediately be safely placed into kennels. Our parvovirus SOPs can be found [here](#).

To ensure consistent and effective disinfection with Rescue, staff must adhere to manufacturer guidelines for dilution and regularly monitor [dilutions](#) using [Precise-Indicators strips](#).

Comprehensive staff training and compliance with sanitation protocols are vital components of a successful infection control program. By transitioning to Rescue and ensuring proper implementation, the shelter can significantly improve sanitation practices, enhance the overall health and safety of its animal population, and gain back staff time for other needed duties.

Disease surveillance

Item D.

Disease surveillance is a critical aspect of maintaining the health and safety of shelter animals. All staff must be proficient in recognizing the primary signs of common infectious diseases prevalent in shelter environments, such as diarrhea, vomiting, sneezing, coughing, and nasal discharge. Upon observing any of these signs, staff or volunteers should promptly notify the kennel supervisor or appropriate personnel. A standardized procedure outlining the timeline for notification and subsequent actions should be established and consistently adhered to by all staff members. Depending on the nature of the disease, isolation protocols may vary to include physical separation within the same space, utilization of designated isolation rooms, or implementation of signage and barriers.

Rapid identification and isolation of animals displaying signs consistent with disease are paramount. Animals demonstrating symptoms should be swiftly removed from the general population to minimize the risk of disease transmission. Ideally, these animals should be relocated to designated isolation areas or foster homes capable of providing appropriate care while mitigating risks to other animals. If feasible, rapid transfer to other organizations can also help safeguard the shelter population. In cases where isolation options are limited and rapid transfer is not feasible, humane euthanasia may be necessary to prevent disease spread.

It is imperative that AAS staff receive comprehensive training on disease recognition, isolation procedures, and the proper use of PPE. Clear communication channels and documented protocols facilitate swift and effective responses to disease outbreaks. Daily observation and monitoring sheets serve as invaluable tools for tracking animal health and identifying potential disease concerns. Additionally, standing orders and delegated responsibilities among veterinary technicians and assistants optimize the utilization of resources, ensuring efficient and effective care delivery while minimizing strain on professional staff. By implementing robust disease surveillance protocols and fostering a culture of accountability, shelters can proactively safeguard the health and well-being of their animal populations. Here is a highly-recommended webinar for staff training: [Disease Transmission and Prevention Webinar](#).

Respiratory disease

Item D.

Though not witnessed during our evaluation, we were made aware that respiratory disease is a common occurrence at AAS. Stress directly correlates with the outbreak and severity of feline respiratory disease in animal shelters. Enrichment plays a key role in increasing feline health in shelters. When cats can't exhibit natural behaviors, the prevalence of stress and illness increases. Cats require a place to hide, scratch, and perch. Incorporating daily enrichment (which can be simple and free) into their routine supports their well-being in a significant way. Consistent in-kennel enrichment should be provided from the time of intake until departure.

We know that most upper respiratory infections in cats are spread more by fomites than droplets. Cats with mild clinical signs, including weepy eyes, mild ocular or nasal discharge, or the occasional sneeze, can be treated in their kennels with appropriate medications. This reduces stress by eliminating the need for the cat to become acclimated to a new environment or be transported. To reduce transmission of illness, this [provided chart](#) categorizes respiratory disease and minimizes movement accordingly. Staff are required to wear gloves and change between each animal to avoid carrying disease from one cat to another. Disposable gowns should be made available so that if a clinical cat is picked up, the staff member's clothes are not contaminated. These practices ensure that cats are not removed from public view and therefore still have the opportunity to be adopted. The adopter can be sent home with the remainder of the course of medication the cat would be receiving in the shelter. Additionally, a move toward intake diversion for stray cats, plus updates to the current community cat program, will keep the number of cats housed at the shelter low at any given time, which has the effect of reducing stress and illness.

Dogs, on the other hand, do transmit canine infectious respiratory disease complex (CIRDC) from one dog to another via droplets. We recommend that clinical dogs be moved to isolation, but as soon as they are no longer coughing and sneezing (a sign that their disease transmission risks go way down) they should be moved back to adoptions and they can finish their course of medications in their more permanent locations. If isolation in a separate room is not an option, every effort should be made to separate kennels, including putting barriers up as shields from droplets.

Staff training and communications

Training and onboarding

Providing a formal onboarding process and training program for staff will increase staff retention and lead to consistency in program implementation. We encourage AAS to implement a formal training program that includes specific training on programmatic efforts (managed intake, foster care, volunteers, adoptions, community cats, etc.), animal handling, customer service, and complaint mitigation. Ensuring that each new staff member receives consistent and comprehensive training will lead to more successful lifesaving programs and more knowledgeable staff.

Another strategy that agencies have found to be successful is using a tiered model of staff structure that allows for growth and upward mobility. For instance, having different levels of kennel techs (I, II and III) would provide staff with opportunities for professional growth and encourage a focus on training and development. Eligibility for promotion to the next tier gives staff a tangible upward path through the organization and supports retention rates and staff morale.

Internal communications

We recommend holding monthly all-staff meetings, not only to report changes to SOPs and programming, but to share successes and opportunities for improvement, relevant statistics surrounding organizational activities, and other updates. These meetings also give staff members an opportunity to hear about the priorities of each department and consider how they can better support each other in their daily work.

At these meetings, all staff should be encouraged to openly offer suggestions that could aid the organization in its lifesaving efforts, even if those suggestions are outside a staff member's "domain." This will help empower staff to think creatively and encourage personal and professional development.

Policies and procedures

Shelter protocols based on proven animal sheltering strategies are critical tools that ensure that daily operations stay consistent with organizational policies. Protocols must be developed and documented in sufficient detail to achieve and maintain the standards described in this document. They should be reviewed and updated regularly, and all personnel, including volunteers, must have access to them.

We strongly suggest a review of all shelter practices to ensure they are in accordance with the Association of Shelter Veterinarians (ASV) Guidelines 2nd edition. (The guidelines are scheduled to be published in Spanish.) Share them with all staff and ask everyone to read chapters involving their areas of work. Provide staff with these ASV videos, which further define some of the recommendations found in the guidelines. The ASV guidelines checklist is a good way to assess shelter operations. To guarantee compliance, ensure that staff are following the protocol as written when utilizing the checklist. Shelter management must routinely monitor and ensure compliance with protocols. We also recommend that AAS create a review policy to keep documents updated with the latest proven strategies.

Medical policies

We recommend that the medical team implement standing orders and train animal care staff to initially evaluate animals so veterinarians can focus solely on animals that require an elevated level of medical care. Veterinarian assistance need only be requested when cases are not progressing as expected or when cases fall outside of the guidelines. A guideline to follow is “highest and best use.” The term means utilizing staff members in ways that maximize their skills, talents, and potential, based on their licensing and allowable duties. Volunteers should be utilized for basic nonmedical procedures. Functioning in this way enables a shelter to offer care to the maximum number of animals while requiring fewer skilled professional staff resources, especially when they are limited.

The Best Friends national shelter medicine team has compiled a medical protocol template library that will help the AAS. These protocol templates, which are kept up to date with the latest shelter medicine research and evidence-based disease management in shelters, can be easily adapted. We recommend that AAS have the contract veterinarian read over the protocols and sign off on them for ease of use. Changes can be made as needed.

Daily monitoring sheets serve as vital records for tracking the health status of animals under the shelter's care. By systematically documenting observations such as appetite, hydration, and any signs of illness or discomfort, staff can promptly identify and address health concerns to ensure timely intervention and treatment (when necessary). Together, these tools form an integral part of the shelter's operational framework, facilitating effective management and compassionate care for the animals.

Access to spay and neuter

Access to spay/neuter services is extremely limited at Augusta Animal Services. Animals must be transported each week in small numbers to Athens Area Humane Society for surgery, a two-hour drive. In addition to there not being a high enough volume of surgical slots available, the travel time is a drain on staff time and resources. This also poses a significant challenge in addressing the need for population control and preventing unnecessary animal deaths. In response to the limited access to spay/neuter services, it is imperative to reassess existing ordinances to provide shelters with flexibility, particularly during challenging periods. Some ordinances may already include provisions for vouchers or deferred sterilization (which are often underutilized). However, in cases where such options are unavailable, shelters can employ alternative strategies, such as fostering-to-adopt placements until ordinances can be updated. Communities temporarily suspending sterilization-prior-to-adoption ordinances should use their alternate solutions as a pilot project to evaluate the impact on spay/neuter rates and assess the effectiveness of these alternative systems. Collecting and analyzing data will result in informed decisions regarding future animal welfare policies if resources continue to be limited.

Organizational leaders and city leadership should effectively communicate the current state of limited resources to community stakeholders, emphasizing the need for targeted efforts toward the most vulnerable animal populations. Ongoing program monitoring is essential to ensure its future effectiveness and success.

Strategic spay/neuter services, particularly for owned animals, are critical in reducing the population of homeless animals and shelter intake. Collaboration with nonprofits in and around the community for low-cost services is recommended, along with the potential establishment of a fund for individual donations to support this vital service. County funds invested in spay/neuter initiatives are likely to yield significant long-term benefits for animal welfare and community well-being. Additionally, to secure a much-needed full-time veterinarian for your shelter, it is imperative to offer a higher, competitive wage.

Euthanasia protocols

- [ASV position statement on euthanasia](#)
- [AVMA guidelines on euthanasia](#)
- [Canine pre-euthanasia sedation protocols](#)
- [Cat euthanasia guidelines and protocols](#)

Intake diversion and managed intake

- [Best Friends Managed Intake spotlight article](#)
- [Best Friends Managed Intake playbook](#)
- [Additional Intake and Community Services resource page](#)

RTO programming

- [Best Friends Beyond the Scanner: Advanced Field RTO webinar](#)
- [Best Friends Return to Owner playbook](#)
- [Best Friends Field Return to Owner playbook](#)
- [Humane Animal Control Manual Chapter on Return-to-owner strategies](#)

Animal flow and length of stay

- [Daily Rounds SOP template](#)
- [At-Risk Animals Training Playbook.](#)
- [Alternative Outcomes Training Playbook.](#)
- [Animal Flow Training Playbook](#)
- [Daily Rounds: Planning a Pathway Playbook.](#)
- [UCD: Daily monitoring of animal health and behavior](#)
- [Best Friends Length of Stay Manual](#)

Behavioral evaluations and handling

- [American Pets Alive! blog post on Behavior Assessments](#)
- [ASPCA statement on Shelter Dog Behavior Assessments](#)
- [Fear Free Pets article "Why Behavior Evaluations in Shelters Can Be Misleading"](#)
- [Journal of Veterinary Behavior study "What is the evidence for reliability and validity of behavior evaluations for shelter dogs? A prequel to "No better than flipping a coin"](#)
- [National Canine Research Council article "No better than flipping a coin: Reconsidering canine behavior evaluations in animal shelters"](#)
- [Maddies Fund® Dog Handling Handbook](#)

Lifesaving programs

Adoptions

- [Operational training playbook on Adoption.](#)
- [Removing Barriers to Adoption webinar](#)
- [Making the leap to fee-waived adoptions: Reduced fee adoptions and why they work](#)
- [PetSmart Charities' Rescue Writer™ AI tool for creating bios.](#)
- [Sample effective kennel cards](#)
- [Online learning course on Client Service and Barrier-Free Adoptions](#)

Foster and volunteer programming

- [Foundations of Volunteer Engagement](#)
- [Best Friends volunteer resources](#)
- [Foster Programs Training Playbook](#)
- [Best Friends Humane Animal Control manual chapter on Foster Programs](#)
- [Cat Foster Care Manual](#)
- [Kitten Foster Care Manual](#)
- [Dog Foster Care Manual](#)
- [HASS "Recruit More Fosters" Blog](#)

Enrichment

- [Enrichment for shelter dogs](#)
- [Kennel enrichment](#)
- [Enrichment on a Dime \(webinar\)](#)
- [Enrichment for shelter cats](#)
- [Hiding places for cats](#)
- [Best Friends Animal Society's Humane Animal Control manual, chapter on shelter cat enrichment](#)
- [Best Friends Animal Society's Humane Animal Control manual, chapter on shelter dog enrichment](#)
- [Links to Enrichment Resources \(DPFL\)](#)

Housing

- [University of Wisconsin: Facility Design, Shelter Animal Housing and Shelter Population Management](#)

Customer service and community support

- [Best Friends webinar on Community Engagement: The Lifesaving Philosophy](#)
- [Social Media 101 webinar from Best Friends](#)
- [Managing Negativity in Social Media playbook](#)
- [Best Friends Humane Animal Control manual chapters on:](#)
 - [The Role of Animal Control in Local Government](#)
 - [The Role of Local Government in Animal Control](#)
- [Article on outdated policies](#)

Cat lifesaving and kitten intake diversion

- [Best Friends Kitten Lifesaving Resources](#)
- [Dr. Kate Hurley's webinar on Kitten Intake Decisions](#)
- [What to do if you find kittens flyer](#)
- [Best Friends webinar on mitigating nuisance cat complaints](#)
- [The Dilemma of the Friendly Outdoor Cat](#)
- [Operational training playbook on Feline Housing and Enrichment](#)
- [ASPCA resource: Hiding Places Mean Happier Cats](#)

Biosecurity and medical processes

- [AAHA vaccination guidelines for shelter-housed dogs](#)
- [Association of Shelter Veterinarians Guidelines for Standards of Care in Animal Shelters](#)
 - [Checklist version](#)
- [Expanding Veterinary Capacity in Shelters](#)
- [2023 AAHA Technician Utilization Guidelines](#)
- [Operational training playbook on Disease Control: The Role of Sanitation Training Playbook](#)
- [Best Friends Cleaning and Sanitation Course](#)
- [Rescue brand cleaner reference sheet](#)
- [ASPCA Shelter Disinfectant Quick Reference](#)

Staff training and communications

- [Operational playbook on Culture Initiatives Playbook](#)
- [Jack Welch's Approach to Breaking Down Silos Still Works](#)
- [The Association for Animal Welfare Advancement's webinar "Building a Leadership Culture" of the series A Great Place to Work](#)
- [American Pets Alive Building a Positive Workplace Culture: Why It Matters and How to Do It](#) webinar
- ["Building a Leadership Culture"](#)
- [Best Friends Humane Animal Control manual appendix on Shelter Animal Data Collection](#)
- [Article on data mapping: Mapping Made Easy](#)

CONCLUSION

We believe that Augusta Animal Services has the potential to become a lifesaving resource to the community in a relatively short time. To do this, the recommendations in this assessment need to be strategically incorporated into the daily operations of AAS. Best Friends Animal Society stands by AAS ready to assist with strategy and implementation, provided that leadership and staff are all in full support.



Disclaimer: Best Friends' reports are based upon observations and information available at the time of the assessment of your operations. We do not claim (1) that we have discovered any or all existing or potential hazards or (2) that your business locations or operations are in compliance with any law, rule or regulation. We assume no responsibility for the control or correction of hazards and do not warrant that the implementation of any of our recommendations will result in (1) the elimination of any unsafe conditions or (2) compliance with any standards, codes, ordinances, regulations, statutes or laws.

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.

Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>May 7, 2024</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: SheaAaron Burns, Founder/CEO of MelodiousOne Educational Institute, Inc.

Address: 2801 Washington Rd. Ste 107 #401 Augusta, GA 30909

Telephone Number: (803) 614-5956 (personal) (706) 912-1617 (work)

Fax Number: _____

E-Mail Address: sheaburns22@gmail.com (personal) info@mei-arts.org (work)

Caption/Topic of Discussion to be placed on the Agenda:

MEI - A Tuition-Free 3K-8th grade Immersive Arts School in Richmond County

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.



Commission Meeting

May 7, 2024

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. SheaAaron Burns regarding MEI-A Tuition-Free 3K-8th grade Immersive Arts School in Richmond County.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

May 7, 2024

Item Name: ZA-R-261

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>ZA-R-261</u> – A request concurrence with the Augusta Planning Commission to amend the Comprehensive Zoning Ordinance by amending Section 26-1 to establish criteria for the granting of a special exception pertaining to low- THC oil dispensaries , pursuant to O.C.G.A. 16-12-215(a). (Approved by the Augusta Commission April 16, 2024 - second reading)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING ORDINANCE OF AUGUSTA, GEORGIA, SECTION 26, TO PROVIDE FOR A SPECIAL EXCEPTION FOR DISPENSING LICENSEES OF LOW-THC OIL TO OPERATE NEAR COVERED ENTITIES, TO REPEAL ALL CODE SECTIONS AND ORDINANCES AND PARTS OF CODE SECTIONS AND ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the State of Georgia has provided for the sale of low-THC oil through the “Georgia’s Hope Act”,

WHEREAS, the State of Georgia, through the Georgia Access to Medical Cannabis Commission, issues dispensing licenses to stand-alone low-THC oil dispensaries and independent pharmacies to sell low-THC oil;

WHEREAS, the State of Georgia permits local jurisdictions to make decisions under its zoning power as to whether dispensing licensees may operate within 1,000 feet, measured from property boundary to property boundary, of a public or private school, an early care and education program, or a place of public religious worship;

WHEREAS, the Augusta-Richmond County Commission wishes to permit potential dispensing licensees to apply for a special exception through the Comprehensive Zoning Ordinance to operate within 1,000 feet of the aforementioned entities,

BE IT ORDAINED by the Augusta-Richmond County Commission, and it is hereby ordained by authority of the same as follows:

SECTION 1. The Comprehensive Zoning Ordinance of Augusta, Georgia, Section 26-1 *Special Exceptions*, is hereby amended by adding subsection “v” as described in Exhibit “A”.

SECTION 2. This ordinance shall become effective upon adoption.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this ____ day of _____, 2024.

(SEAL)

AUGUSTA, GEORGIA

By: _____

Garnett L. Johnson

Mayor

Attest:

Clerk of Commission

STATE OF GEORGIA

RICHMOND COUNTY

FIRST READING _____

SECOND READING _____

CLERK'S CERTIFICATE

I, **LENA J. BONNER**, Clerk of Commission, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Augusta-Richmond County Commission ("the Commission") at an open public meeting duly called and lawfully assembled at 2:00 P.M., on the ____ day of _____, 2024, in connection with the foregoing ordinance, that such ordinance has not been modified or rescinded as of the date hereof, and the original of such ordinance being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby **CERTIFY** that there was a quorum of the Commissioners present at such meeting, and that such ordinance was duly adopted by the pursuant to the constituting and governing laws of the Augusta-Richmond County Commission.

Witness my hand and the official seal of Augusta, Georgia this ____ day of _____, 2024

(SEAL)

Lena J. Bonner
Clerk of Commission

DRAFT

Exhibit “A”

(v) Dispensing licensees under the Georgia Access to Medical Cannabis Act who wish to operate within a 1,000 foot radius of a “covered entity” as that term is defined in O.C.G.A. § 16-12-215(a):

(1) The dispensing licensee’s location is needed to allow retail outlets to be established to service registered patients, as that term is defined in O.C.G.A. 16-12-200(11), residing within Augusta, Georgia; and

(2) The dispensing licensee’s location is in conformity with the comprehensive plan; and

(3) The dispensing licensee’s operation shall be consistent with all applicable state permit and licensing requirements; and

(4) The Planning Commission shall determine that the foregoing requirements have been satisfied, and further, that the benefits of the proposed dispensing licensee are greater than any possible depreciating effects and damages to neighboring properties.



Commission Meeting

May 7, 2024

Food Truck Decal Requirement and \$5.00 Fee

Department:	Planning & Development Department
Presenter:	Carla Delaney, Director, or Staff Designee
Caption:	Motion to approve an ordinance requiring food truck operators possessing an Augusta-Richmond County business license to have an annual decal. The decal will cost \$5.00. (Approved by the Commission in meeting held April 16, 2024- second reading)
Background:	On November 7, 2023, the Augusta Commission directed Planning & Development to provide an update to Ordinance No. 7342 to aid in readily identifying approved food truck operators.
Analysis:	County Code of Ordinances Article 3: Food Trucks Section 6-5-10 Business Tax Certificate would be expanded to include one additional criterion <i>“The planning and Development Department will provide a \$5.00 decal annually to the food trucks with a current business license. The decal shall be prominently displayed on the food truck approved by the Department of Health and the Fire Department.”</i>
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Motion to approve the new decal requirement and the additional \$5.00 decal fee for food truck operators possessing an Augusta-Richmond County Business License.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

ORDINANCE NO. _____

AN ORDINANCE TO AMEND TITLE SIX, CHAPTER FIVE, ARTICLE THREE, TO PROVIDE FOR AN ANNUAL FOOD TRUCK DECAL, THE COST OF THE DECAL, AND THE PLACEMENT OF THE DECAL, TO REPEAL ALL CODE SECTIONS AND ORDINANCES AND PARTS OF CODE SECTIONS AND ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Augusta, Georgia believes that food trucks are an efficient and effective way to provide amenities to the public enjoying outdoor spaces; and

WHEREAS, Augusta, Georgia believes that food trucks are small businesses that should be supported and encouraged; and

WHEREAS, regulation of food trucks for the health, safety, and general welfare of the public has been determined by both the State of Georgia and the Augusta, Georgia to be an important concern; and

WHEREAS, the Augusta-Richmond County Commission believes that an easily identifiable and visible decal of nominal cost, issued upon licensure by both the Augusta, Georgia Planning and Development Department and the Georgia Department of Public Health, shall promote the public's confidence in patronizing food trucks,

BE IT ORDAINED by the Augusta-Richmond County Commission, and it is hereby ordained by authority of the same as follows:

SECTION 1. Title 6, Chapter 5, Article 3, Section § 6-5-10 *Business Tax Certificate Required* of the Augusta, Georgia Code of Ordinances is hereby amended by adding subsection "d" as described in Exhibit "A".

SECTION 2. This ordinance shall become effective upon adoption.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this ____ day of _____, 2024.

(SEAL)

AUGUSTA, GEORGIA

By: _____

Garnett L. Johnson

Mayor

Attest:

Clerk of Commission

STATE OF GEORGIA

RICHMOND COUNTY

FIRST READING _____

SECOND READING _____

CLERK'S CERTIFICATE

I, LENA J. BONNER, Clerk of Commission, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Augusta-Richmond County Commission ("the Commission") at an open public meeting duly called and lawfully assembled at 2:00 P.M., on the ____ day of _____, 2024, in connection with the foregoing ordinance, that such ordinance has not been modified or rescinded as of the date hereof, and the original of such ordinance being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby **CERTIFY** that there was a quorum of the Commissioners present at such meeting, and that such ordinance was duly adopted by the pursuant to the constituting and governing laws of the Augusta-Richmond County Commission.

Witness my hand and the official seal of Augusta, Georgia this ____ day of _____, 2024

(SEAL)

Lena J. Bonner
Clerk of Commission

DRAFT

Exhibit “A”

Article 3

Food Trucks

§ 6-5-10. Business Tax Certificate Required.

- a) The Food Truck vendor must obtain an annual Business Tax Certificate. During the Food Truck's hours of operation, the vendor shall display the current Business Tax Certificate (business license) and Richmond County Health Department issued Georgia Department of Public Health Mobile Food Service Permit and must have in the truck written authorization from the property owner for food vending.
- b) Prior to a Business License being issued the Food Truck vendor shall be approved by the Richmond County Health Department or the Georgia Department of Agriculture if selling commercially packaged food.
- c) The Augusta Fire Department will inspect for compliance with the NFPA 96 Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations 2004 Edition prior to a Business License being issued.
- d) The Planning and Development Department shall issue upon application and payment of a \$5.00 fee a decal to the food trucks with a current business license. The decal shall expire on December 31 of the calendar year. A current and non-expired decal shall be prominently displayed on the food truck approved by the department of Health and the Fire Department.

2023

Item 2.



FOOD TRUCK

65



Commission Meeting

May 7, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	Motion to approve A.N. 24-19 - New Location: Deep Patel requesting Retail Package Beer and Wine for Gas World #7 located at 3293 Deans Bridge Road. District 5, Super District 9. (Approved by Public Services Committee April 30, 2024)
Background:	New Location – Gas World #7
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of \$1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Augusta-Richmond County Planning & Development Department
1803 Marvin Griffin Road
Augusta, GA. 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number 2024-365

1. Name of Business Gas World 7
2. Business Address 3293 Deans Bridge Rd
3. City Augusta State GA Zip 30906
4. Business Phone () Home Phone ()
5. Applicant Name and Address: Deep Patel
646 Emerald Xing
Evans, GA 30809
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel 0954054000 Zoning _____
9. Location Manager(s) Deep Patel
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(☒) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: Laxmi 7 LLC
12. Mailing Address:
Name of Business Gas World 7
Attention Deep Patel
Address 646 Emerald Xing
City/State/Zip Evans, GA 30809
13. Ownership Type: (☒) Corporation () Partnership () Individual
14. Corporate Name: Laxmi 7 LLC
List name and other required information for each person having interest in this business.

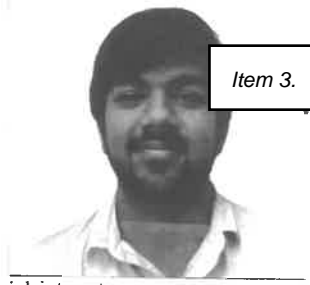
Name	Position	SSNO#	Address	Interest
<u>Deep Patel</u>	<u>Owner</u>		<u>646 Emerald Xing</u> <u>Evans, GA</u>	<u>100</u>

15. What type of business will you operate in this location?
() Restaurant - Full () Lounge (☒) Convenience Store
() Restaurant - Limited () Package Store () Hybrid
() Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Consumption on Premises					
Wholesale					

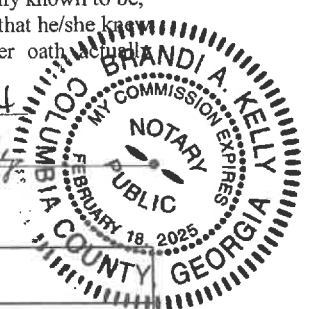
Total License Fee: \$ _____
Prorated License Fee: (After July 1 ONLY) \$ _____

16. Have you ever applied for an Alcohol Beverage License before: Yes
If so, give year of application and its disposition: Laxmi 15 Approved
17 Approved
21 Just Applied
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No If so, please initial D.P.



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. (✓) Yes () No
If yes, give reason charged or held, date and place where charged and its disposition.
Disorderly Conduct, 2022 dismissed
21. List owner or owners of building and property.
Laxmi
22. List the name and other required information for each person, firm or corporation having any interest in the business.
Laxmi 7 LLC
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, Deep Patel
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
Deep Patel
Applicant Signature
25. I hereby certify that Deep Patel is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she has read and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 1 day of March, in the year 2024

Brandi A. Kelly
Notary Public



FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
<u>Recommendation</u>			
Alcohol Inspector			
Sheriff			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____.
(Approved, Disapproved) the forgoing application

Administrator

Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-19

Application Type: Retail Package Beer, and Wine - New Location

Business Name: Gas World 7

Hearing Date: April 30, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning and Development Department

Applicant: Deep Patel

Property Owner: LAXMI, LLC

Address of Property: 3293 Deans Bridge Road

Tax Parcel #: 095-4-054-00-0

Commission Districts: District 5, Super District 9

ANALYSIS:

Location Restrictions:

- **Zoning:** General Business, B-2
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

- **Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous Revocation of License** – If the applicant is a person whose license issued under the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$1,330.00

RECOMMENDATION:

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

NOTE: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all information available at that time.



Commission Meeting

May 7, 2024

Alcohol License

Department:	Planning and Development
Presenter:	Brian Kepner, Deputy Director, Planning & Licensing Divisions
Caption:	Motion to approve A.N. 24-20 – Existing Location: Betty Brown requesting Liquor, Beer and Wine consumption on premises for Pasches Island Soul Restaurant located at 307 James Brown Boulevard, District 1, Super District 9. (Approved by Public Services Committee April 30, 2024)
Background:	Existing Location - Liquor, Beer, and Wine consumption on premises, Pasches Island Soul Restaurant
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of \$4,365.00
Alternatives:	N/A
Recommendation:	Planning and Development recommends approval of the application subject to additional information not contradicting the applicant’s statements. Sherrif’s Office recommends approval of the application subject to additional information not contradicting the applicant’s statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Pasches Island Soul Restaurant LLC
2. Business Address 307 James Brown Blvd
3. City Augusta State Georgia Zip 30901
4. Business Phone (706) 550 0189 Home Phone (____) _____
5. Applicant Name and Address: Betty Brown
226 Sudlow Ridge Road,
North Augusta, SC 29841
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel #037-3-219-00-0 Zoning B2
9. Location Manager(s) Paschelle Holder

10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes () No

OWNERSHIP INFORMATION

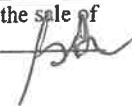
11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business Pasches Island Soul Restaurant LLC
Attention Betty Brown
Address 307 James Brown Blvd
City/State/Zip Augusta, GA, 30901
13. Ownership Type: () Corporation (☒) Partnership () Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Paschelle Holder	Co-Owner		3292 Parker Road Hephizbah, GA 30815	25%
Betty Brown	Co-Owner		226 Sudlow Ridge Road, North Augusta, SC 29841	75%

15. What type of business will you operate in this location?
(x) Restaurant () Lounge () Convenience Store
() Package Store () Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	X	X	X		
Wholesale					

Total License Fee: \$ 4,365
Prorated License Fee: (After July 1 ONLY) \$ _____

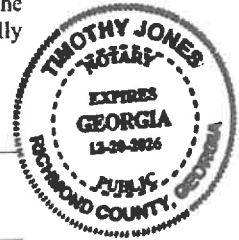
16. Have you ever applied for an Alcohol Beverage License before: No
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No If so, please initial. BJB 



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. (X) Yes () No
If yes, give reason charged or held, date and place where charged and its disposition.
NYC, indecent behavior and expunged Over 40 years ago
21. List owner or owners of building and property.
Betty Brown
Paschelle Holder
22. List the name and other required information for each person, firm or corporation having any interest in the business.
None
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, Betty Brown
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
25. I hereby certify that Betty Brown is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 4 day of March, in the year 2024.

Applicant Signature

Notary Public



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Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____
(Approved, Disapproved) the forgoing application.

Administrator

Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-20

Application Type: Existing Location - Liquor, Beer, and Wine consumption on premises

Business Name: Pasches Island Soul Restaurant

Hearing Date: April 30, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning & Development Department

Applicant: Betty Brown

Property Owner: Betty Brown

Address of Property: 307 James Brown Boulevard

Tax Parcel #: 037-3-219-00-0

Commission Districts: District 1, Super District 9

ANALYSIS:

Location Restrictions:

- **Zoning:** General Business, B-2
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

- **Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous Revocation of License** – If the applicant is a person whose license issued under the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$4,365.00

RECOMMENDATION:

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

NOTE: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all information available at that time.



Commission Meeting

May 7, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	Motion to approve A.N. 24-21 - New Ownership (Existing Location): Swetha Jaini requesting Retail Package Beer, and Wine for Texaco Food Mart located at 4150 Windsor Springs Road. District 6, Super District 10 (Approved by Public Services Committee April 30, 2024)
Background:	New Ownership of Existing Location – Texaco Food Mart
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of \$1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Augusta-Richmond County Planning & Development Department
1803 Marvin Griffin Road
Augusta, GA. 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number 2024-409

1. Name of Business SAT BALAJI INC DBA-TEXACO FOOD MART
2. Business Address 4150 WINDSOR SPRING RD
3. City HEPHZIBAH State GA Zip 30815
4. Business Phone (____) _____ Home Phone (____) _____
5. Applicant Name and Address: SWETHA JAINI
736 CRESTWOOD PKWY
EVANS, GA- 30809
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____

8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____

10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(☒) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 02/06/2024
12. Mailing Address:
Name of Business TEXACO FOOD MART
Attention SWETHA JAINI
Address 4150 WINDSOR SPRING RD
City/State/Zip HEPHZIBAH /GA/ 30815
13. Ownership Type: (☒) Corporation () Partnership () Individual
14. Corporate Name: SAT BALAJI INC
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>SWETHA JAINI</u>	<u>OWNER</u>		<u>736 CRESTWOOD PKWY</u> <u>EVANS, GA/ 30809</u>	<u>100 %</u>

15. What type of business will you operate in this location?
() Restaurant - Full () Lounge (☒) Convenience Store
() Restaurant - Limited () Package Store () Hybrid
() Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Consumption on Premises					
Wholesale					

Total License Fee: \$ _____
Prorated License Fee: (After July 1 ONLY) \$ _____

16. Have you ever applied for an Alcohol Beverage License before: NO
If so, give year of application and its disposition: _____

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No If so, please initial SJ



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.

22. List the name and other required information for each person, firm or corporation having any interest in the business.

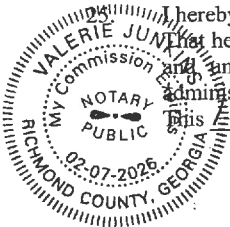
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, SWETHA JAINT
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

J. Swella
Applicant Signature

I hereby certify that SWETHA JAINT is personally known to be, that he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.

This 15 day of March, in the year 2024.

Valerie Junthius
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff	✓		<u>[Signature]</u>
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____.
(Approved, Disapproved) the forgoing application

Administrator

Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-21

Application Type: Retail Package Beer, and Wine - New Ownership (Existing Location)

Business Name: Texaco Food Mart

Hearing Date: April 30, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning and Development Department

Applicant: Swetha Jaini

Property Owner: RSS 2012, LLC

Address of Property: 4150 Windsor Springs Road

Tax Parcel #: 153-0-121-00-0

Commission Districts: District 6, Super District 10

ANALYSIS:

Location Restrictions:

- **Zoning:** General Business, B-2
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

- **Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous Revocation of License** – If the applicant is a person whose license issued under the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$1,330.00

RECOMMENDATION:

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

NOTE: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all information available at that time.



Commission Meeting

May 7, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	Motion to approve A.N. 24-22 - New Location: Karl Hunsinger, Jr. requesting Retail Package Beer and Wine located at 3661 Mike Padgett Highway. District 6, Super District 10 (Approved by Public Services Committee April 30, 2024)
Background:	New Location – Parker’s #110
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of \$1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2024 Alcohol Account Number 2024-367

1. Name of Business Parker's #110
2. Business Address 3661 Mike Padgett Hwy
3. City Augusta State GA Zip 30906
4. Business Phone (706) 785-0003 Home Phone (843) 898-3634
5. Applicant Name and Address: 3113 Westwood Circle
Beaufort, SC 29906
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel 157-0-006-01-0 Zoning _____
9. Location Manager(s) Karl E. Hunsinger, Jr.
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business Gregory M. Parker, Inc.
Attention Blake L. Greco, General Counsel
Address 171 Crossroads Parkway
City/State/Zip Savannah, GA 31407
13. Ownership Type: (x) Corporation () Partnership () Individual
14. Corporate Name: Gregory M. Parker, Inc.
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Gregory M. Parker	Owner/CEO		10 E. Taylor Street, Savannah, GA	100%

15. What type of business will you operate in this location?
() Restaurant () Lounge (x) Convenience Store
() Package Store () Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		x	x		x
Consumption on Premises					
Wholesale					

Total License Fee: \$ 120.00
Prorated License Fee: (After July 1 ONLY) \$ _____

16. Have you ever applied for an Alcohol Beverage License before: Yes
If so, give year of application and its disposition: See attached Exhibit "A"
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (x) Yes () No If so, please initial. [Signature]



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.

19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) No
If yes, give full details: _____

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____

21. List owner or owners of building and property.

Property: Drayton-Parker Companies, LLC

Building: Gregory M. Parker, Inc.

22. List the name and other required information for each person, firm or corporation having any interest in the business.

Gregory M. Parker

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

A.) Church 872 yds

C.) School 2,235 yds

B.) Library 6,370 yds

D.) Public Recreation 1,933 yds

24. State of Georgia, Augusta-Richmond County, I, Karl E. Hunsinger, Jr.

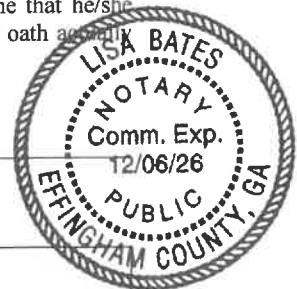
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.

Karl E. Hunsinger, Jr.
Applicant Signature

25. I hereby certify that Karl E. Hunsinger, Jr. is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.

This 1st day of MARCH, in the year 2024.

Lisa Bates
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff	<input checked="" type="checkbox"/>		<u>[Signature]</u>
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____
(Approved, Disapproved) the forgoing application.

Administrator

Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-22

Application Type: Retail Package Beer, and Wine - New Location

Business Name: Parker's #110

Hearing Date: April 30, 2024

Prepared By: Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning and Development Department

Applicant: Karl Hunsinger, Jr.

Property Owner: Drayton-Parker Companies, LLC

Address of Property: 3293 Deans Bridge Road

Tax Parcel #: 157-0-006-01-0

Commission Districts: District 6, Super District 10

ANALYSIS:

Location Restrictions:

- **Zoning:** General Business, B-2
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

- **Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous Revocation of License** – If the applicant is a person whose license issued under the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$1,330.00

RECOMMENDATION:

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

NOTE: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all information available at that time.



Commission Meeting

May 7, 2024

Motion to approve additional funding for Senior Nutrition Sites

Department:	Parks and Recreation
Presenter:	Charles Jackson
Caption:	Motion to approve additional funding for Senior Nutrition Sites for the provision of cost-free recreational services to program participants. (Approved by Public Services Committee April 30, 2024)
Background:	The Public Services Committee tasked the Parks & Recreation Department with researching the establishment of a monetary supplement for the senior programs to disseminate between the senior nutrition sites, and to look at the establishments of senior rates for facilities. The expressed focus of the supplement is on senior program participants being able to participate in educational and/or cultural field trips without risking a financial hardship.
Analysis:	The Parks & Recreation Department has reached out to other Parks & Recreation agencies to collect information on best practices and discuss the Department's approach. Staff has developed recommendations based on the information received and the subsequent discussion. With currently 200 registered participants, the Department recommends increasing the budgets for the six senior nutrition sites by \$5,000 each. The Department will establish a field trip policy for the senior programs so that those funds can be managed by each community center manager and are utilized for cost-free educational and cultural field trips.
Financial Impact:	\$30,000.00
Alternatives:	<ol style="list-style-type: none"> 1. To Approve 2. To move to no action
Recommendation:	<ol style="list-style-type: none"> 1. To Approve
Funds are available in the following accounts:	Requesting the needed funds come from the 1% cut from Recreation's 2024 Administrator recommended budget.
<u>REVIEWED AND APPROVED BY:</u>	N/A

Senior Center Social Outings Guidelines

Blythe Senior Center
Carrie J. Mays Senior Center
Henry H. Brigham Senior Center
McBean Senior Center
McDuffie Woods Senior Center
Sand Hills Senior Center



PURPOSE OF THE SENIOR CENTERS/LEISURE SITES

The Senior Centers/Leisure Sites were established to provide services to seniors in their communities. Most are multi-purpose facilities offering meals, educational programs such as Health and Wellness and activities to seniors and the community. The programs, projects, and activities are designed to help meet individual and community needs and contribute to the welfare of senior citizens.

ADDITIONAL FUNDING

An additional one-time Fiscal Year 2024 funding appropriation of \$30,000, distributed equally among the six Senior Nutrition Sites, would cover the cost for registered seniors within our programs to attend educational, and cultural field trips, to include but not limited to, arts, movies, museums, and plays. Funds will be managed by the Community Center Managers at each nutrition site.

SENIOR ELIGIBILITY REQUIREMENTS

- To be eligible for the Senior Nutrition Program, seniors must be
 - Age 60 or older.
 - The spouse of an eligible person 60 or older.
 - An individual with a disability who resides in a non-institutional household and accompanies an eligible person for the program.
 - Be able to function on the premises without supervision and without one-on-one assistance. Those needing assistance must be accompanied by a responsible person who will provide the assistance/supervision needed.
- All seniors wanting to participate in a senior outing must sign up via an activity sign in sheet at their registered senior site.
- Currently, there are approximately 200 registered seniors in the Senior Nutrition Program.

SAMPLE ACTIVITY SIGN IN SHEET

ACTIVITY:	
DATE:	
1.	2.
3.	4.
5.	6.
7.	8.
9.	10.
11.	12.
13.	14.
15.	16.
17.	18.
19.	20.
21.	22.
23.	24.
25.	26.
27.	28.
29.	30.



Commission Meeting

May 7, 2024

Request a Motion to Adopt: The Federal Transit Administration (FTA) Title VI Civil Rights Program

Department:	Planning and Development
Presenter:	Carla Delaney or Department Designee
Caption:	Motion to adopt the Title VI FTA Compliance and Implementation for the Metropolitan Planning Organization and Augusta Transit. (Approved by Public Services Committee April 30, 2024)
Background:	Every three (3) years FTA requires an update to the Title VI Program. The objectives of the updates are: 1) compliance with federal and state regulations, 2) ensure that the most current socio/demographic information is being used to identify minority and low-income populations, 3) promote participation and meaningful access to transportation planning and programming.
Analysis:	Compliance with the updates is required to retain eligibility for funding opportunities from state and federal agencies pertaining to transit and other transportation-related services.
Financial Impact:	The Augusta Transit and the Augusta Regional Transportation Study (ARTS) receives access to millions of dollars annually to pursue transportation projects, studies, and improvements typically with an 80/20 match or 100% grant (as was the case with CARES funding).
Alternatives:	AT & ARTS would be ineligible for state and federal funding if the updated program is not approved.
Recommendation:	Motion to adopt the FTA Title VI Civil Rights Program as presented.

Funds are available in Fund 220 & 547
the following accounts:

REVIEWED AND N/A
APPROVED BY:



FEDERAL TRANSIT ADMINISTRATION TITLE VI CIVIL RIGHTS PROGRAM

*Pursuant to U.S Department of Transportation –
Federal Transit Administration
Prepared by: Augusta Planning and Development Department
Carla Delaney, Director
Augusta Transit Department
535 Telfair Street, Augusta, GA 30901
Phone (706) 821-1796*

**Updated:
3/31/2024**

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TITLE VI
FEDERAL TRANSIT ADMINISTRATION
COMPLIANCE AND IMPLEMENTATION
METROPOLITAN TRANSPORTATION PLANNING
AUGUSTA PLANNING AND DEVELOPMENT DEPARTMENT
AUGUSTA TRANSIT
On behalf of
AUGUSTA REGIONAL TRANSPORTATION STUDY (ARTS)

(TITLE VI APPROVAL LETTER FROM GDOT HERE)

List of Acronyms

3C	Cooperative, Continuous & Comprehensive planning	LSCOG	Lower Savannah Council of Governments
ACPDD	Aiken County Planning & Development Department	MB	Motor Bus
ACS	American Community Survey	MOU	Memorandum of Understanding
ADA	The Americans With Disabilities Act	MPA	Metropolitan Planning Area
APA	American Planning Association	MPO	Metropolitan Planning Organization
APDD	Augusta Planning & Development Department	MPR	Milestone Progress Reports
ARP	American Rescue Plan	MSA	Metropolitan Statistical Area
ARTS	Augusta Regional Transportation Study	MTP	Metropolitan Transportation Plan
AT	Augusta Transit	NAPDD	North Augusta Planning and Development Department
BFE	Best Friend Express	NEPA	National Environmental Policy Act
BPAC	South Carolina Bicycle and Pedestrian Advocacy Committee	NHPMS	National Highway Performance Monitoring System
CAC	Citizens Advisory Committee	NHS	National Highway System
CCPD	Columbia County Planning Division		NPMRDS National Performance Management Research Data Set
CEO	Chief Executive Officer	NTD	National Transit Database
CFR	Code of Federal Regulations	NTI	National Transit Institute
CHSP	Coordinated Human Services Plan	PBPP	Performance-Based Planning and Programming
CMP	Congestion Management Process	PC	Policy Committee
CMS	Congestion Management System	POP	Program of Projects
COA	Comprehensive Operations Analysis	PPP	Public Participation Plan
COG	Council of Governments	PTASP	Public Transit Agency Safety Plan
COOP	Continuity of Operations Plan	RFP	Request for Proposals
CSRA-RC	Central Savannah River Area – Regional Council	SC	South Carolina
DAR	Dial-A-Ride	SCDHEC	South Carolina Department of Health and Environmental Control
DBE	Disadvantaged Business Enterprise	SCDOT	South Carolina Department of Transportation
DBE	Disadvantaged Business Enterprise	SCDPS	South Carolina Department of Public Safety
DOT	Department of Transportation	SETP	Self-Evaluation and Transition Plan
DR	Demand Response	SMTF	State Mass Transit Funds
EJ	Environmental Justice	STIP	State Transportation Improvement Program
EMA	Emergency Management Agency	TA	Transportation Alternatives (TA set-aside)
EPA	Environmental Protection Agency	TAM	Transit Asset Management
FAST Act	Fixing America's Surface Transportation Act	TAP	Transportation Alternatives Program
FFR	Federal Financial Reports	TASC	Transportation Association of South Carolina
FHWA	Federal Highways Administration	TAZ	Traffic Analysis Zone
FTA	Federal Transit Administration	TBD	To be determined
FTA	Federal Transit Administration	TCAC	Transit Citizens Advisory Committee
GA	Georgia	TCC	Technical Coordinating Committee
GAMPO	Georgia Association of Metropolitan Planning Organizations	TDP	Transit Development Plan
GAPA	Georgia Chapter of American Planning Association	TIP	Transportation Improvement Program
GDOT	Georgia Department of Transportation	TNSC	Test Network Subcommittee
GDOT	Georgia Department of Transportation	TPO	Transportation Planning Organization
GIS	Geographic Information Systems	TrAMS	Transit Award Management System
ITS	Intelligent Transportation Systems	TSIR	Traffic Safety Improvement Report
LAP	Language Assistance Plan	TTI	Travel Time Index
LEP	Limited English Proficiency	UPWP	Unified Planning Work Plan
LEP	Limited English Proficiency	USDOT	U.S. Department of Transportation
LOF	Letter of Finding		
LOS	Level of Service		

1. Title VI Civil Rights 1964 Program

Pursuant to Federal Regulations of U.S. Department of Transportation

Title VI Policy Statement

Title VI Civil Rights of 1964 states that “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” Title VI bars intentional discrimination as well as unintended discrimination impact (i.e., a neutral policy or practice that has a disparate impact on protected groups).

Governing Agency

Augusta Georgia, as a recipient of federal funds from the U.S. Department of Transportation under the Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) is required to implement the U.S. Department of Transportation Title VI regulations (49 CFR part 21) and guidelines as a recipient of FTA and FHWA federal-aid funds in accordance with Circular FTA C 4702.1 B issued October 1, 2012. The City of Augusta is the designated recipient of FTA federal funding for public transportation service and operations provided by the Augusta Transit Department. The City of Augusta GA through the Augusta Planning and Development Department (APDD) in partnership with Aiken County Planning and Development Department functions as the Metropolitan Planning Organization (MPO). The Augusta Regional Transportation Study (ARTS) is the MPO serving the Augusta-Richmond, GA, and Aiken, SC Metropolitan Area including all of Richmond County, the urbanized area in Columbia, Co. GA; Edgefield and Aiken Co. South Carolina including the Cities of Aiken, North Augusta, New Ellenton, and Burnetown in South Carolina.

This governing policy and procedures encompass the administration, operations, and implementation of metropolitan transportation planning, public transportation service, projects, plans, programs and construction of transportation infrastructure funded in part or wholly funded with federal funds undertaken within and/or by Augusta, Georgia through the Augusta Planning and Development Department, the Augusta Transit Department, and the Augusta Engineering Department.

Title VI Statement of Policy

Augusta, Georgia is committed to a policy of non-discrimination in its operations, including its responsibilities under Title VI of the Civil Rights Act of 1964. As a result, Augusta, Georgia will utilize its best efforts to assure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program that receives federal funds and its related benefits.

Objectives

Towards this end, it is Augusta, Georgia’s objective to:

1. Ensure that the level and quality of services under any program that receives federal funds are provided without regard to race, color, or national origin;
2. Identify and address, as appropriate, disproportionately high and adverse human health and environmental effects, including social and economic effects, of programs and activities on minority populations and low-income populations;
3. Promote the full and fair participation of all affected populations in transportation planning and program decision making;

4. Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit Environmental Justice populations including but not limited to minority populations and low-income populations;
5. Ensure meaningful access to programs and activities by persons with limited English proficiency.

Responsibility

All Directors, managers, supervisors, and employees share in the responsibility of making Augusta, Georgia's Title VI Program a success. Augusta, Georgia will ensure that third party contractors and/or sub-recipients receiving federal funds shall adhere to and implement this policy to the fullest extent possible. Any complaints or questions regarding Augusta, Georgia's Title VI Program should be directed to the Augusta, Georgia Administrator's Office at (706) 821-2400; 535 Telfair Street, Suite 910 Augusta, Georgia 30901.

Notice to Public:

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance (42 U.S.C. Section 2000d). Augusta, Georgia is committed to a policy of non-discrimination in its operations, including the responsibilities of the Augusta Planning and Development Department to facilitate and implement federal regulations relative to the Metropolitan Transportation Planning process in support of the Augusta Regional Transportation Study – MPO to develop the Metropolitan Transportation Plan, Transportation Improvement Program and other required plans and programs and operations, including the responsibilities of the Augusta Transit.

If you believe you have been subjected to discrimination in any Augusta, Georgia service, program or activity receiving federal financial assistance, you may file a Complaint in the Augusta, Georgia Administrator's Office (Title VI Coordinator) at (706) 821-2400; 535 Telfair Street, Suite 910 Augusta, GA 30901; the Augusta Planning and Development Department at (706) 821-1796, 535 Telfair Street, Suite 300 Augusta, GA 30901; or with the Augusta Transit Department, 2844 Regency Boulevard, Augusta Georgia 30904. Any complaints or question regarding Augusta, Georgia's Title VI Program will be directed to the Office of the Administrator.

Title VI Notification Procedures

Augusta, Georgia, as a condition for receiving financial assistance from the Federal Transportation Administration (FTA) and Federal Highway Administration (FHWA), ensures that:

1. Augusta, Georgia will compile, maintain, and timely submit Title VI information required by the FTA and FHWA, copies of which will be available to the general public.
2. Augusta, Georgia makes it known to the public that any person or persons alleging discrimination on the basis of race, color, or national origin as regards the provision of transportation services and transit related benefits may file a Complaint in the Office of the Administrator of Augusta, Georgia, with the Augusta Planning and Development Department, the Augusta Transit Department, or the Federal Transit Administration – Region IV. Any complaint or questions regarding Augusta's Title VI Program will be directed to the Office of the Administrator of Augusta, Georgia.
3. Informal Complaint - Any member of the general public who feels that his or her rights under Title VI of the Civil Rights Act of 1964 have been violated in any manner may first speak informally with the Administrator of Augusta, Georgia or her/his designated representative in order to see if the matter can be resolved informally. The Administrator or her/his designated representative will investigate the complaint and decide on its merits. Complaining parties will receive notification of the determination of the Administrator. As pertaining to public transit services and operations

of the Augusta Transit Department and/or any sub-recipient of federal funds, all complaints whether informal or formal are referred to the Office of Administrator and/or designated representative.

4. Formal Complaint - Any complaining individual who does not feel that his or her concerns have been resolved informally may then file a formal written complaint in the Office of the Administrator, 535 Telfair St., Suite 910 Augusta, GA 30901, phone (706) 821-2400. A Formal Complaint should be submitted no later than thirty (30) days from the date of the last alleged discriminatory act.

With regard to public transit services and operations of the Augusta Transit Department and/or any sub-recipient of federal funds, all complaints whether informal or formal are referred to the Office of Administrator of Augusta, Georgia or her/his designated representative.

The Office of the Administrator of Augusta, Georgia (Title VI Coordinator) or his or her designated representative will set a mutually agreed-upon time and place for the review process with the complaining individual or their representatives within thirty (30) working days of filing the complaint. The complainant may submit documents or other information to be included with the record and considered in the review process. The complainant will generally be issued a letter of findings and recommendations from the Office of the Administrators within forty-five (45) working days after filing a formal complaint. If additional time is required to investigate the complaint, then all parties will be notified by the Administrator's Office. Individuals may withdraw their formal grievance and decide to seek mediation or an informal resolution at any point in the compliant process.

Procedures to correct any deficiencies found through the complaint will be initiated within a forty-five (45) day period from the issuance of the final findings of the Administrator. If no deficiencies are found to exist as a result of the complaint, a written response will be sent to the complainant within fifteen (15) working days from the completed investigation, detailing the investigation and the results of that investigation. Any complainant not satisfied with the results of the investigation may further appeal his or her complaint to the offices of the Federal Transit Administration, Regional Civil Rights Office, 230 Peachtree St., NW, Suite 800, Atlanta, GA 30303.

5. Augusta, Georgia, through the Augusta Planning and Development (APDD) and Augusta Transit Department, will notify the general public of its Title VI responsibilities by posting this statement on the physical office bulletin board, Public Transit terminal, transit terminal office and web sites. The statement will be posted to meet requirements of individuals within the minority populations as well as persons with limited English proficiency.

This notice and complete contents of this program are available at the following locations:

- The Office of Administrator
- The Augusta Planning and Development Department
- The Augusta Transit Department
- The Augusta Human Resource Department
- Office of Equal Employment Opportunity of Augusta, Georgia
- Augusta Transit Department website; www.augustaga.gov/235/About
- ARTS web site; www.augustaga.gov/680/ARTS-Metropolitan-Planning-Organization
- Aiken County Website
- Aiken County Planning Department

2. Title VI program Compliance and Implementation

Introduction

The Civil Rights Act of 1964 and the Fourteenth Amendment of the constitution ensures that there is no discrimination due to race, color, and national origin. The Civil Rights Act “prohibits discrimination by recipients of Federal financial assistance on the basis of race, color and national origin, including matters related to language access for limited English proficient (LEP) Persons.” These classes of individual are protected.

Regulations

The ever-changing landscape of Federal policies plays important roles influencing state and regional transportation planning. Since the conception of the Federal Aid Road Act in 1916 and every other federal transportation policy since the past century, new laws continue to influence state and regional transportation planning decisions. Some of the more notable acts include:

- Intermodal Surface Transportation and Efficiency Act of 1991 (ISTEA)
- Transportation Equity Act of 21st Century of 1994 (TEA-21)
- Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users of 2005 (SAFETEA-LU)
- The Infrastructure Investment and Jobs Act (IIJA), aka Bipartisan Infrastructure Law (BIL), was signed into law on November 15, 2021.

Of those listed above, Federal Transit Administration continues to enforce SAFETY-LU for projects funded in Fiscal Year 2012 and previous years. All of these are also reflected in the Georgia Department of Transportation’s (GDOT) Statewide Transportation Improvement Program (STIP) for the fiscal year 2024 – 2027. Both GDOT and ARTS MPO are subject to FHWA and FTA regulations; ARTS MPO is further required to meet their certification review process. The ARTS MPO transportation planning process seeks to promote a fair transportation planning process while meeting state and federal requirements required by Title VI legislation.

Development and Update

ARTS Title VI is created through extensive research of regional transportation planning activities, documentations, and public participation. The Transportation Improvement Program (TIP), Unified Planning Work Program (UPWP), Metropolitan Transportation Plan (MTP), and other planning documents are investigated in conjunction with demographic data provided by the U.S. Census. ARTS Title VI is updated periodically in relationship to revisions of regional transportation planning practices. Input from minorities, residents, and businesses are always welcome and detailed reports are compiled when developing and updating the ARTS Title VI. The ARTS Public Participation Plan is included in the ARTS Title VI. The ARTS Title VI document is located on the City of Augusta’s Title VI Program webpage; www.augusta.gov/2105/Title-VI-Program .

3. Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization (MPO) Implementation

Overview and Objectives

To implement the required federal guidelines, ARTS conducted extensive research of regional transportation planning activities, reports, and public participation. As mentioned earlier in this program document, the Transportation Improvement Program (TIP), Unified Planning Work Program (UPWP), Metropolitan Transportation Plan (MTP), and other planning documents are updated periodically in conjunction with demographic data provided by the U.S. Census. These documents are updated periodically in relationship to revisions of regional transportation planning practices. Input from minority populations, residents, and businesses are documented as part of the public participation process. The ARTS Title VI Program procedure is supplemented by implementation of the Public Participation Plan which is included in this document.

Analysis Method

ARTS uses the following terms and definitions for specific concepts in regional planning to meet federal Title VI regulations. These terms and analytical concepts include:

1. Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity, and if circumstances warrant, geographically dispersed/transient persons who will be similarly affected by a proposed USDOT program, policy or activity.
2. Low-Income Population – Any readily identifiable groups of low-income person who live in geographic proximity, and if circumstances warrant, geographically dispersed/transient persons who will be similarly affected by a proposed USDOT program, policy or activity.
3. Elderly Population – People 65 years and older.
4. Children – People 16 years and younger.
5. Disproportionately high and adverse effect on Minority and Low-Income Population – Adverse Effect that is primarily on a minority and/or low-income population or they suffer a great adverse effect than non-minority and/or non-low-income population.
6. Benefits – For specific project, corridor or sub-area, benefits are listed in the purpose and needs statement.

Evaluation is based on:

1. Identification of impacts
2. Quantitative and qualitative tests on positive and negative impacts

ARTS MPO Approach

ARTS Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP) institute the following principles to address Title VI:

- Identify, address, and ensure there are no disproportionate or adverse impacts on regional demographics, especially minority and low-income populations.
- Promote and market full and fair participation by all residents and communities in the planning process.
- Assure benefits from federal transportation programs are received equally in the target population.

ARTS methodology follows both FTA and FHWA for Title VI Analysis and does so for each individual census tract.

1. Analysis: Identify Target Population, burdens, and benefits and correlate them to one another.
2. Plan: Present mitigation strategies for identified burdens and make Title VI recommendations.
3. Public Involvement: Document Public participation methodologies used.
4. Implementation: Evaluate the implementation of the Title VI process.

Planning Assessment

ARTS MPO is a transparent government agency responsible for the transportation planning for the Augusta GA., - Aiken, South Carolina Metropolitan Area. The entire planning process, research, and documentation for all ARTS plans – including but not limited to MTP, UPWP, and TIP – are a matter of public record. Everyone is encouraged to participate in the region’s growing transportation network and no one is discriminated against. ARTS has also instituted their Environmental Justice Plan to ensure all manner of people regardless of their race, age, and national origin, income, mobility, are taken into great consideration when conducting any planning activity.

Data Analysis

ARTS Title VI data is collected from the US Decennial Census 2020, and the American Community Survey 5-Year 2018-2022 estimates. Where census tracts split the boundary of the ARTS MPO region, a ratio of the data is taken based off of the proportion within the boundary. Demographic information within the ARTS MPO region is presented in Table 1: ARTS MPO Population and Table 2: Hispanic Population in ARTS. This population is also illustrated in Figures 1 and 2, depicting their distribution throughout the ARTS MPO region.

Table 1: ARTS MPO Population: 2020 to ACS Five Year Estimate (2018-2022)

Category	2020		2018-2022	
	Total	Percent	Total	Percent
Population	484,005	100.0%	484,926	100.0%
Minority Population	239,918	49.6%	236,003	48.7%
Hispanic Population	31,384	6.5%	30,281	6.2%
Age 65 and Older	81,136	16.8%	78,160	16.1%
Below Poverty Level	N/A	N/A	69,139	14.7%
Households without Vehicles	N/A	N/A	11,682	6.7%

Sources: U.S. Decennial Census 2020, U.S. Census American Community Survey 5-year Estimate U.S. 2018-2022

Table 2: Hispanic Population in ARTS to ACS Five Year Estimate (2018-2022)

Race	2020		2018-2022	
	Number	Percent	Number	Percent
White	6,863	21.87%	12,167	40.18%
Black	2,212	7.05%	2,180	7.20%
American Indian	497	1.58%	426	1.41%
Asian	186	0.59%	711	2.35%
Hawaiian	82	0.26%	17	0.06%
Other	10,539	33.58%	5,937	19.61%
Two or More	11,004	35.06%	8,841	29.20%

Total	31,383	100.00%	30,279	100.00%
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Sources: U.S. Decennial Census 2020, U.S Census American Community Survey, 5-Year Estimates (2018-2022).

Minority population accounts for more than 48.70% of the 2018-2022 estimated total population within the MPO area while nonminority population accounts for under 53.10%. A majority of the African Americans and Hispanics reside in Richmond County, Georgia, and Aiken County, South Carolina. Columbia County Georgia has the majority of the Asian population. Figure 2 presents the distribution of elderly within the MPO boundary, with a majority of them being located in Aiken South Carolina.

ARTS racial diversity is found mainly in the urban cores of Aiken and Augusta. According to the U.S Census Bureau, people who identify themselves as “Hispanic”, “Latino”, or “Spanish” may be of any race. For this reason, this is why Fort Gordon is illustrated as having a high Hispanic population simply because it includes all race demographics. ARTS demographics are predominantly made up of minorities with very few census tracts containing a white majority, except in Columbia and Aiken Counties. Augusta Transit and Best Friends Express routes are planned to ensure all racial and Hispanic demographics have access to their services.

English is the prevailing language in ARTS. There are only a very few census tracts that have populations that speak languages other than English. A maximum of 3% of the population in specific census tracts within ARTS speak a language other than English. These and other census tracts with less than 8.2% English speaking populations are considered Limited English Proficiency population for the ARTS MPO area and are depicted in Figure 6. The highest Limited English Proficiency population group is reflective in the Hispanic population as many of them are in Richmond, Aiken, and Columbia County.

Demand Response service in Columbia and Richmond County is a valuable resource provided to residents within and outside the ARTS MPO area. Columbia County Public Transit operates Monday through Friday and provides curb-to-curb demand response services for all Columbia County residents. Richmond County Transit provides the same services for all of Richmond County residents living in rural areas. Paratransit services provided by Augusta Transit and Best Friends Express services require are offered to seniors and individuals with disabilities.

Figure 1: Map of Hispanic/ Latino Population by Census Tract

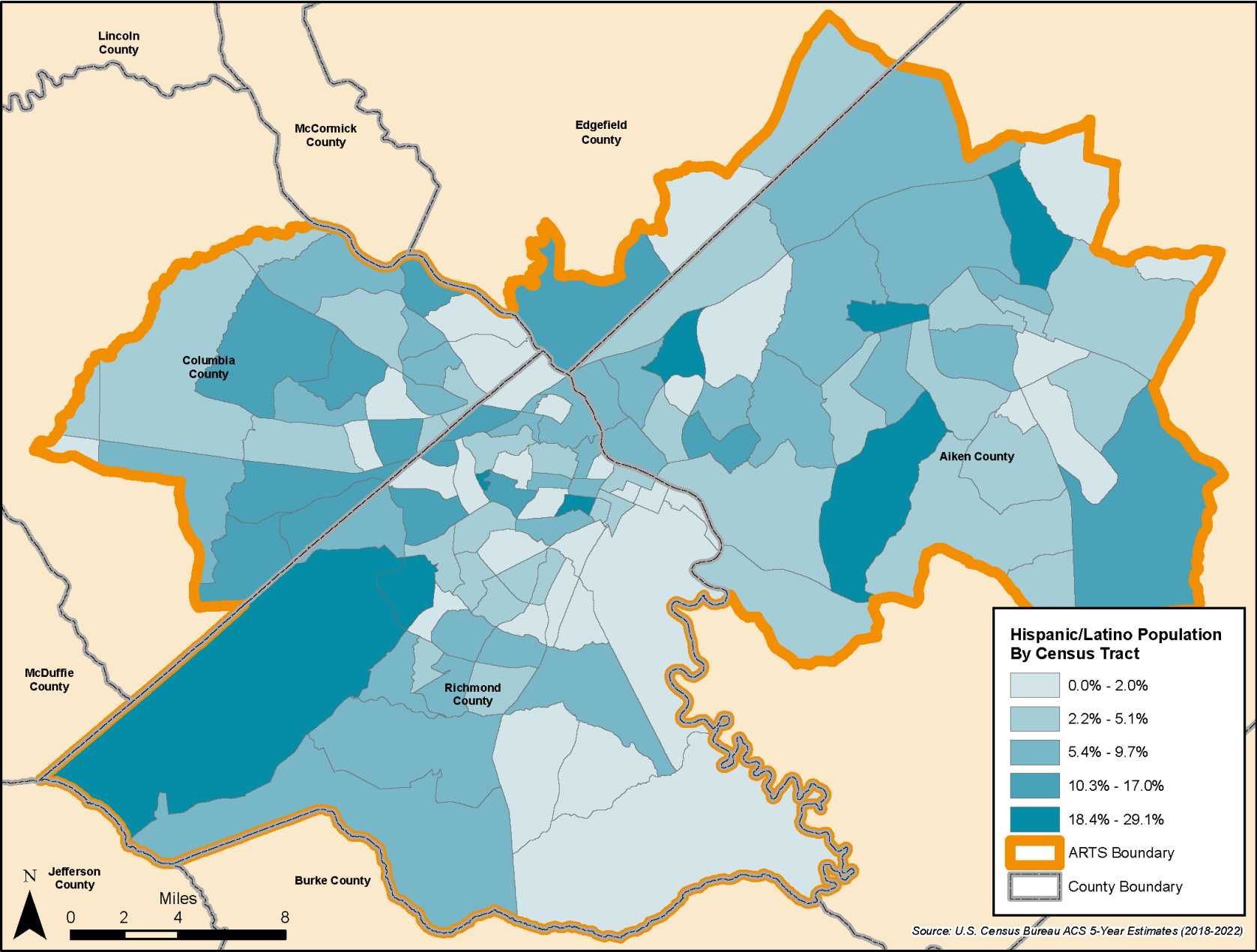


Figure 2: Map of 65 Years and Older Population by Census Tract

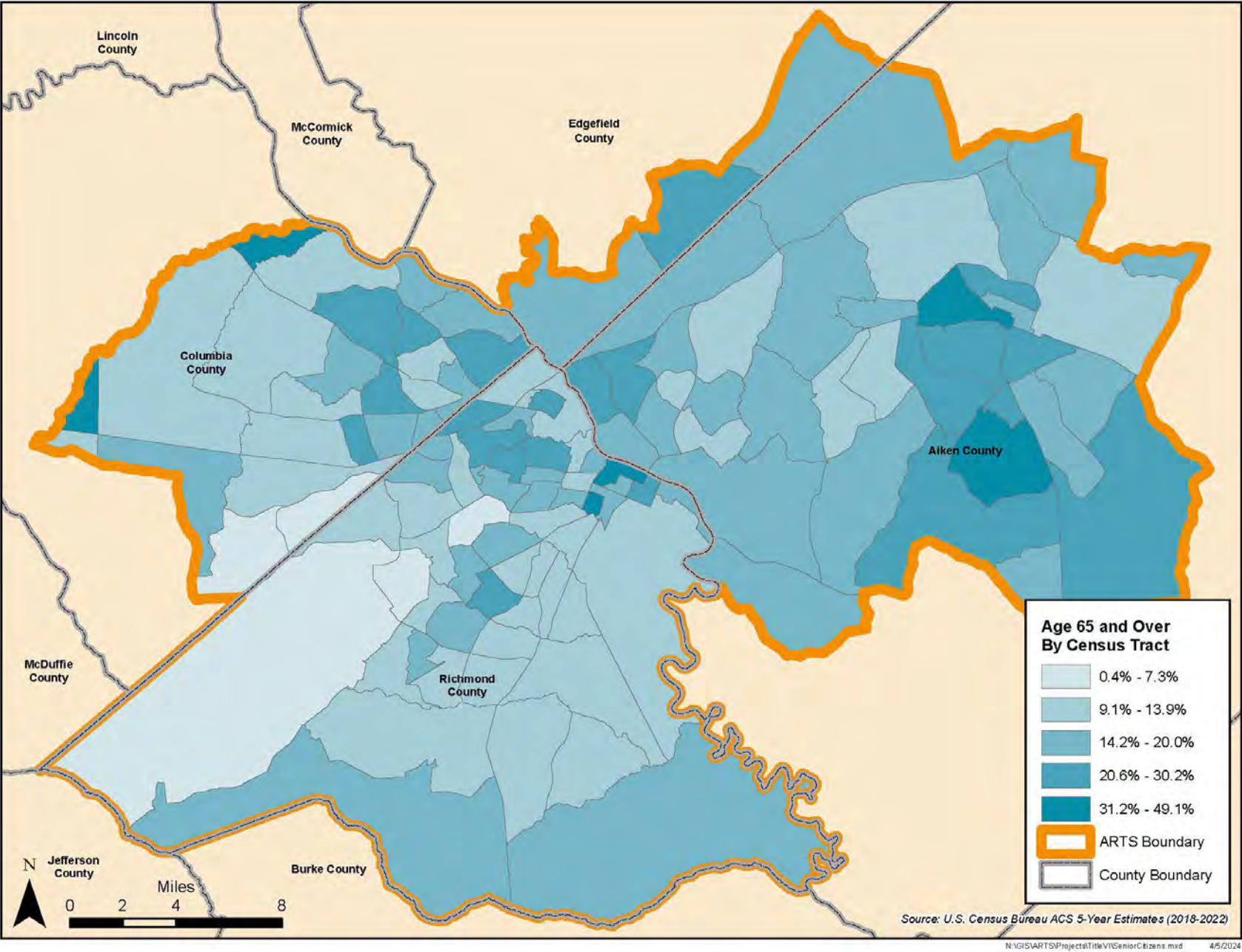


Figure 3: Map of Total Population Per Acre by Census Tract

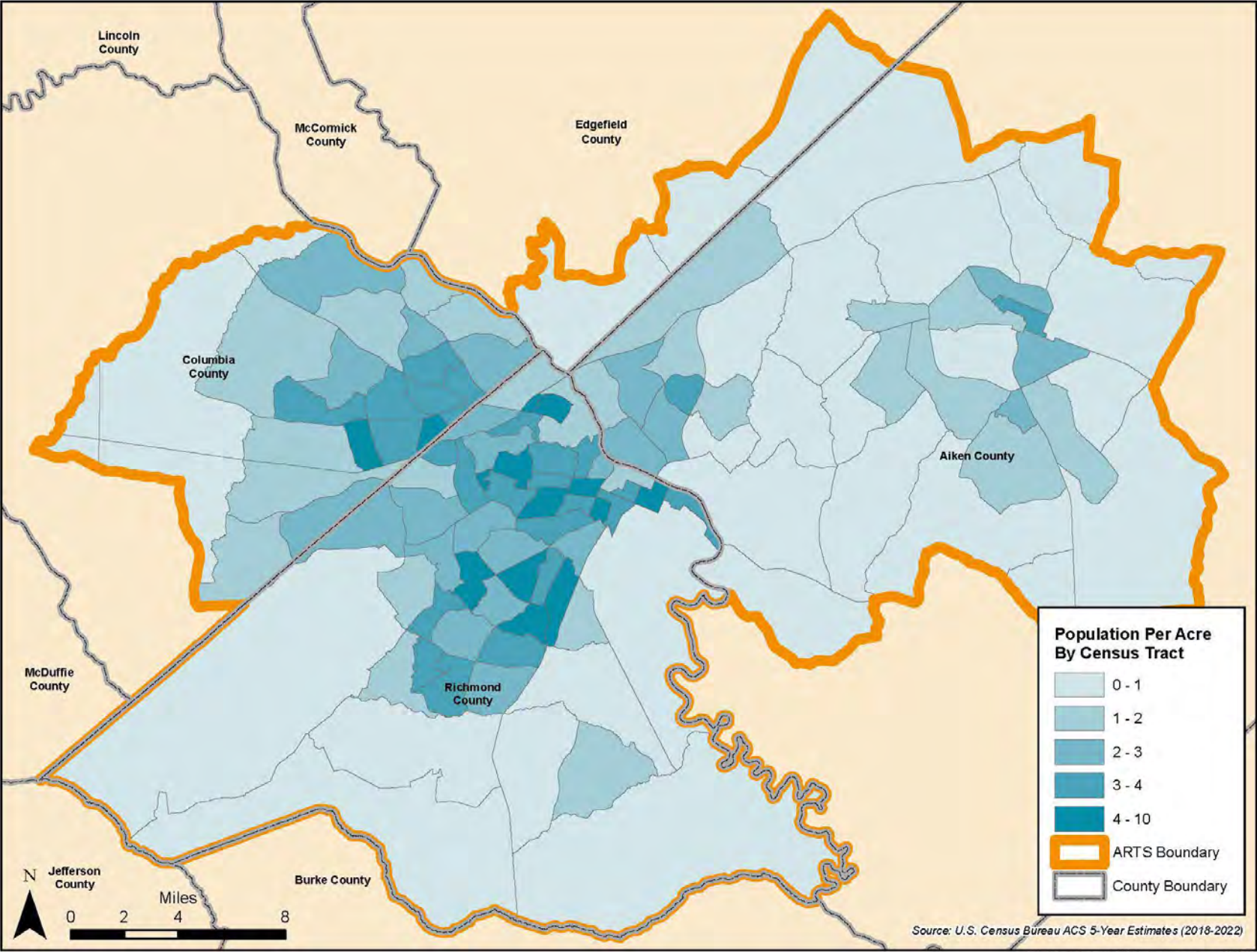


Figure 4: Map of Total Employees Per Acre by Census Tract

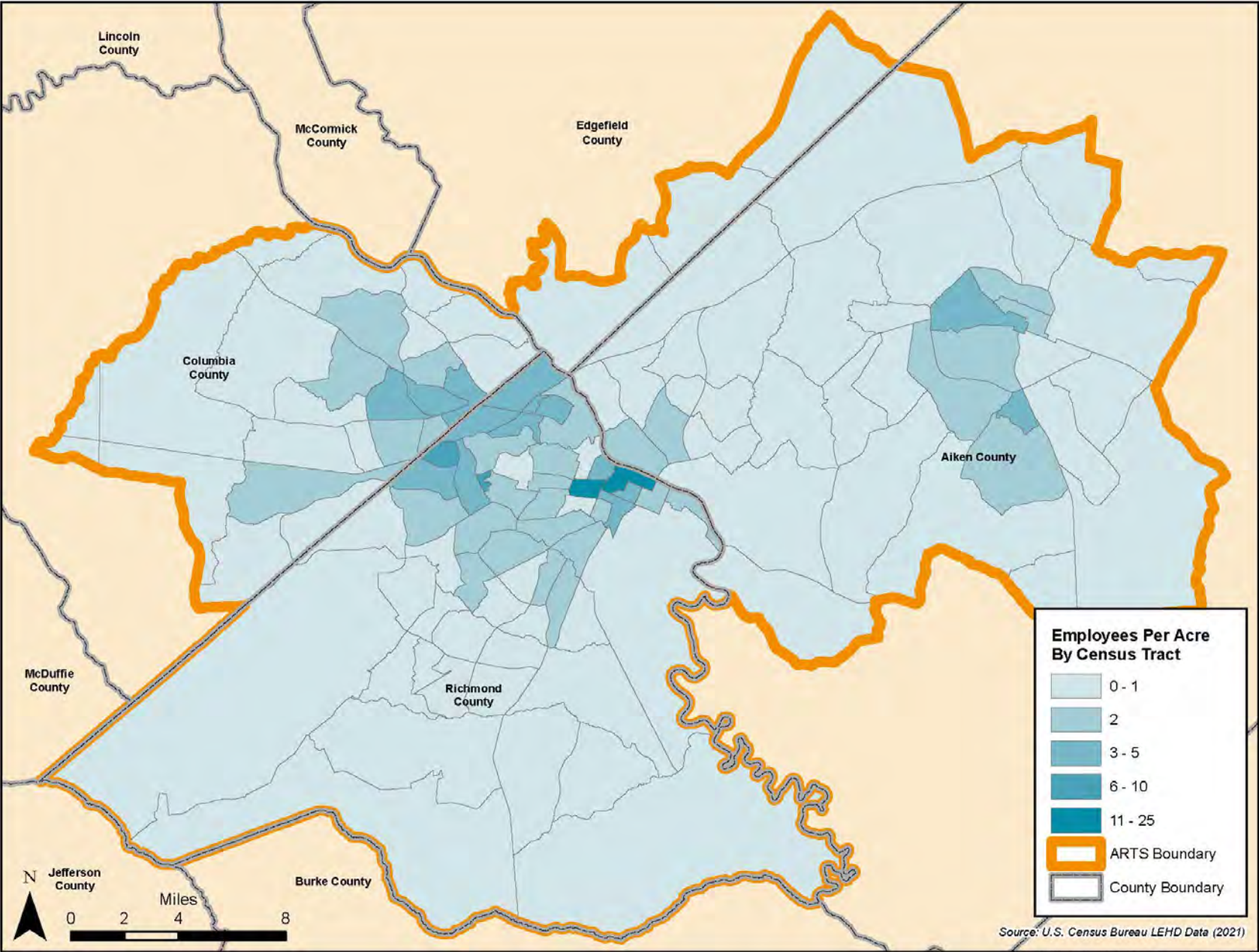


Figure 5: Map of Zero-Vehicle Households by Census Tract

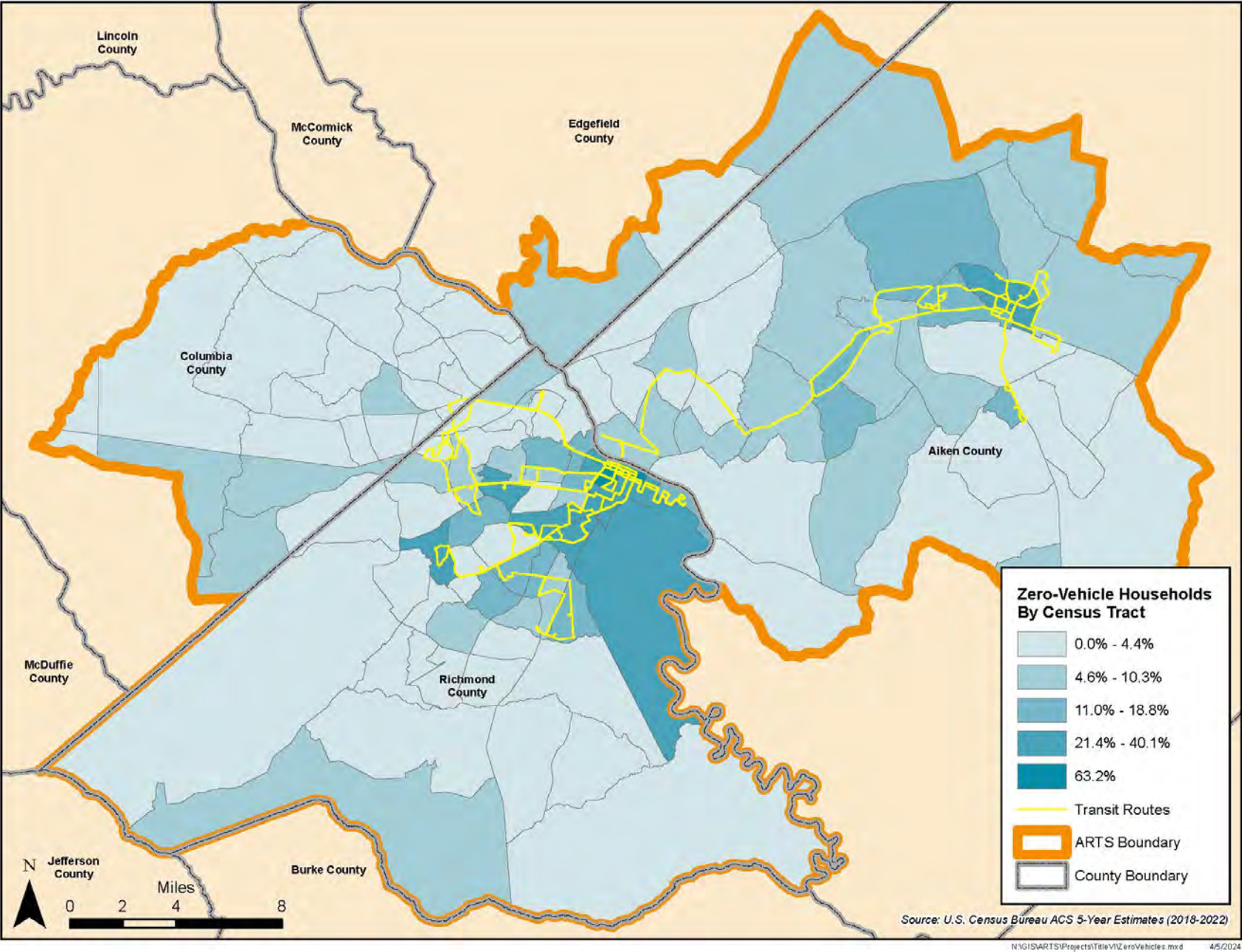
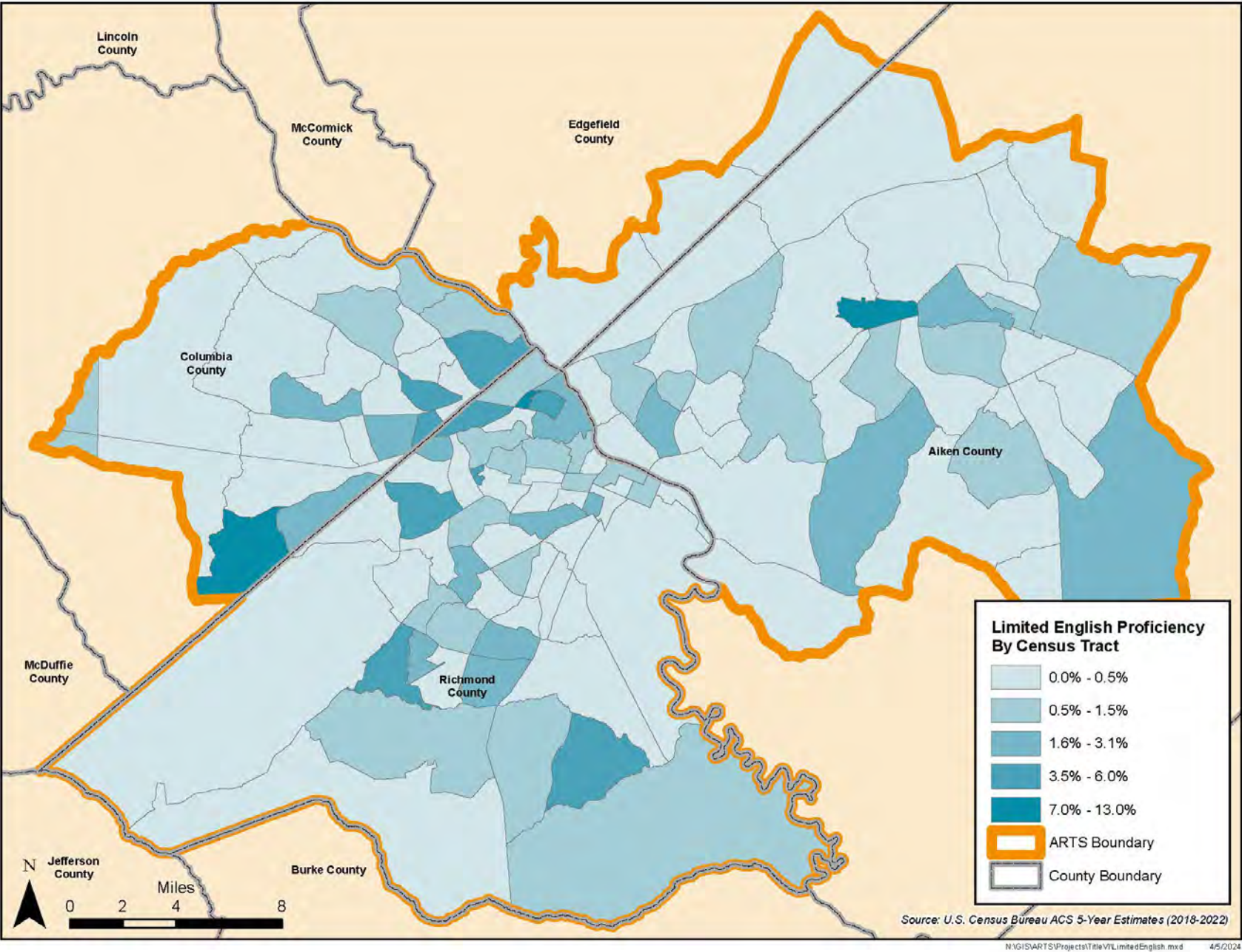


Figure 6: Map of Limited English Proficiency by Census Tract



Demographic and Low-Income Analysis

Data for the demographics and low-income analysis – Table 3 - 5 – is derived from the U.S. Decennial Census 2020 and the American Community Survey, 5-Year Estimates (ACS) 2018-2022 estimates.

Table 3: ARTS Population by Age and Gender

Population	2020		2018-2022	
	484,004	100.0%	484,926	100.0%
Age	Number	Percent	Number	Percent
Under 5	28,756	5.9%	29,519	6.1%
5 to 19	96,219	19.9%	95,071	19.6%
20 to 64	277,894	57.4%	282,176	58.2%
65 and over	81,136	16.8%	78,160	16.1%
Gender				
Male	233,520	48.2%	235,982	48.7%
Female	250,484	51.8%	248,944	51.3%

Sources: U.S. Decennial Census 2020, U.S. Census American Community Survey 5-year Estimate (2018-2022)

Table 4: ARTS and Counties by Race

2020 Decennial Census				
Race	In MPO	Percent	4 Counties	Percent
White	244,087	50.43%	290,316	52.11%
Black	170,384	35.20%	188,334	33.81%
American Indian	1,199	0.25%	1,462	0.26%
Asian	12,426	2.57%	12,900	2.32%
Hawaiian	701	0.14%	764	0.14%
other	2,297	0.47%	2,564	0.46%
Two or More	21,526	4.45%	24,538	4.40%
Hispanic	31,384	6.48%	36,204	6.50%
Total	484,004	100.00%	557,082	100.00%
ACS 5-Year Estimates (2018-2022)				
Race	In MPO	Percent	4 Counties	Percent
White	248,923	51.33%	295,686	52.88%
Black	171,066	35.28%	190,245	34.03%
American Indian	390	0.08%	468	0.08%
Asian	10,970	2.26%	11,580	2.07%
Hawaiian	148	0.03%	189	0.03%
other	3,349	0.69%	3,466	0.62%
Two or More	19,799	4.08%	22,753	4.07%
Hispanic	30,281	6.24%	34,733	6.21%
Total	484,926	100.00%	559,120	100.00%

Sources: U.S. Decennial Census 2020, U.S. Census American Community Survey 5-year Estimate (2018-2022)

Table 5: Countywide Location, Gender, and Age: 2020 Decennial Census, and ACS Five Year Estimate to (2018-2022)

Category	2020				2018 - 2022			
	Columbia	Richmond	Aiken	Edgefield	Columbia	Richmond	Aiken	Edgefield
Urban	85%	92%	63%	12%	N/A	N/A	N/A	N/A
Rural	15%	8%	37%	88%	N/A	N/A	N/A	N/A
Male	49.0%	48.0%	48.0%	53.0%	49.0%	48.0%	48.0%	54.0%
Under 5	7.0%	7.0%	6.0%	4.2%	6.0%	7.0%	6.0%	3.0%
Age 5 - 17	21.0%	17.0%	17.0%	14.3%	19.0%	17.0%	16.0%	13.0%
Age 18 - 64	59.0%	63.0%	58.0%	64.0%	61.0%	63.0%	59.0%	68.0%
Age 65 Plus	13.0%	14.0%	19.0%	17.5%	13.0%	13.0%	18.0%	16.0%
Female	51.0%	52.0%	52.0%	47.0%	51.0%	52.0%	52.0%	46.0%
Under 5	6.1%	6.0%	5.0%	4.0%	6.0%	6.0%	5.0%	4.0%
Age 5 - 17	19.2%	25.0%	15.0%	15.0%	18.0%	15.0%	15.0%	15.0%
Age 18 - 64	59.3%	63.0%	58.0%	58.0%	60.0%	62.0%	58.0%	59.0%
Age 65 Plus	15.4%	17.0%	22.0%	23.0%	16.0%	16.0%	22.0%	22.0%

Source: Urban and Rural Designation as Percentage of Total Population taken from 2020 Decennial Census, US Census Bureau, American Community Survey, 5-Year Estimates, 2018-2022

Needs Assessment

ARTS Low-Income Transportation needs include the following:

- Public Transit in ARTS has developed incrementally, leaving some areas distant from any access or availability.
 - Bus stops are located at inconvenient spots along major arterial and collector roads away from the neighborhood, commercial, or residential centers.
 - Recreation centers, parks, shopping venues, and employment centers are outside any transit stops.
- Employers, Neighborhood Organizations, Civic Leaders, and others require incentives to assist in transportation improvements.
 - Presenting to local speaker bureaus, civic leagues, neighborhood organizations, and churches while gathering information from them.
 - Publicizing all research, documents, plans, and projects through the city webpage.
 - Creating public and private partnerships with local stakeholders, organizations, and communities.

Benefits and Burdens

The ARTS provides a brief description of possible benefits, burdens and mitigation strategies in the following table.

Table 6: Benefits and Burdens Based on LRTP 2050

Project Type	Benefit	Burden	Mitigation
New road	<ul style="list-style-type: none"> Enhance travel conditions Provides alternative routes, and reduces traffic on major streets 	<ul style="list-style-type: none"> Increased noise pollution, affects existing neighborhoods Construction delays in existing neighborhoods 	<ul style="list-style-type: none"> Design ROW standards for minimum impact Complete Street Policy Context-sensitive design in neighborhoods
Local road improvements	<ul style="list-style-type: none"> Promote system preservation Improve safety and travel conditions 	<ul style="list-style-type: none"> Diverts traffic during construction causing heavy traffic and dangerous conditions on local streets 	<ul style="list-style-type: none"> Build curbs and sidewalks rather than shoulders
Fixed route service	<ul style="list-style-type: none"> Extend accessibility to transit in the EJ population / Reduce reliance on motor vehicles and maintain air quality / Increase mobility to EJ population 	<ul style="list-style-type: none"> Reliable financial / funding resource 	<ul style="list-style-type: none"> Improve transit frequency when possible Install bus shelters that comply with ADA policy
Para-Transit/Rural Transportation	<ul style="list-style-type: none"> Provides service for people with mobility limitations Service provided county wide including the outside target area 	<ul style="list-style-type: none"> Problems with ride reservation and cancelation Riders are sensitive to driver's comments and behavior 	<ul style="list-style-type: none"> Provide appropriate training and improve reservation policy
Pedestrian Improvements	<ul style="list-style-type: none"> Improve safety and alternative modes of transportation 		<ul style="list-style-type: none"> Complete Streets Policy

Benefits and Burdens impact on Title VI Target Population

ARTS MTP is financially constrained as required by state and federal regulations. Table 7 and Table 8 shows expected revenue and costs based on the previous MTP's three-tier Financial Plan for the state of Georgia and South Carolina.

Table 7: Georgia Expected Revenue and Costs

Georgia			
Time Period/ Tier	Projects Estimate	Maintenance Estimate	Subtotal Estimate
FY 2021 to FY 2024 3/4yrs	\$140,208, 201	\$28,418,771	\$168,626,970
FY 2025 to FY 2034 -10yrs	\$375, 935,660	\$76,198, 318	\$452,133,979
FY 2035 to FY 2050 15 yrs	\$685, 000, 324	\$138,842, 569	\$823,842, 894
Total	\$1,201,144,185	\$243,459, 658	\$1,444, 603, 843

Source: ARTS Metropolitan Transportation Plan 2050, Chapter 6 Financial Plan, 2020

Table 8: South Carolina Expected Revenue and Costs

South Carolina

Year	Projects Estimates (Guide share)	State Infrastructure Bank	TAP	Resurfacing /Preservation/Operation	Total Estimate
2021-2021 -1yr	\$14,040,000	\$4,000,000	\$541,064	\$27,651,856	\$46,232,920
2025-2035 - 10yrs	\$43,566,435	\$12,412,089	\$1,678,940	\$85,804,331	\$143,461,793
2036-2050 - 15yrs	\$76,982,141	\$21,932,233	\$2,966,698	\$151,616,745	\$253,497,815
Total	\$134,588,577	\$38,344,324	\$5,186,700	\$265,072,930	\$443,192,530

Source: ARTS Metropolitan Transportation Plan 2050, Chapter 6 Financial Plan, 2020

The ARTS MTP 2050 recommendations including the Transportation Improvement Programs, contained within the plan are used to evaluate the benefits and burdens and the impact it has on the target population. It is the impact of specific projects and plans that will determine any disproportionate adverse impacts on the ARTS population along with assessing the benefits that have been distributed evenly.

Measures of MTP 2050

The following are ARTS measures used to evaluate the impact of a projects on target and non-target areas. Implementation of the recommendations in the MTP and specific TIP projects are not evaluated, only the resulting benefits and burdens.

Highway and Freeway construction in EJ target and non-target areas

- Local Road traffic counts and infrastructure improvements in EJ target and non-target areas
- Pedestrian Improvements in EJ target and non-target areas
- Public Transit accessibility in EJ target and non-target areas

Measures Applied to MTP 2050

ARTS MTP 2050 is a bi-state plan providing planning, financial, and physical resources to four counties and assisting them in their efforts to ensure all residents have access to the same transportation services. Title VI Analysis is for all four counties within the MPO's jurisdiction and is based on the measures listed above. The following table documents the funding allocation based on the same measures:

Table 9: ARTS MTP Project Measures -Georgia and South Carolina

Georgia Total Projected Expenditures by Improvement Type

Expenditures by Type	Tier 1 FY 2021-2024	Tier 2 FY 2025-2034	Tier 3 FY 2035-2050	Grand Total	
Widening / Capacity Projects	\$112,994,521	\$323,802,626	\$588,768,133	\$1,025,565,280	41%
Operations Budget	\$22,981,259	\$65,095,354	\$118,364,755	\$206,441,368	8%
Bridges	\$3,011,118	\$8,375,584	\$15,230,038	\$26,616,740	1%
Safety studies / defined projects	\$1,638,900	\$1,353,410	\$474,331	\$3,466,641	0.1%
Safety Lump Sum	\$9,680,227	\$30,708,481	\$57,824,727	\$98,213,435	4%
Ped/Bike Lump Sum	\$13,196,470	\$37,522,836	\$68,228,411	\$118,947,717	5%
Transit Lump Sum	\$18,951,466	\$50,766,290	\$90,463,156	\$160,180,912	6%
Available for other transit improvements	\$6,067,039	\$18,415,929	\$35,338,035	\$59,821,003	2%

Maintenance Lump Sum	\$108,454,079	\$282,095,632	\$401,981,295	\$792,531,006	32%
Total Funding	\$296,975,079	\$818,136,142	\$1,376,672,882	\$2,491,784,103	100%

Source: ARTS Metropolitan Transportation Plan 2050, Chapter 6 Financial Plan, 2020

South Carolina Total Projected Expenditures by Improvement Type

Expenditures by Type	Tier 1 FY 2021-2024	Tier 2 FY 2025-2034	Tier 3 FY 2035-2050	Grand Total	
Widening / Capacity Projects	\$14,585,828	\$39,123,534	\$79,604,882	\$133,314,244	22%
Operations Budget	\$6,515,003	\$17,475,179	\$35,556,847	\$59,547,029	10%
Bridges	\$1,736,408	\$4,657,564	\$9,476,772	\$15,870,744	3%
Safety studies / defined projects	\$660,700	\$319,425	\$1,634,025	\$2,614,150	0.4%
Safety Lump Sum	\$2,548,182	\$8,287,752	\$15,879,049	\$26,714,983	5%
Ped/Bike Lump Sum	\$2,083,690	\$5,589,076	\$11,372,126	\$19,044,892	3.2%
Transit Lump Sum	\$6,432,813	\$14,145,594	\$25,594,948	\$46,173,355	8%
Available for other transit improvements	\$165,538	\$3,553,147	\$10,416,785	\$14,135,470	2%
Maintenance Lump Sum	\$29,431,811	\$82,178,880	\$170,525,032	\$282,135,723	47%
Total Funding	\$64,159,974	\$175,330,152	\$360,060,466	\$599,550,592	100%

Source: ARTS Metropolitan Transportation Plan 2050, Chapter 6 Financial Plan, 2020

Highway and Freeway Analysis

New construction and future improvements to both the I-20 and I-520 will help all residents within the MPO area as well as those outside. Enhancements to I-520 with the assistance of Federal funds will assist in developing a stronger link to minorities and low-income people living in the southern portions of Richmond County. Future HOV lanes, additional lanes, and access points to the highways and freeways will help improve vehicular circulation and make local roads safer for pedestrians and non-commuting travelers. This will also reduce the travel time through improved traffic conditions along federal highways for distance commuters between Columbia and Atlanta, while simultaneously refining linkages between Aiken and Richmond County, and improving access to major employers and healthcare in the region.

Local Roads Analysis

Maintenance, expansion, and creation of new local roads will benefit minorities and low-income residents throughout the ARTS area by providing better access to alternative travel routes, improved traffic conditions, and reduced travel time. People living in West Columbia County outside the MPO boundary will be able to drive into the urban areas of Columbia County in less time than before the improvements were made to local roads. Currently, people living outside Columbia County's portion of ARTS must travel fifteen miles to access government facilities, central business district, and other urban amenities. People living in Aiken County outside the ARTS must travel even further – an average of 20 miles – to access the government and business facilities of North Augusta and Augusta. People in Richmond County are able to

access a variety of alternative and improved local routes and reduced congestion within the County while also accessing surrounding counties in less time. Improvements to local roads in these counties will facilitate better access for minorities and low-income people who live outside the ARTS.

Pedestrian Analysis

ARTS Bicycle and Pedestrian Plan, as part of the Metropolitan Transportation Plan, documents the various pedestrian-oriented transportation developments occurring throughout the area. Many residents of all races, ages, incomes, and disabilities now have access to greater avenues for walking, cycling, and recreation. Aiken County continues to promote Safety Routes to School by expanding it to other schools throughout the County, while Augusta promotes its Age-Friendly designation by GA AARP through walkability surveys in neighborhoods throughout the County. Columbia County is ensuring pedestrian safety by insisting on sidewalks in any new construction and road improvement projects.

Public Transit Analysis

Best Friends Express in Aiken County, South Carolina and Augusta Transit in Richmond County, Georgia continue to provide public transportation for residents throughout their area. Both constantly seek new opportunities to expand their service to other minority and low-income neighborhoods so even more people may have access to public transportation. Columbia County continues to promote its non-fixed route service through marketing, where people of all income levels can make reservations from the comfort of their home and be delivered to the destination of their choosing.

Key Findings

ARTS continued efforts to ensure there is no discrimination within its planning area are based on some of the findings the analyses presented. The Metropolitan Transportation Plans various transportation modes are documented below.

1. The highway system consisting of I-520 and I-20 which bisect the counties in the region primarily between Columbia and Richmond County in Georgia and Aiken County in South Carolina, benefits all four counties areas.
Minority and low-income populations are located outside each of the four counties' urban cores but all within the ARTS boundary. Age and racial demographics are equally distributed throughout the metropolitan area. Constant maintenance, improvements, and expansion of the two highways are critical for the ARTS MPO area. Each of the counties is anticipating population and employment growth while more and more commuters continue to travel along these two highways. The addition of HOV lanes, expansion of existing system, installation of an additional access point, and other necessary improvements to the highway network will provide greater safety for elderly and slow drivers while allowing others to travel more freely.
2. Public transportation in the ARTS areas is always attempting to expand into additional minority and low-income neighborhoods.
17% of public transit funding allocation is improving operational service, in the ARTS MTP 2050 Plan. Richmond County's 9 fixed bus routes and Aiken County's 3 fixed-bus routes continue to provide minority and low-income residents with the public transit needs while seeking to expand into other neighborhoods. Columbia County's rural transportation on-demand route currently is not assisted by the ARTS, it is a self-sustaining system implemented by the county as an independent means to addressing their population. In Richmond County, public transportation providers are planning to expand their marketing initiatives in an effort to increase ridership and will eventually be linked to park and ride facilities throughout the ARTS area.

Complaints and Compliance Review

Currently, there are no complaints and/or lawsuits on file with either the ARTS, Augusta Transit, or Best Friends Express. All complaints and lawsuits are a matter of public record and none are found nor were any recently filed. ARTS has not been subject to any civil rights compliance reviews.

Public Involvement

Input from the public is an important part of the ARTS' transportation planning process. Transportation presentations to local neighborhood organizations, speaker bureaus, and other community venues, the ARTS staff have collected a wide range of information from the public. ARTS has acquired online pooling to collect information from the public. This has been instrumental in collecting and compiling data at public meetings highlighting transportation issues to be addressed in the Metropolitan Transportation Plan. Findings from these numerous grassroots public participation events are documented and should be incorporated into the ARTS Title VI Plan.

ARTS Committee Involvement

The ARTS is composed of four committees: Citizen Advisory Committee (CAC), Technical Coordinating Committee (TCC), South Carolina Policy Subcommittee, and Policy Committee (PC). The CAC and TCC evaluate plans, programs, and initiatives presented to them by ARTS staff and make their recommendations to the PC. The PC is the governing body of ARTS and votes on whether to approve or reject such plans, programs and recommendations. The following tables below provide a summary of the racial composition of the counties from which the members are drawn from. Table 10 and Table 11 provides a breakdown of race composition for each of the county areas in the MPO boundary. Table 12 and Table 13 provides a breakdown of race composition for each of the county areas based on the entire population. Table 14 provides a summary of ARTS committee voting members by gender and race.

Table 10: ARTS Population by Race - 2020 Decennial Census

Race	Richmond	Columbia	Aiken	Edgefield	MPO	Percent
White	68,397	85,149	87,908	2,633	244,087	50.43%
Black	112,947	23,755	32,708	974	170,384	35.20%
American Indian	511	284	395	9	1,199	0.25%
Asian	3,907	6,823	1,679	17	12,426	2.57%
Hawaiian	391	234	76	0	701	0.14%
Other	905	786	579	27	2,297	0.47%
Two or More	8,100	7,625	5,656	145	21,526	4.45%
Hispanic	11,449	10,420	9,325	190	31,384	6.48%
Total	206,607	135,076	138,326	3,995	484,004	100.00%

Source: Decennial Census 2020

Table 11: ARTS Population by Race - ACS 5-Year Estimates (2018-2022)

Race	Richmond	Columbia	Aiken	Edgefield	MPO	Percent
White	67,416	88,897	90,088	2,522	248,923	51.33%
Black	113,697	22,057	34,407	905	171,066	35.28%
American Indian	185	24	177	4	390	0.08%
Asian	3,201	6,203	1,563	3	10,970	2.26%
Hawaiian	144	0	4	0	148	0.03%
Other	1,395	1,485	448	21	3,349	0.69%

Two or More	9,152	6,840	3,600	207	19,799	4.08%
Hispanic	10,963	10,660	8,465	193	30,281	6.24%
Total	206,153	136,166	138,752	3,855	484,926	100.00%

Source: American Community Survey, 5-Year Estimates, 2018-2022

Table 12: County Population by Race - 2020 Decennial Census

Race	Richmond	Columbia	Aiken	Edgefield	Total	Percent
White	68,397	99,111	107,918	14,890	290,316	52.11%
Black	112,947	27,621	39,465	8,301	188,334	33.81%
American Indian	511	354	530	67	1,462	0.26%
Asian	3,907	7,102	1,773	118	12,900	2.32%
Hawaiian	391	271	96	6	764	0.14%
Other	905	897	669	93	2,564	0.46%
Two or More	8,100	8,796	6,831	811	24,538	4.40%
Hispanic	11,449	11,858	11,526	1,371	36,204	6.50%
Total	206,607	156,010	168,808	25,657	557,082	100.00%

Source: Decennial Census 2020

Table 13: County Population by Race - ACS 5-Year Estimates (2018-2022)

Race	Richmond	Columbia	Aiken	Edgefield	Total	Percent
White	67,416	102,875	110,521	14,874	295,686	52.88%
Black	113,697	26,446	41,616	8,486	190,245	34.03%
American Indian	185	24	201	58	468	0.08%
Asian	3,201	6,628	1,696	55	11,580	2.07%
Hawaiian	144	0	4	41	189	0.03%
Other	1,395	1,498	500	73	3,466	0.62%
Two or More	9,152	7,946	4,861	794	22,753	4.07%
Hispanic	10,963	11,504	10,466	1,800	34,733	6.21%
Total	206,153	156,921	169,865	26,181	559,120	100.00%

Source: American Community Survey, 5-Year Estimates, 2018-2022

Table 14: ARTS Committee Demographics

Committee	Demographic	Count
Technical Coordinating Committee	White, Male	13
	Black, Male	1
	Other, Male	1
	White, Female	3
	Black, Female	3
	Other, Female	0
Total		21
Committee	Demographic	Count
Citizens Advisory Committee	White, Male	2
	Black, Female	1
	Hispanic, Male	1
Total		4
Committee	Demographic	Count

Policy Committee	White, Male	10
	Black, Male	1
	White, Female	3
	Black, Female	1
	Hispanic, Male	1
Total		16

Source: ARTS

Minority Representation on Decision Making Bodies

The Citizen Advisory Committee provides for public involvement in the ARTS process. The membership is structured so that all portions of the study area are represented. It serves as a sounding board for and a generator of community interest. It provides a balance to the technical input provided by the Technical Coordinating Committee. The Citizen Advisory Committee has four (4) members; two (2) White males, one (1) Black male, one (1) Hispanic male, one (1) Black female. Several seats on the CAC are vacant as ARTS revises its current bylaws to encourage appointments to the current vacancies.

The Technical Coordinating Committee is the group that conducts the technical review of planning studies relating to the transportation system in the ARTS area. Its membership is composed of key staff member of participating government jurisdiction in the ARTS process. The Technical Coordinating Committee has Twenty-one (21) members: thirteen (13) White males, one (1) black male, three (3) White females, one (1) Other Race male, and three (3) Black females.

The South Carolina Policy Subcommittee serves in an advisory capacity to the ARTS Policy Committee and is responsible for ensuring that the South Carolina portion of ARTS is kept up-to-date. The South Carolina Subcommittee is comprised of local elected officials (voting members), and federal, state, and local appointed personnel (nonvoting members) representing the South Carolina part of the study area.

The Policy Committee is responsible for the establishment of policy and overall guidance of ARTS. In carrying out its responsibilities, it receives recommendations and in turn, makes the decision that actually sets transportation priorities. Its membership consists of the elected representatives of each of the governmental units in the ARTS area. The Policy Committee has sixteen (16) members: ten (10) White males, one (1) Black male, one (1) Black Female, one (1) Hispanic male and three (3) White females.

The Transit Citizen Advisory Committee (TCAC) acts as a representative body for the citizens of Augusta, Georgia, and serves in an advisory capacity to the Augusta Transit Department. They are a positive catalyst between Augusta Transit, the community, and the Augusta Commission. The TCAC provides comments on transportation, plans, programs, and respective transit studies and will assist Augusta Transit in publicizing transportation projects and plans to neighborhoods and provide feedback, to the department. The following table is a list of their meet members and demographic.

Augusta Planning and Development Department regularly attends TCAC meetings to provide updates on the MTP, TIP, and public transit planning activities. TCAC meets on the fourth Thursday of every month at 4:00 p.m. and consists of twelve (12) members: three (3) black males, three (3) black females, two (2) white females, and four (4) vacancies. Since the COVID-19 pandemic, Augusta Transit holds its regularly scheduled TCAC meetings through virtual zoom meetings.

Public involvement during the period covered by this Title VI Update is through formal as well as informal public and committee meetings on the following dates. ARTS takes an active role with local media – interviews, articles, and press releases – ensuring the public is always notified of public meetings. This was

done in coordination with social media – Facebook and Twitter – each meeting is initiated through a comprehensive media broadcast notifying residents and businesses in all four counties of these events.

ARTS Committee Meetings for the Fiscal Year 2021 to the Fiscal Year 2024

TCC/CAC MEETINGS @ 10:30 am	PC MEETINGS @ 11 am
Wednesday, July 7, 2021	Thursday, July 22, 2021
* Monday, August 30, 2021	Monday, August 30, 2021
x Wednesday, September 1, 2021	Thursday, September 16, 2021
Monday, November 1, 2021	Thursday, November 18, 2021
Thursday, January 6, 2022	Thursday, January 20, 2022
Wednesday, February 16, 2022	Thursday, March 3, 2022
Wednesday, May 4, 2022	Tuesday, May 24, 2022
* Thursday, June 9, 2022	Thursday, June 9, 2022
Wednesday, September 7, 2022	Thursday, September 22, 2022
Wednesday, November 2, 2022	Thursday, November 17, 2022
Wednesday, January 4, 2023	Thursday, January 19, 2023
Wednesday, March 1, 2023	Thursday, March 16, 2023
Wednesday, May 3, 2023	Thursday, May 18, 2023
Wednesday, July 5, 2023	Thursday, July 20, 2023
Wednesday, September 6, 2023	Thursday, September 21, 2023
Wednesday, November 1, 2023	Thursday, November 16, 2023
Wednesday, January 10, 2024	Thursday, January 25, 2024
Wednesday, March 6, 2024	Thursday, March 21, 2024
* Special Called Meeting X Cancelled Meeting	

Methodology

The CAC works in conjunction with TCC reviewing various planning documents presented to them including but not limited to the Metropolitan Transportation Plan, Congestion Management Process, Unified Planning Work Program, and Title VI as well as any others prepared by ARTS. These documents are presented to them for comments and recommendations for the PC. ARTS staff are permitted sometimes to incorporate their comments into the plans, programs, and initiatives before presenting to PC.

Public involvement is conducted by the ARTS staff by attending civic organizations, neighborhood association meetings, and other community venues where the Metropolitan Transportation Plan and Transportation Improvement Programs are presented and all comments are welcome.

The ARTS adopted Public Participation Plan updated in 2021, guides efforts to involve the public in the planning process and to provide information about transportation planning activities. It includes notification procedures for public hearings and meetings, as well as public notification and information dissemination processes for specific ARTS products such as the Transportation Improvement Program.

Public Participation Contacts

A contact list is maintained by the ARTS for the entire area, consisting of neighborhood organizations, faith-based organizations, stakeholders, public leaders, and many more. This list is used to keep people informed through the ARTS News Letter, make reservations for presentations, and gather information from an organized and structured public participation process. All meetings held by CAC, TCC, and PC are open to the public. The meeting agendas are posted online as well as distributed to interested citizens, neighborhood organizations, and stakeholders.

Public notices are included during the public involvement process for Metropolitan Transportation Plan, Transportation Improvement Plan, and Special Transportation Projects. Plan documents are placed in over thirty locations throughout the region for access to the public. These locations include public facilities, libraries, community centers, and government buildings.

Public Notice

All public participation events from speaker bureaus to public meetings are posted on the website and/or distributed through flyers and bill drops inviting the public to attend a community meeting near them. The following is a list of locations ARTS has reserved for public meetings and speaker bureaus, each encouraging the local residents and businesses to participate in the transportation planning process in their area. Notifications for all public events and community meetings including public hearings are conducted through written publications in The Augusta Chronicle, The Aiken Standard, Columbia County News-Times as well as The Metro Courier and The Urban Pro Weekly. All information concerning ARTS is also made available through social media sites such as Facebook and Twitter/Instagram in conjunction with the city and ARTS independent webpages.

Speaker Bureaus

- Trinity on the Hill Methodist Church
- Columbia County Exchange Club at Snelling Center
- Augusta Chamber of Commerce Advocacy Council
- Augusta Exchange Club at First Baptist Church
- Augusta Canal Authority at Enterprise Mill
- Aiken Chamber of Commerce
- Merchants Association of Columbia County
- Sierra Club at Unitarian Universalist Church
- Wheel Movement- Richmond County, GA
- Friends of Our Greenway-North Augusta, SC
- Augusta Transit Citizen Advisory Committee

Table 15: ARTS Public Review/ Comment Meeting Venues

Public Meeting Venues		
Hephzibah City Hall 2530 Highway 88 Hephzibah, GA 30815	Warren Road Community Center 300 Warren Road Augusta, GA 30907	Augusta-Richmond County Municipal Building 535 Telfair Street, 1ST Floor Augusta, GA 30901
Liberty Community Center 1040 Newmantown Road Grovetown, GA 30813	Oak Point Community Center 703 East Boundary Augusta, GA 30901	Augusta Transit- Transfer Facility 1546 Broad Street Augusta, GA 30904
Sand Hills Community Center 2540 Wheeler Road	North Augusta Community Center 495 Brookside Avenue	Evans Government Complex, Auditorium 630 Ronald Reagan Drive

Augusta, GA 30904	North Augusta, SC 29841	Evans, GA 30809
Carrie J. Mays Family Life Center 1014 Eleventh Avenue Augusta, GA 30901	Odell Weeks Activity Center 1700 Whiskey Road Aiken, SC 29803	Aiken County Government Center 1930 University Pkwy, 1st Floor Aiken, SC 29801
First Baptist Church of Evans 515 N. Belair Road Evans, GA 30809	Smith Hazel Recreation Center 400 Kershaw Street NE Aiken, SC 29801	Zoom.com. https://us02web.zoom.us/j/9946694292

Documentation

The ARTS Public Participation Plan located in the Attachment lists all the documentation strategies implemented by the MPO. All documents are a matter of public record and available on the city's webpage as well as the ARTS webpage. ARTS publicizes at least seven (7) days prior to MPO planning meetings.

Marketing Strategies

1. Press Releases – Used to announce upcoming meetings and activities and to provide information on specific issues related to transportation planning.
2. Print Display Ads – Used to advertise public meetings and review and comment periods for transportation plans and projects. Display ads are published in area newspapers and distributed at public facilities throughout the ARTS area.
3. Direct Mailings – Used to advertise public meetings and review and comment periods for transportation plans and projects, or to provide information to a targeted area.
4. ARTS Newsletter – A quarterly publication used to provide information on transportation issues, projects, documents, contacts and resources.
5. ARTS Website – Used to display general information about ARTS, copies of major ARTS transportation documents, committee meeting schedules, agendas and minutes, project updates, and the ARTS Newsletter. The website is also used to advertise public meetings and review and comment periods for transportation plans and projects.
6. Speaking Engagements – The MPO shall make staff available to speak to civic groups, neighborhood associations, and other interested parties about ARTS transportation planning and projects.
7. ARTS Committee Meetings – The ARTS committee meetings will be a regularly-scheduled forum for the discussion of, and updates on regional transportation needs, plans, programs and activities.
8. ARTS Public Meetings – ARTS public meetings will be held in conjunction with the update of the MTP and the TIP, and the development of any special studies related to regional transportation issues.
9. Comment Cards – Comment cards will be distributed at public meetings to obtain feedback on regional transportation needs, plans, programs, and activities.
10. Surveys – Surveys will be used to obtain information from the general public and other stakeholders.
11. Visualization Techniques – The MPO will use GIS maps, sketches, drawings, and similar tools at public meetings to both convey information and elicit public input about transportation plans and projects.

Monitor of Sub-recipient

Each jurisdiction within the ARTS boundary is encouraged to participate in federally funded programs dedicated to transportation. Furthermore, they are also subject to review by the MPOs for Title VI compliance, ensuring there is no discrimination. From Metropolitan Transportation Plan projects to Transportation Improvement Programs seeking federal and state funds, each jurisdiction must show Augusta Regional Transportation Study that they are not discriminating and the projects will ensure all burden and benefits are evenly distributed. ARTS Policy Council makes the decisions, taking into account public input from the Citizen Advisory Council and professional consultation from the Technical Coordinating Committee. These committees monitor all programs and projects for Title VI and all manner of transportation related projects, programs and policies.

Minority Participation

Planning activities conducted by ARTS rely heavily on public involvement, mainly from the minorities, neighborhood organizations, faith-based centers, speaker bureaus, and community meetings. Recent community meetings for the update to the Metropolitan Transportation Plan included minorities at every meeting voicing their support for the Augusta Transit and Best Friends Express the need for more routes, alternative means of public transportation such as light rail, and many other views on particular road projects. The same input is gathered from speaker bureau meetings and community events.

ARTS/MPO – Monitor Report of Title VI Activities

A close working relationship has been established between the Augusta Planning and Development Department and Augusta Transit. The Augusta Transit Department does not maintain a planning staff of its own. The Augusta Planning & Development Department (APDD) provides public transportation planning and FTA grant administrative compliance assistance to Augusta Transit. It also allows the Augusta Planning & Development Department to coordinate the planning activities with the administration of the FTA grant program. For example, as part of the assistance provided to Augusta Transit in complying with FTA grant program requirements, the APDD provides technical assistance needed to update Title VI submission assist with ADA compliance.

The Augusta Planning & Development Department, recently, completed the data analysis update to monitor benefits and burdens of the MPO transportation planning process and Augusta Transit's service with respect to minority communities. Public Transportation services to these communities are evaluated by the following service standards:

- Each census tract in the service area with a minority population that is equal to or more total percentage of all minorities in the service area is monitored;
- An inventory is made of the transit service provided to these areas;
- An assessment is made of the performance of each route operating in each minority area;
- The performance of service provided in minority areas is compared to system policy standards.

Information Dissemination

An adopted Public Participation Plan guides effort to involve the public in ARTS planning process and to provide information about transportation planning activities. It includes notification procedures for public hearings and meetings, as well as public notification and information dissemination processes for specific ARTS products such as the Transportation Improvement Program.

In addition to the Public Participation Plan, the Citizen Advisory Committee (described in more detail below) has become an important mechanism for obtaining both citizen input and providing information to the public about current ARTS activities. Citizens Advisory Committee members have become proactive

in encouraging public involvement in transportation planning. Members have begun distributing ARTS documents in their neighborhoods, meetings with other citizen groups to discuss transportation issues, attending public meetings and hearings, and encouraging others to participate as well. Since the Citizen Advisory Committee members represent a cross-section of area residents, including minority residents, their actions have become an important aspect of citizen participation in the ARTS process.

Notifications procedures for public meetings, public hearings, and public review of certain ARTS products include purchased notices in local newspapers, news releases to local media, and direct mail notifications of interested individuals, direct mail notifications to 17 neighborhood association in Richmond County, and posting of notices in 37 public places. Purchased notices are placed in The Augusta Chronicle, The Aiken Standard and Columbia County News-Times, the local general circulation newspapers, and in The Metro Courier and The Urban Pro Weekly primarily minority-oriented newspapers.

List of Public Notice Publications

- Augusta Planning and Development Department
- Aiken County Planning and Development Department
- Columbia County Development Services
- City of Aiken Planning Department
- North Augusta Planning and Economic Development
- Augusta Engineering Department
- Columbia County Engineering Services Department
- North Augusta Department of Energy and Public Works
- City of Aiken Public Works and Engineering
- Aiken County Engineering
- Augusta Traffic Engineers
- Burnetttown Town Hall
- GA DOT Augusta Area Engineering's Office
- SC DOT Area Engineer
- Grovetown City Hall
- Fort Gordon
- August Transit
- Best Friends Express
- Columbia County Public Transit
- Richmond County Transit
- All Public Libraries in Columbia, Aiken, and Richmond County
- Hephzibah City Hall
- Blythe City Hall
- Lower Savannah Council of Governments (LSCOG)
- Central Savannah River Area Regional Commission (CSRA-RC)

It is impossible to list all instances of media involvement in disseminating information about transportation planning-related activities. All media involvement, other than the purchased notices, is voluntary non-purchased activity, usually as part of news reporting. The activity is rather extensive as evidenced by the list of transportation-related newspapers. Coverage by the electronic media is not as well quantified but is also extensive.

Media coverage is difficult to estimate accurately. Circulation and audience figures for some local media provide an estimate. The urbanized area population in 2010 was estimated over 300,000. The daily circulation of the Augusta Chronicle, the newspaper with the largest daily circulation, is approximately 80,000. The weekly circulation of The Metro Courier is approximately 10,000. It is estimated that all Augusta radio stations have an average-quarter hour listening audience in excess of 50,000 persons or slightly more than 17% of the urbanized area population. However, this represents the maximum audience, not the audience of the station covering transportation planning and activities. Radio stations that do cover transportation planning meetings and activities draw approximately 50% of the total audience. Local minority-oriented radio stations like all radio stations are utilized only to the extent of receiving press releases concerning transportation planning meetings and activities.

Notification of members of the MPO Policy Committee, Technical Coordinating Committee, and Citizens Advisory Committee remain the same. Agendas are mailed to all members at least one week prior to a meeting.

ARTS also has its own independent webpage in conjunction with the Columbia County and Augusta's city webpages. This page is maintained and updated by ARTS Staff through the IT-GIS Department of the City of Augusta. Social media also plays a very important role in public notifications as ARTS also has its own Facebook and Twitter pages so people are kept informed and up to date on regional transportation planning activities.

Minority Participation in the Decision-Making Process

The Augusta Regional Transportation Study MPO Policy Committee, as described below in the Minority Representation on Decision Making Bodies Section of this Title VI Program, has approval authority for ARTS public transportation planning matters. Citizens' participation and more specifically minority participation in ARTS public transportation planning is through members in the ARTS Technical Coordinating Committee and Citizen Advisory Committee and through involvement in ARTS public transportation planning activities.

Efforts to encourage minority participation in public transportation planning activities include:

- Purchase notices in the minority oriented newspaper
- Press releases to minority oriented media for public meetings, hearings, and announcements of document availability;
- Speaker Bureau presentation and Community meetings throughout the ARTS area
- Locating public hearing and public meetings at accessible facilities located in or near minority neighborhoods; i.e. The Augusta Richmond County Civic Center and the Municipal Building; and
- Public hearing and meeting notices are mailed to 17 neighborhood associations, at least six of which represent neighborhoods consisting primarily of minority residents.

In addition to the efforts described above to involve minorities in public transportation planning, the Augusta Transit Department organized a Transit Advisory Committee that meets monthly to discuss public transit issues. This committee will be made up of 10 representatives from each district with a total of 10 members. ARTS planning staff assists the AT with technical support on the committees' activities.

2050 MTP Public Meetings

In FY 2020, public meetings were held between Tuesday, August 8th, 2019, and Thursday, October 10th, 2019 in which the public was invited to review and comment on the ARTS 2050 Metropolitan Transportation Plan (MTP).

Location	Date	Time
Aiken County Government Complex Sandlapper Room 1930 University Parkway Aiken, SC 29801	August 8th, 2019	5:30 pm to 8:00 pm
TW Josey High School Media Center 1701 15th Street Augusta GA 30901	August 8th, 2019	5:30 pm to 8:00 pm
First Baptist Church of Augusta 3500 Walton Way Ext Augusta GA 30909	October 10th, 2019	5:30 pm to 8:00 pm
Columbia County Government Center Auditorium, Building A 630 Ronald Reagan Drive Evans, GA 30809	October 10th, 2019	5:30 pm to 8:00 pm

TIP Public Meetings

In FY 2024, in person and virtual public meetings were held between Thursday, August 10, 2023 to Thursday, August 24th, 2023. The purpose of the Virtual Public Meetings was to allow the public to review and comment on the ARTS MPO draft Georgia FY 2024-2027 and South Carolina FY 2021-2027 TIP.

A series of public meetings is scheduled for the following dates, times and locations:

DATE/TIME	LOCATION
Thursday, August 10, 2023, 6:00PM-8:00PM	Public Meeting #1 – Robert Howard Community Center, 103 Diamond Lakes Way, Hephzibah, GA 30815, Multipurpose Room
Tuesday, August 15, 2023, 6:00PM-8:00PM	Public Meeting #2 – Zoom Meeting
Tuesday, August 22, 2023, 6:00PM-8:00PM	Public Meeting #3 – Zoom Meeting
Thursday, August 24, 2023, 6:00PM-8:00PM	Public Meeting #4 – Columbia County Board of Commissioners, Evans Auditorium A, 630 Ronald Reagan Drive, Evans, GA 30809

TIP Public Notice

Announcements were posted on the below websites and local newspapers:

Publication	Run Date	Languages
Augusta Chronicle	7/30/2023	English
Augusta Chronicle	8/4/2023	English, Spanish & Korean
Urban Pro Weekly	7/27/2023 - 8/9/2023 and 8/9/2023 - 8/22/2023	English, Spanish & Korean
ARTS MPO Website	8/1/2023 - 8/31/2023	English, Spanish & Korean
Facebook (Paid Advertising)	8/8/2023 - 8/31/2023	English, Spanish & Korean

4. Limited English Proficiency Plan

Introduction

The purpose of this Limited English Proficiency policy guidance is to clarify the responsibilities of recipients of Federal financial assistance from the U.S. Department of Transportation (DOT) and assist them in fulfilling their responsibilities to Limited English Proficient (hereinafter “LEP”) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. It was prepared in accordance with Title VI of Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance.

Executive Order 13166

Executive Order 13166 “Improving Access to Services for Persons with Limited English Proficiency was signed into law by President William J. Clinton on August 11, 2000,” reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that is subjected to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in the Department of Justice’s (“DOJ”) Policy Guidance with the compliance standards and framework titled Improving Access to Services for Persons with Limited English Proficiency. The purpose of this order was to ensure that people who had very limited ability to read, write, and speak English were provided the necessary assistance so they may access the same service as those who knew English proficiently. This order was geared to safeguard the use of federal funds. Each Federal agency is required to follow Title VI stipulations; any agency receiving federal funds is equally required to follow them as well. U.S. Department of Transportation’s publication of Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient Persons ensures people are not excluded from DOT assistance programs and activities simply due to communication.

Plan Summary

Augusta, Georgia has developed this Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to Augusta Transit services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, write, or understand English.

Elements

The essential elements of a Limited English Proficiency Plan are as follow:

1. Identification of LEP persons
2. Identification of Language Assistance
3. Training Staff
4. Notices to LEP persons

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff, how to notify LEP persons that assistance is available, and information for future plan updates.

Four-Factor Analysis

The first two elements – Identification of LEP Persons, and Language Assistance - are conducted through a four-factor analysis. While determining the extent of the obligation to provide LEP services in the development of its plan, Augusta, Georgia through Augusta Transit Department and Augusta Planning and Development Department conducted the four-factor LEP analysis as it applies to public transit and metropolitan transportation planning relative to guidance under the U.S. Department of Transportation.

The four-factor analysis includes:

1. Identification of the number or proportion of LEP persons eligible in the AT service area who may be served or likely to encounter ARTS metropolitan transportation planning process and an AT program, activity, or service;
2. The frequency with which LEP individuals come in contact with ARTS, metropolitan transportation planning process, and an AT service.
3. The nature and importance of the program, activity, or service provided by the AT to the LEP population;
4. The resources available to the AT and overall cost to provide LEP assistance.

A brief description of these considerations for the ARTS metropolitan transportation planning process and AT services is provided in the following sections.

ARTS uses the four-factor analysis to identify the number of LEP persons, frequency of LEP persons utilizing the program, nature of the program, and availability and cost of resources. Data is compiled using 2010.

1st Factor: Number or proportions of LEP persons in ARTS

Table 16: Countywide LEP Population in ARTS MPO area

	Columbia		Richmond		Aiken		Edgefield	
Speak Only English	112,460	83%	179,418	87%	120,948	89%	1,186	90%
Speak English Only or Speak English "Very Well"	10,646	8%	9,973	5%	5,412	4%	36	3%
Speak English "Less than "Very Well"	4,588	3%	3,259	2%	2,201	2%	39	3%

Source: US Census Bureau, American Community Survey, 5-Year Estimates, 2018-2022

2nd Factor: Frequency of LEP person contact with ARTS

While the number of LEP persons in the ARTS area is relatively low, the frequency of how often they will utilize public transportation services in the region may increase. They will facilitate the requirements to develop appropriate strategies necessary to meet their language needs. It is this small yet growing number of LEP persons in the ARTS area who will make the most use of public transportation and ARTS staff will be prepared and ensure they receive the same quality services as everyone else in the region.

3rd Factor: Nature or importance of the program for LEP persons

Public input during various phases of the Metropolitan Transportation planning process and TIP. From public meetings regarding Transportation Improvement Programs to attending local speaker bureau and civic organization meetings, meeting local residents directly and exchanging information with them about local transportation issues helps ARTS understand and plan for their needs. Presentations, handouts, and

personal conversations are conducted with the public to show ARTS's commitment to the growing regional transportation network.

4th Factor: Availability of resources and overall costs

LEP plan is primarily funded through FTA Section 5303 program, assisting local and regional transportation agencies with resources necessary to meet the needs of LEP persons. Assistance through these programs comes in the form of the following initiatives for ARTS:

- Provide translation on an as-needed basis.
- Coordination with Board of Education to assist in data collection and analysis of LEP persons in the ARTS area.
- GIS analysis of LEP persons in the ARTS area and their use of transportation in urbanized and rural areas.
- Publication of ARTS documents in multiple languages upon request by the public.

Safe Harbor Stipulation

This stipulation of Title VI provides recipients of federal funds an absolute certainty means of verifying their compliance to Limited English Proficiency requirements through written translation. Safe Harbor is met when agencies provide a written translation of all vital documents for any language for groups of people that consist of 5% or 1,000 – whichever is less – of the people serviced by the agency. Not providing all translation does not constitute a breach of the safe harbor, simply a guideline in the event they seek to ensure absolute compliance. Oral communication can also be conducted in situations where extensive writing proves overburden to the agency.

AT implementation of the four-factor analysis relative to public transit services and operations:

1. Number and Proportion of (LEP) Persons Served or Encountered in the Service Area Population. The Augusta Transit (AT), has examined the information posted from the U.S. Census Bureau's report of 2010 on Richmond County, Georgia. As can be seen from the table at the end of this analysis, the area then had and may still have 181,028 persons altogether, including 2,896 persons (1.6% of the total population) who said they spoke English "less than very well". Of these LEP persons, a population of 11,168 were estimated as Limited-English persons, while a population of 3,334 were counted as persons who spoke a language other than English; German, French, Korean, Chinese, Arabic, Gujarathi, Vietnamese, Japanese, Persian, Thai, or Portuguese.

2. Frequency in which LEP Persons Come into Contact with the Program:

AT has never had a request for an interpreter. Supervisors report having little to no contact with LEP individuals who make themselves known by requesting assistance. Of the few requesting assistance, most are Hispanics. Supervisors say they have been able to handle questions by pointing to or writing down schedule information. Two supervisors have reported helping an LEP Asian Indian gentleman by phoning his wife or a friend, both of whom could function as an interpreter.

3. Nature or Importance of the Program

The parts of Richmond County served by AT including hospitals, schools, stores, libraries, parks, community centers, recreation facilities, government buildings, and numerous businesses (e.g., hotels) where LEP individuals may work. The Hispanic community (5,560 persons or 3% of the total population) constitutes the largest non-English group. (According to census tracts, Hispanics make up 2.17% of the population where AT provides route service.) AT has reached out to LEP members of this group by printing brochures and maps in Spanish and by advertising in *El-Augustino*, the area's monthly Hispanic newspaper.

4. Resources Available and Cost:

To assess the available resources, Augusta Georgia through AT has identified and contacted local individuals who are willing and able to interpret or translate for LEP Hispanics, and has learned of their fees. AT is exploring the feasibility of using the telephonic interpreting services of Language Line ([www. LanguageLine.com](http://www.LanguageLine.com)) to assist non-Hispanic LEP persons, and has contacted the East Central Georgia Regional Library about assembling a list of local organizations that can help with reaching and assisting current and potential LEP riders.

How to Identify an LEP Person Who Needs Language Assistance?

Below are tools to help identify persons who may need language assistance:

1. Examine records request for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings;
2. When AT-sponsored workshops or conferences are held, set up a sign-in sheet table, have a staff member greet, and briefly speak to each attendee. To informally gauge the attendee's ability to speak and understand English, ask a question that requires a full-sentence reply.
3. Have the Census Bureau's "I Speak Cards" at the workshop or conference sign-in sheet table. While staff may not be able to provide translation assistance at this meeting, cards are an excellent tool to identify language needs for future meetings. Also, have the cards available at the AT Customer Service Area; and
4. Survey drivers and other first-line staff on an annual basis at the beginning of each fiscal year regarding their experience of having any direct or indirect contact with LEP individuals.

Language Assistance Measures

Augusta Georgia through AT and APDD has or will implement the following LEP procedures. The creation of these steps are based on the very low percentage of persons speaking other languages or not speaking English at least "well", and the lack of resources available in the AT and ARTS service area:

1. Census Bureau's "Speak Cards" are to be located at the Customers Service window in the Transit Facility at all times.
2. When an interpreter is needed, in person or on the telephone, and the staff has exhausted the above options, staff will first attempt to determine what language is required. Staff shall use the telephone interpreter service- Language Line Service at <http://www.languageLine.com>. On the Language Line home page, the staff will select the Need an Interpreter Now link and follow the directions to receive and access the code.

Staff Training

This plan is part of each ARTS staff member's library, serving as a resource for Title VI requirements and policies currently in place. Certain staff members are proficient in other languages while others will be provided the necessary training so they too may interact with the public more directly. This document is made available both as a hard copy and online as a digital one so they may access it anywhere. The public may also obtain a copy of this for their reference in any language they require.

Training topics are listed below:

1. Understanding the Title VI policy and LEP responsibilities;
2. What language assistance services the AT offers;
3. Use of LEP "I Speak Cards";
4. How to use the Language Line interpretation and translation services;
5. Documentation of language assistance request;
6. How to handle a Title VI and / or LEP complaint (See Attachment E).

LEP Notifications

Augusta Georgia through ARTS regularly publicizes a local newsletter throughout the year in a variety of languages primarily but not limited to Spanish to ensure LEP persons are kept up to date on local transportation planning projects. ARTS and AT also publicizes notices and reviews of reports and publications through a variety of media outlets informing LEP persons of public transportation services and MPO transportation planning meetings. These initiatives include the following:

- Signs in Spanish and Asian (Korean) Languages on buses and at transit stations
- Local newspapers, news outlets, television and radio stations
- Neighborhood and faith-based organizations as well as stakeholder groups
- Presentations in schools, civic leagues, and speaker bureaus

The following are few options that ARTS and AT will incorporate when and /or if the need arises for LEP outreach:

1. If the staff knows that they will be presenting a topic that could be of potential importance to an LEP person or if staff will be hosting a meeting or a workshop in a geographic location with a known concentration of LEP persons, meeting notices, flyers, advertisements, and agendas will be printed in an alternative language, based on known LEP population in the area.
2. When running a general public meeting notice, staff will insert the clause, based on the LEP population and when relevant, that translates into "A (insert alternative Language) translator will be available". For example: "Un traductor del idioma español estará disponible" This means "A Spanish translator will be available".
3. Key printed materials, including but not limited to maps and (schedules in the future) will be translated and made available at the AT Transit Center, in the Office of Augusta Planning and Development Department, and in public places listed in ARTS public participation plan, onboard vehicles and in communities when a specific and concentrated LEP population is identified.

Continued efforts to reach out to the public will be implemented as funding become more available.

Monitoring and Updating to LEP Plan

The LEP Plan is monitored and updated along with the ARTS Participation Plan both of which are subject to review by the ARTS Technical Coordinating Committee and Citizen Advisory Committee. Both plans are also guiding public outreach tools as part of the ARTS MTP and TIP. All documents are available to the public in the primary LEP languages, Spanish and Asian (Korean), upon request.

At a minimum, AT will follow the Title VI Program update schedule for the LEP Plan. Each update should examine all plan components such as:

1. How many LEP persons were encountered?
2. Were their needs met?
3. What is the current LEP population in Augusta Georgia and ARTS MPO area?
4. Has there been a change in the types of languages where translation services are needed?
5. Is there still a need for continued language assistance for previously identified projects, plans, programs, and services? Are there other programs that should be included?
6. Have AT's available resources, such as technology, staff, and financial costs changed?
7. Has Augusta Georgia fulfilled the goals of the LEP Plan?
8. Were any complaints received?

Dissemination of the AT Limited English Proficiency Plan

Augusta Georgia through the APDD and AT will include the LEP plan on its websites (www.augustaga.gov) together with its Title IV Policy and Complaint Procedures. August Georgia's Notice of Rights under Title VI to the public posted in public places including Offices of APDD, AT, transit transfer facility, on all AT vehicles, and in selected printed materials also refers to the LEP Plan's availability.

Any person, including social service, nonprofit, and law enforcement agencies, and other community partners with internet access will be able to access the plan. Copies of the LEP Plan will be provided, on request, to any person(s) requesting the document via phone, in person, by mail or email. LEP person(s) may obtain copies/translations of the plan upon request. Any questions or comments regarding this plan should be directed to the Augusta Transit Department and Augusta Planning and Development Department.

LEP Complain Processing

The public is also permitted to use the Title VI Complaint forms for any violations they feel may have been made against them in regards to this LEP Plan. Title VI Complaint Form is provided in the Appendix as well as online.

S1601: LANGUAGE SPOKEN AT HOME

Table 17: American Community Survey (ACS) 5-Year Estimates, 2018-2022, of Population Language Spoken At Home in Richmond County, Georgia

	Total		Percent		Percent of specified language speakers							
Subject					Speak English only or speak English "very well"		Percent speak English only or speak English "very well"		Speak English less than "very well"		Percent speak English less than "very well"	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Population 5 years and over	192,650	±164	(X)	(X)	189,391	±615	98.3%	±0.3	3,259	±571	1.7%	±0.3
Speak only English	179,418	±1,067	93.1%	±0.6	(X)	(X)	(X)	(X)	(X)	(X)	(X)	(X)
Speak a language other than English	13,232	±1,088	6.9%	±0.6	9,973	±990	75.4%	±3.9	3,259	±571	24.6%	±3.9
SPEAK A LANGUAGE OTHER THAN ENGLISH												
Spanish	7,242	±705	3.8%	±0.4	5,504	±689	76.0%	±5.8	1,738	±444	24.0%	±5.8
5 to 17 years old	1,538	±428	0.8%	±0.2	1,255	±445	81.6%	±12.9	283	±190	18.4%	±12.9
18 to 64 years old	4,945	±529	2.6%	±0.3	3,678	±517	74.4%	±6.2	1,267	±319	25.6%	±6.2
65 years old and over	759	±114	0.4%	±0.1	571	±148	75.2%	±16.4	188	±126	24.8%	±16.4
Other Indo-European languages	2,822	±713	1.5%	±0.4	2,383	±610	84.4%	±8.0	439	±261	15.6%	±8.0
5 to 17 years old	361	±266	0.2%	±0.1	361	±266	100.0%	±12.3	0	±34	0.0%	±12.3
18 to 64 years old	1,966	±644	1.0%	±0.3	1,594	±518	81.1%	±10.4	372	±254	18.9%	±10.4
65 years old and over	495	±182	0.3%	±0.1	428	±175	86.5%	±10.4	67	±51	13.5%	±10.4
Asian and Pacific Island languages	2,310	±374	1.2%	±0.2	1,351	±296	58.5%	±8.3	959	±247	41.5%	±8.3
5 to 17 years old	188	±142	0.1%	±0.1	113	±102	60.1%	±46.2	75	±115	39.9%	±46.2
18 to 64 years old	1,507	±313	0.8%	±0.2	933	±253	61.9%	±11.0	574	±205	38.1%	±11.0
65 years old and over	615	±80	0.3%	±0.1	305	±95	49.6%	±14.5	310	±100	50.4%	±14.5
Other languages	858	±338	0.4%	±0.2	735	±321	85.7%	±12.9	123	±112	14.3%	±12.9
5 to 17 years old	74	±94	0.0%	±0.1	0	±34	0.0%	±41.7	74	±94	100.0%	±41.7
18 to 64 years old	760	±331	0.4%	±0.2	718	±321	94.5%	±8.8	42	±68	5.5%	±8.8
65 years old and over	24	±30	0.0%	±0.1	17	±28	70.8%	±55.2	7	±11	29.2%	±55.2

CITIZENS 18 YEARS AND OVER												
All citizens 18 years old and over	156,275	±600	(X)	(X)	154,624	±596	98.9%	±0.2	1,651	±293	1.1%	±0.2
Speak only English	147,344	±1,038	94.3%	±0.6	(X)	(X)	(X)	(X)	(X)	(X)	(X)	(X)
Speak a language other than English	8,931	±889	5.7%	±0.6	7,280	±851	81.5%	±3.3	1,651	±293	18.5%	±3.3
Spanish	4,881	±595	3.1%	±0.4	4,025	±532	82.5%	±5.2	856	±277	17.5%	±5.2
Other languages	4,050	±749	2.6%	±0.5	3,255	±741	80.4%	±5.6	795	±195	19.6%	±5.6
Source: US Census Bureau, American Community Survey, 5-Year Estimates, 2018-2022												

APPENDICES

Appendix A: Title VI Program Checklist for All Grantees

All recipients should submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Sub-recipients shall submit the information below to their direct recipient.

Provision	Circular Reference	Citation in DOT Title VI Regulations or reference to the DOT Order on Environmental Justice	Reporting Requirement
Title VI Complaint Procedures	Chapter IV, part 2	49 CFR 21.9(b)	A copy of their procedures for filing a Title VI complaint INCLUDED AS ATTACHMENT
Record of Title VI investigations, complaints, or lawsuits	Chapter IV part 3	48 CFR 21.9(b)	A list of any Title VI investigations, complaints, or lawsuits filed with the agency since the time of the last submittal NO INVESTIGATIONS, COMPLAINTS OR LAWSUITS HAVE BEEN FILED SINCE THE LAST SUBMITTAL
Access to Services by Persons with Limited English Proficiency	Chapter IV, part 4	49 CFR 21.5(b) and the DOT Limited English Proficiency Guidelines	Either a copy of the agency's plan for providing access to meaningful activities and programs for persons with Limited English Proficiency which was based on the DOT Limited English Proficiency guidance or a copy of the agency's alternative framework for providing access to activities and programs. ACTIONS DESCRIBED IN PLAN NARRATIVE
Notifying beneficiaries of their rights under Title VI	Chapter IV part 5	49 CFR 21.9(d)	A notice that it complies with Title VI and procedures the public may follow to file a discrimination complaint. INCLUDED AS ATTACHMENT
Provision	Circular Reference	Citation in DOT Title VI Regulations or reference to the DOT Order on Environmental Justice	Reporting Requirement
Inclusive public participation	Chapter IV part 9	DOT Order 5610	A summary of public outreach and involvement activities undertaken since the last submission and a description of steps taken to ensure that minority persons had meaningful access to these activities. ACTIONS DESCRIBED IN PLAN NARRATIVE

Appendix B: Title VI Program Checklist for Recipients Serving Urbanized Areas with Populations of 200,000 People or Greater

All recipients providing service to geographic areas with 200,000 people or greater should submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program.

Provision	Circular Reference	Citation	Information to be included in the Title VI report
Demographic Data Collection	Chapter V, Part 1	49 CFR 21.9(b);	<p>Either demographic maps and charts prepared since the most recent decennial census, results of customer surveys that include demographic information, or demographic information on beneficiaries through the locally developed procedure.</p> <p>INCLUDED AS ATTACHMENT</p>
Service Standards	Chapter V, Part 2	49 CFR 21.5(b)(2); 49 CFR 21.5(b)(7); Attachment C to 49 CFR 21	<p>System-wide service standards (such as standards for vehicle load, vehicle headway, distribution of transit amenities, on-time performance, transit availability, and transit security).</p> <p>INCLUDED IN PLAN NARRATIVE</p>
Service Policies	Chapter V, Part 3	49 CFR 21.5(b)(2); 49 CFR 21.5(b)(7); Attachment C to 49 CFR 21	<p>System-wide policies (such as policies for vehicle assignment or transit security).</p> <p>INCLUDED IN PLAN NARRATIVE</p>
Equity Evaluation of Service and Fare Changes	Chapter V, Part 4	49 CFR 21.5(b)(2); 49CFR 21.5(b)(7); Attachment C to 49 CFR 21;	<p>An analysis of the impacts on minority and low-income populations of any significant service and fare changes that occurred since the previous report was submitted. INCLUDED IN PLAN NARRATIVE</p>
Monitoring	Chapter V, Part 5	49 CFR 21.5(b)(2); 49CFR 21.5(b)(7); Attachment C to 49 CFR 21;	<p>The results of either level of service monitoring, quality of service monitoring, analysis of customer surveys, or locally developed monitoring procedure.</p> <p>INCLUDED IN PLAN NARRATIVE</p>

Appendix C: FTA FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES

Federal Fiscal Year 2023 Certifications and Assurances for FTA Assistance Programs

Name of Applicant: The Augusta Regional Transportation Study

The Applicant agrees to comply with applicable provisions of Categories 01 - 21. ✓

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

Category	Description	
1	Certifications and Assurances Required of Every Applicant	
2	Public Transportation Agency Safety Plans	_____
3	Tax Liability and Felony Convictions	
4	Lobbying	
5	Private Sector Protections	
6	Transit Asset Management Plan	
7	Rolling Stock Buy America Reviews and Bus Testing	_____
8	Urbanized Area Formula Grants Program	
9	Formula Grants for Rural Areas	
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
13	State of Good Repair Grants	
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	_____
16	Rail Safety Training and Oversight	
17	Demand Response Service	
18	Interest and Financing Costs	_____
19	Cybersecurity Certification for Rail Rolling Stock Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	

Federal Fiscal Year 2023 FTA Certifications and Assurances Signature Page

Required of all Applicants for federal assistance to be awarded by FTA in FY 2025.

AFFIRMATION OF APPLICANT

Name of Applicant: The Augusta Regional Transportation Study

Name and Relationship of the Authorized Representative: Carla Delaney, MPO Project Director

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2025, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek, federal assistance to be awarded during federal fiscal year 2025.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

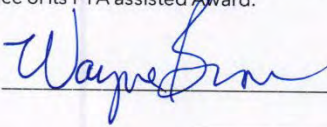
Signature:  Date: 12/5/2023

Name and Relationship of the Authorized Representative: Carla Delaney, MPO Project Director

AFFIRMATION OF APPLICANT'S ATTORNEYFor: The Augusta Regional Transportation Study

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature:  Date: 1-2-24Name of Attorney for Applicant: Wayne Brown

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Appendix D: MPO Certification

**CERTIFICATION
OF THE
AUGUSTA REGIONAL TRANSPORTATION STUDY
METROPOLITAN PLANNING ORGANIZATION**

Be it known to all, the below signees do hereby endorse and certify the Augusta Regional Transportation Study MPO, and further certify that the Metropolitan Planning Process is being conducted in accordance with all applicable requirements of:

1. **23 U.S.C. 134, 49 U.S.C. 5305, and this subpart**
 - a) Agreements are in place to address responsibilities of each MPO for its share of the overall Metropolitan Planning Area (MPA), where multiple Metropolitan Planning Organizations share geographic portions of a Transportation Management Area (TMA).
 - b) All major modes of transportation are members of the MPO
 - c) Any changes to the MPA boundaries were reflected in the Policy Board representation.
 - d) Agreements or memorandums are signed and in place for identification of planning responsibilities among the MPO, GDOT, public transit operator(s), air quality agency(ies), or other agencies involved in the planning process.
 - e) Roles and responsibilities are defined for the development of the Long Range Transportation Plan (LRTP) / Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP), Unified Planning Work Program (UPWP) and other related planning documents.
 - f) All MPO required planning products per 23 CFR Part 450, meeting minutes and agenda items are current and available on the MPO's website.
 - g) The metropolitan transportation planning process shall provide for the establishment and use of a performance-based approach to transportation decision-making to support the national goals described in 23 U.S.C. 150(b) and the general purposes described in 49 U.S.C. 5301(c).
2. **UPWP (23 CFR Part 450.308)**
 - a) The UPWP documents in detail the activities to be performed with Title 23 and the Federal Transit Act.
 - b) The UPWP activities are developed, selected and prioritized with input from the State, MPO committees and public transit agency(ies).
 - c) The final UPWP is submitted in a timely manner to GDOT with authorization occurring before the MPO's fiscal year begins.
 - d) Initial Adoption and Amendments to the UPWP are developed and processed in accordance with procedures outlined in the MPO's Participation Plan.

- e) Planning activities and status reports are submitted quarterly by the MPO to GDOT and FHWA.

LRTP/MTP (23 CFR Part 450.324)

- a) The LRTP/MTP incorporates a minimum 20-year planning horizon.
 - b) The LRTP/MTP identifies both long-range and short-range strategies and actions leading to the development of an intermodal transportation system.
 - c) The LRTP/MTP is fiscally constrained.
 - d) The development of the LRTP/MTP and the TIP are coordinated with other providers of transportation (e.g. regional airports, maritime port operators).
 - e) All of the Fixing America's Surface Transportation (FAST) Act planning factors were considered in the planning process.
 - f) The LRTP/MTP includes a discussion of types of potential environmental mitigation activities and potential areas to carry out these activities in consultation with federal, state and tribal land management and regulatory agencies.
 - g) The MPO approves the LRTP/MTP in a timely manner without entering into a planning lapse.
 - h) Initial Adoption and Amendments to the LRTP/MTP are developed and processed in accordance with procedures outlined in the MPO's Participation Plan.
 - i) The transit authority's planning process is coordinated with the MPO's planning process.
 - j) In non-attainment and maintenance areas the MPO, as well as FHWA and FTA, must make a conformity determination on any updated or amended LRTP/MTP in accordance with 40 CFR Part 93.
-
- a) The TIP is updated at least every 4 years, on a schedule compatible with STIP development.
 - b) Each project included in the TIP is consistent with the LRTP/MTP.
 - c) The MPO, GDOT and the transit operator collaborate on the development of the TIP.
 - d) The TIP contains all projects to be funded under Title 23 U.S.C. and Title 49 U.S.C. Chapter 53.
 - e) The TIP is financially constrained by year and revenue estimates reflect reasonable assumptions.
 - f) The MPO TIP is included in the STIP by reference, without modification.
 - g) Initial Adoption and Amendments to the TIP are developed and processed in accordance with procedures outlined in the MPO's Participation Plan.
 - h) In non-attainment and maintenance areas, the MPO as well as the FHWA and FTA must make a conformity determination on any updated or amended TIP in accordance with 40 CFR Part 93.

Participation Plan (23 CFR Part 450.316)

- a) A 45-day comment period was provided before the Participation Plan was adopted/revised.
- b) Transportation plans, programs and projects provide timely information about transportation issues and processes to citizens and others who may be affected.
- c) Opportunities are provided for participation by local, State, and federal environmental resource and permit agencies where appropriate.
- d) The public involvement process demonstrates explicit consideration and responsiveness to public input received during the planning and program development process.
- e) The transportation planning process identifies and addresses the needs of those traditionally underserved, including low-income and minority households.
- f) The disposition of comments and changes in the final LRTP/MTP/TIP are documented and reported when significant comments are submitted.
- g) Additional time is provided if the "final" document is significantly different from the draft originally made available for public review.
- h) The MPO undertakes a periodic review of the public involvement process to determine if the process is efficient and provides full an open access for all.

List of Obligated Projects (23 CFR Part 450.334)

- a) The MPO provides a listing for all projects for which funds are obligated each year, including bicycle and pedestrian facilities.
- b) The annual listing is made available to the public via the TIP or the LRTP/MTP.

In non-attainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93

- a) The MPO's UPWP incorporates all of the metropolitan transportation-related air quality planning activities addressing air quality goals, including those not funded by FHWA/FTA.
- b) Agreements exist to outline the process for cooperative planning within full nonattainment/maintenance areas that are not designated by the MPO planning area.
- c) The MPO coordinates the development of the LRTP/MTP with SIP development and the development of Transportation Control Measures (TCM) if applicable.
- d) The LRTP/MTP includes design concept and scope descriptions of all existing and proposed transportation facilities in sufficient detail, regardless of funding source, to permit conformity determinations.
- e) The MPO's TIP includes all proposed federally and non-federally funded regionally significant transportation projects, including intermodal facilities.
- f) If applicable, the MPO ensures priority programming and expeditious implementation of

TCMs from the STIP.

- III. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21
 - a) The MPO has adopted goals, policies, approaches and measurements to address Title VI and related requirements.
 - b) The public involvement process is consistent with Title VI of the Civil Rights Act of 1964 and the Title VI assurance execution by the State.
 - c) The MPO has processes, procedures, guidelines, and/or policies that address Title VI, ADA, and DBE.
 - d) The MPO has a documented policy on how Title VI complaints will be handled.
 - e) The MPO has a demographic profile of the metropolitan planning area that includes identification of the locations of protected populations.
 - f) As appropriate, the planning process identifies/considers/addresses the needs of protected/traditionally underserved populations (low-income/minority as defined by the U.S. Census Bureau).
- IV. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment of business opportunity
 - a) The MPO adheres to all requirements prohibiting discrimination against a person under, a project, program, or activity receiving financial assistance under because of race, color, creed, national origin, sex, or age.
- V. Section 1101(b) of the FAST Act (Pub. L. 114-357) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in U.S. DOT funded projects
 - a) The GDOT establishes overall goals for the percentage of work to be performed by DBE's based on the projections of the number and types of federal-aid highway contracts to be awarded and the number and types of DBE's likely to be available to compete for the contracts.
- VI. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts
 - a) The MPO as required by Title VII of the Civil Rights Act of 1964, does not discriminate on employment opportunities based on race, color, religion, sex, or national origin;
- VII. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38
 - a) The MPO as required by 49 U.S.C. 5332 prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, otherwise known as Title VI of the Civil Rights

Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally- Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7.

- VIII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance
- a) The MPO has identified strategies and services to meet the needs of older persons' needs for transportation planning and programming.
- IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender
- a) The MPO adheres to the Act on Equality between women and men and prohibits both direct and indirect discrimination based on gender.
 - b) The MPO adheres to the Equal Pay Act of 1963 (EPA), which protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination;
- X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- a) The MPO adheres to Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), which prohibits employment discrimination against qualified individuals with disabilities in the private sector, and in state and local governments.


 Dr. William Molnar, Policy Committee Chairman
 Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization
 Date: 7/11/23


 Digitally signed by Vivian Canizares
 Date: 2023.09.28 10:18:48-04'00'
 Vivian Canizares, Assistant State Transportation Planning Administrator
 Georgia Department of Transportation, Office of Planning
 Date:


 Digitally signed by Matt Markham
 Date: 2023.09.28 10:34:18 -04'00'
 Matthew Markham, Deputy Director of Planning
 Georgia Department of Transportation, Office of Planning
 Date:

Appendix E: AUGUSTA TRANSIT (AT) TITLE VI PUBLIC COMPLAINT PROCESS

If you believe that you have been excluded from participation in, been denied the benefits of, or been subjected to discrimination under any Augusta, Georgia service, program, or activity receiving federal financial assistance, including, but not limited to, service, projects, or activities provided by or administered by the Augusta Planning and Development Department, the Augusta Transit Department, the Augusta Engineering Department, you may file an official Title VI Complaint with the Office of The Administrator of Augusta, Georgia and/or the designated representative, (hereafter "Title VI

Coordinator”). The following steps describe the procedures to file a complaint and how Augusta, Georgia will respond.

1. The complaint must be submitted to the Title VI Coordinator no later than thirty (30) working days after the date of the alleged discrimination.
2. A Title VI Complaint Form can be obtained by calling (706) 821-1721, (706) 821-1796 or by downloading the form from these websites at www.augustaga.gov; <http://www.augustaga.gov/290/Planning-and-Development>; and www.augustaga.gov/arts
3. Please provide the following information on the complaint form or you may submit a signed written statement that contains all of the following written information:
 - Your name, address and how to contact you (phone number, email address, etc.);
 - The basis of the alleged discrimination complaint (race, color, or national origin);
 - How, why, when, and where you believe you were excluded from participation in, were denied the benefits of, or were subjected to discrimination. If the alleged incident occurred on the bus, give date, time of day, and bus number if available;
 - Include the location, names, and contact information of any witnesses;
 - Indicate whether you have filed the complainant with Federal Transit Administration; and
 - You must sign your letter of complaint.

If you, as the complainant, are unable to read and/or write a complaint, the Title VI Coordinator will assist you with the complaint. Augusta, Georgia is committed to providing open access to its services to persons with limited ability to speak or understand English; if requested by complainant, the Title VI Coordinator will provide language translation services.

4. The complaint shall be sent to any of the following address:

Office of the Administrator

535 Telfair Street, Suite 910, Augusta, GA 30901

Augusta Transit Department

2844 Regency Blvd, Augusta, GA 30904

Augusta Planning and Development Department

535 Telfair Street, Suite 300, Augusta, GA 30901

5. All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential. The Title VI Coordinator will review every complaint, and when necessary, begin the investigation process. At a minimum the investigating will:
 - Identify and review all relevant documents, practices and procedures;
 - Identify and interview persons with knowledge of the alleged discrimination, that is, the person making the complaint; witnesses or anyone identified by the Complainant; anyone who may have been subject to similar activity, or anyone with relevant information.
6. Upon completion of the investigation, the Title VI Coordinator will complete a final report for Augusta, Georgia. The investigation process and final report should take no longer than ninety (90) days after

receipt of the complaint. If a Title VI violation is found to exist, remedial steps as appropriate and necessary will be taken immediately. The Complainant will also receive a copy of the final report together with any remedial steps.

If no violation is found and the complainant wishes to appeal the decision, he or she may contact the Federal Transit Administration, 230 Peachtree Street NW, Suite 800, Atlanta, GA 30303 Attention: Regional Civil Rights Officer, or by calling (404) 865-5628, or web site http://www.fta.dot.gov/civilrights/title6/civil_rights_5104.html

Complainants may also file their initial Title VI complaint directly to the Federal Transit Administration no later than 180 days after the date of the alleged discrimination.

APPENDIX F: TITLE VI COMPLAINT FORM AUGUSTA, GEORGIA

File # _____

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Title VI guarantees fair treatment for all people and provides for AT, to identify and address, as appropriate, disproportionately high and adverse effects of its programs, policies, and activities on minority and low-income populations, such as undertaking reasonable steps to ensure that Limited English Proficient (LEP) persons have meaningful access to the programs, services, and information AT provides.

AT works to ensure nondiscriminatory transportation in support of our mission to provide quality, dependable, safe, accessible, and affordable transit service, to enhance the social and economic quality of life for all Augusta-Richmond County citizens. AT’s Title VI Coordinator is responsible for the Civil Rights Compliance and Monitoring to ensure the non-discriminatory provision of transit services and programs.

Complainant Name _____

Mailing Address _____

Telephone Numbers _____

(Home)

(Work)

Email Address _____

List type of discrimination (please check all that apply):

Race () Color () National Origin ()

Other _____

Please indicate your race/color, if it is a basis of your complaint _____

Please describe your national origin, if it is a basis of your complaint _____

Location where incident occurred _____

Time and date of incident _____

Name/Position title of the person who allegedly subjected you to Title VI discrimination:

Briefly describe the incident (use a separate sheet, if necessary): _____

Did anyone else witness the incident? Yes () No ()

List witnesses (Use a separate sheet, if necessary)

Name _____

Address _____

Telephone Number _____

Name _____

Address _____

Telephone Number _____

Have you filed a complaint about the alleged discrimination with the Federal Transit Administration?

Yes () No () If yes, when? _____

Signature _____

Date _____

Appendix G: AUGUSTA TRANSIT'S FARE/SERVICE CHANGE POLICY AND PROCEDURES

The policy of Augusta Transit is to evaluate transit fares and routes every three years or when needed. In the event there is a need for a change in fares, elimination or reduction of services and that change affects at least 20% of the ridership, Augusta Transit will schedule a public hearing. The purpose of the public hearing will be to solicit comments from transit riders and the public regarding the proposed changes.

Augusta Transit's procedures for informing the public are as follows:

1. Notices of Public Hearings will be published in local newspapers: The Augusta Chronicle, Metro Courier, and El-Augustino. Notices will also be given to all media outlets for maximum coverage.
2. Notices of Public Hearings will be posted in all transit vehicles and at the Downtown Transfer Facility.
3. Conduct the public meeting.
4. Review and consider comments made at the public hearing.
5. Submit recommendations for fare/service changes to the Public Services Committee for approval.
6. Submit the recommendations by the Public Services Committee to the Full Commission for final approval.
7. Upon receiving approval from the Full Commission, fare/service changes will be implemented within 30 days after the date of approval

APPENDIX H: Augusta Transit Demographics Charts

Title VI PLAN

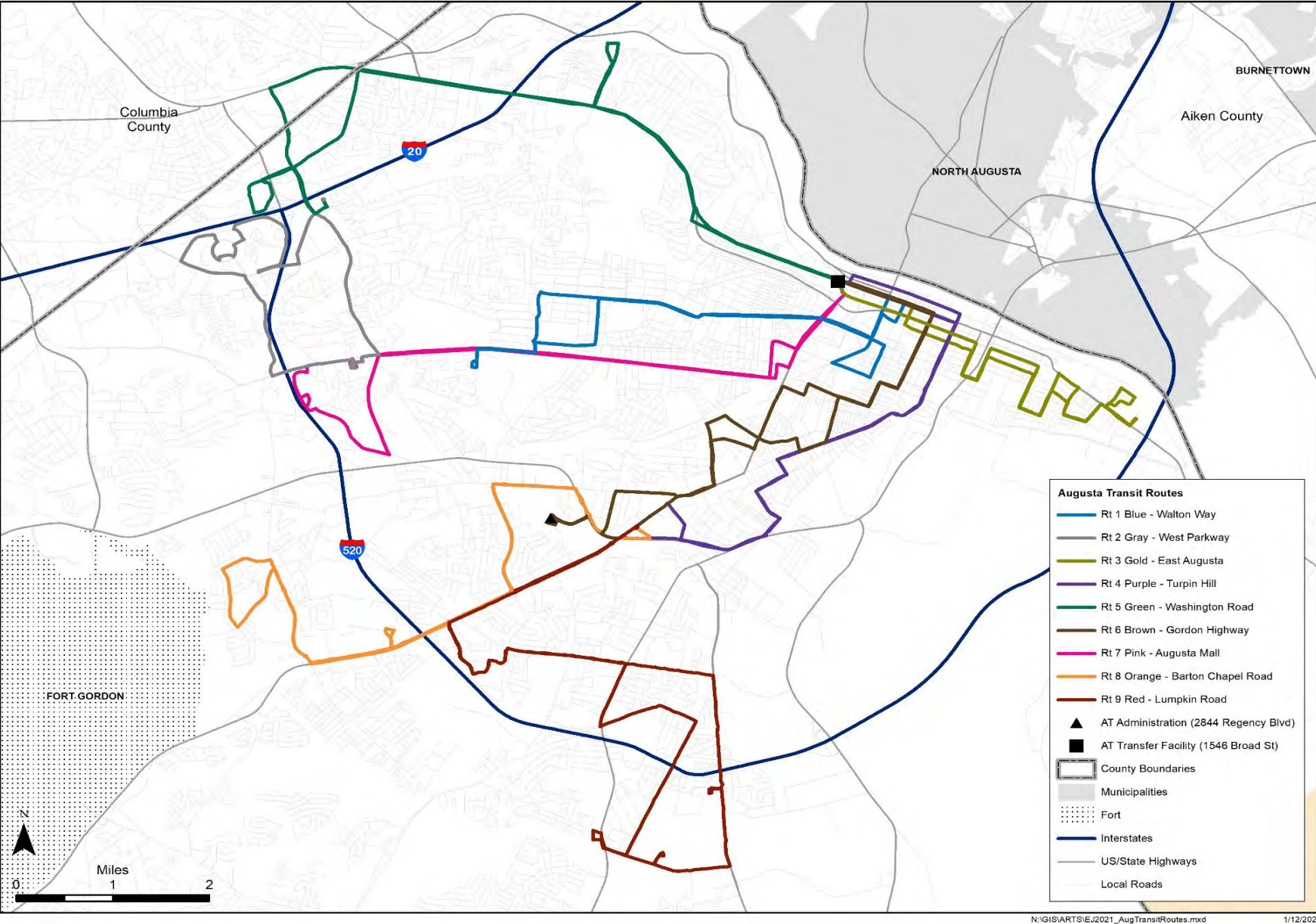
APDD – Internal Use Only

Title VI PLAN

Augusta Transit Service Area: Population/ Race Distribution Chart																	
2020 Census	Total Population	Black Pop.		Hispanic Pop.		Native American Pop.		Asian Pop.		Native Hawaiian and Other Pacific Islander Pop.		Other Race Pop.		Two or More Races Pop.		Total Minority Pop.	
Tract	#	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
1	3754	1239	33.00%	146	3.89%	14	0.37%	48	1.28%	8	0.21%	64	1.70%	182	4.85%	1555	41.42%
2	2679	1514	56.51%	85	3.17%	16	0.60%	19	0.71%	4	0.15%	23	0.86%	159	5.94%	1735	64.76%
3	1105	660	59.73%	24	2.17%	7	0.63%	1	0.09%	0	0.00%	17	1.54%	91	8.24%	776	70.23%
6	2254	1451	64.37%	66	2.93%	2	0.09%	13	0.58%	0	0.00%	27	1.20%	87	3.86%	1580	70.10%
7	1155	942	81.56%	19	1.65%	2	0.17%	17	1.47%	2	0.17%	7	0.61%	37	3.20%	1007	87.19%
10	2681	1168	43.57%	156	5.82%	4	0.15%	82	3.06%	0	0.00%	55	2.05%	149	5.56%	1458	54.38%
11	1725	78	4.52%	51	2.96%	5	0.29%	45	2.61%	4	0.23%	12	0.70%	59	3.42%	203	11.77%
12	4501	2188	48.61%	173	3.84%	15	0.33%	48	1.07%	4	0.09%	41	0.91%	245	5.44%	2541	56.45%
13	1261	734	58.21%	32	2.54%	1	0.08%	16	1.27%	0	0.00%	18	1.43%	51	4.04%	820	65.03%
14	1194	1037	86.85%	22	1.84%	0	0.00%	23	1.93%	2	0.17%	14	1.17%	42	3.52%	1118	93.63%
16.02	4022	991	24.64%	106	2.64%	7	0.17%	65	1.62%	2	0.05%	45	1.12%	177	4.40%	1287	32.00%
16.03	1504	894	59.44%	82	5.45%	6	0.40%	24	1.60%	6	0.40%	28	1.86%	87	5.78%	1045	69.48%
16.04	3431	2655	77.38%	189	5.51%	14	0.41%	77	2.24%	6	0.17%	72	2.10%	177	5.16%	3001	87.47%
101.01	2969	353	11.89%	121	4.08%	11	0.37%	107	3.60%	8	0.27%	45	1.52%	197	6.64%	721	24.28%
101.04	4512	1922	42.60%	252	5.59%	12	0.27%	242	5.36%	6	0.13%	103	2.28%	279	6.18%	2564	56.83%
101.05	4916	983	20.00%	271	5.51%	14	0.28%	153	3.11%	8	0.16%	93	1.89%	382	7.77%	1633	33.22%
101.07	2496	991	39.70%	103	4.13%	7	0.28%	112	4.49%	0	0.00%	31	1.24%	151	6.05%	1292	51.76%
101.08	2327	1452	62.40%	175	7.52%	6	0.26%	69	2.97%	8	0.34%	72	3.09%	117	5.03%	1724	74.09%
101.09	3464	1002	28.93%	199	5.74%	4	0.12%	144	4.16%	11	0.32%	78	2.25%	234	6.76%	1473	42.52%
102.01	5372	880	16.38%	197	3.67%	6	0.11%	142	2.64%	10	0.19%	57	1.06%	343	6.38%	1438	26.77%

Augusta Transit Service Area: Population/ Race Distribution Chart																	
2020 Census	Total Population	Black Pop.		Hispanic Pop.		Native American Pop.		Asian Pop.		Native Hawaiian and Other Pacific Islander Pop.		Other Race Pop.		Two or More Races Pop.		Total Minority Pop.	
Tract	#	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
102.03	4375	2404	54.95%	330	7.54%	23	0.53%	122	2.79%	51	1.17%	131	2.99%	314	7.18%	3045	69.60%
102.05	2192	1023	46.67%	154	7.03%	6	0.27%	98	4.47%	3	0.14%	75	3.42%	137	6.25%	1342	61.22%
102.06	4940	2067	41.84%	251	5.08%	12	0.24%	207	4.19%	7	0.14%	90	1.82%	334	6.76%	2717	55.00%
102.07	5782	3490	60.36%	369	6.38%	17	0.29%	82	1.42%	2	0.03%	122	2.11%	362	6.26%	4075	70.48%
102.08	6392	4304	67.33%	353	5.52%	30	0.47%	294	4.60%	12	0.19%	150	2.35%	427	6.68%	5217	81.62%
103	4768	3730	78.23%	204	4.28%	6	0.13%	28	0.59%	3	0.06%	115	2.41%	167	3.50%	4049	84.92%
104	3555	2954	83.09%	113	3.18%	15	0.42%	7	0.20%	1	0.03%	69	1.94%	116	3.26%	3162	88.95%
105.06	4485	2984	66.53%	165	3.68%	18	0.40%	18	0.40%	2	0.04%	79	1.76%	163	3.63%	3264	72.78%
105.07	5765	4174	72.40%	342	5.93%	20	0.35%	52	0.90%	10	0.17%	167	2.90%	299	5.19%	4722	81.91%
105.08	3514	2262	64.37%	182	5.18%	5	0.14%	33	0.94%	2	0.06%	101	2.87%	202	5.75%	2605	74.13%
105.09	4261	2583	60.62%	152	3.57%	17	0.40%	40	0.94%	9	0.21%	56	1.31%	205	4.81%	2910	68.29%
105.1	4976	2774	55.75%	179	3.60%	7	0.14%	46	0.92%	0	0.00%	89	1.79%	185	3.72%	3101	62.32%
105.11	3490	2387	68.40%	136	3.90%	6	0.17%	9	0.26%	0	0.00%	58	1.66%	157	4.50%	2617	74.99%
105.12	4743	3843	81.02%	290	6.11%	15	0.32%	44	0.93%	2	0.04%	144	3.04%	235	4.95%	4283	90.30%
105.13	3272	2609	79.74%	93	2.84%	3	0.09%	27	0.83%	7	0.21%	41	1.25%	159	4.86%	2846	86.98%
105.14	3733	3140	84.11%	187	5.01%	10	0.27%	29	0.78%	3	0.08%	75	2.01%	171	4.58%	3428	91.83%
105.15	3625	2174	59.97%	481	13.27%	21	0.58%	34	0.94%	3	0.08%	305	8.41%	249	6.87%	2786	76.86%
106.01	2431	2169	89.22%	51	2.10%	2	0.08%	16	0.66%	0	0.00%	15	0.62%	66	2.71%	2268	93.29%
106.02	2451	2327	94.94%	25	1.02%	1	0.04%	6	0.24%	3	0.12%	12	0.49%	66	2.69%	2415	98.53%
107.06	6045	3230	53.43%	349	5.77%	37	0.61%	53	0.88%	6	0.10%	173	2.86%	357	5.91%	3856	63.79%
107.07	2914	2428	83.32%	97	3.33%	28	0.96%	25	0.86%	2	0.07%	26	0.89%	130	4.46%	2639	90.56%
107.08	5584	4319	77.35%	263	4.71%	26	0.47%	64	1.15%	12	0.21%	117	2.10%	294	5.27%	4832	86.53%
107.09	4929	4255	86.33%	237	4.81%	7	0.14%	45	0.91%	12	0.24%	97	1.97%	202	4.10%	4618	93.69%
107.1	5743	3476	60.53%	393	6.84%	42	0.73%	89	1.55%	36	0.63%	185	3.22%	321	5.59%	4149	72.24%
107.11	3496	2321	66.39%	172	4.92%	13	0.37%	50	1.43%	21	0.60%	64	1.83%	194	5.55%	2663	76.17%
107.13	5476	4540	82.91%	217	3.96%	20	0.37%	117	2.14%	19	0.35%	60	1.10%	226	4.13%	4982	90.98%

Augusta Transit Service Area: Population/ Race Distribution Chart																	
2020 Census	Total Population	Black Pop.		Hispanic Pop.		Native American Pop.		Asian Pop.		Native Hawaiian and Other Pacific Islander Pop.		Other Race Pop.		Two or More Races Pop.		Total Minority Pop.	
Tract	#	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
107.14	3425	2865	83.65%	147	4.29%	14	0.41%	43	1.26%	11	0.32%	51	1.49%	189	5.52%	3173	92.64%
108.01	2189	462	21.11%	405	18.50%	10	0.46%	68	3.11%	24	1.10%	91	4.16%	415	18.96%	1070	48.88%
108.02	6177	398	6.44%	1721	27.86%	1	0.02%	446	7.22%	7	0.11%	702	11.36%	595	9.63%	2149	34.79%
109.03	5019	1546	30.80%	230	4.58%	33	0.66%	22	0.44%	11	0.22%	68	1.35%	319	6.36%	1999	39.83%
109.04	3639	1655	45.48%	137	3.76%	12	0.33%	44	1.21%	7	0.19%	72	1.98%	239	6.57%	2029	55.76%
109.05	4841	1019	21.05%	206	4.26%	25	0.52%	15	0.31%	12	0.25%	77	1.59%	326	6.73%	1474	30.45%
109.07	2104	659	31.32%	87	4.13%	6	0.29%	23	1.09%	12	0.57%	43	2.04%	135	6.42%	878	41.73%
109.08	4559	1602	35.14%	158	3.47%	15	0.33%	53	1.16%	10	0.22%	52	1.14%	264	5.79%	1996	43.78%
110	1946	945	48.56%	44	2.26%	11	0.57%	68	3.49%	5	0.26%	21	1.08%	76	3.91%	1126	57.86%
111	2449	1949	79.58%	60	2.45%	3	0.12%	111	4.53%	0	0.00%	27	1.10%	64	2.61%	2154	87.95%
Source: US Census Bureau, 2020 Decennial Census																	



A. PURPOSE

PLANEAR SU VIAJE ES SIMPLE...

1. Empezar por encontrar su destino en el mapa al reverso.
2. Encuentre el punto de partida donde puede abordar el autobús y vaya a la parada más próxima.
3. Decida cual ruta o rutas debe tomar. Algunos viajes requieren más de un autobús, lo cual quiere decir que usted debe pasarse de un autobús a otro.
4. Si debe pasarse, encuentre el cruce de las dos rutas. Aquí es donde usted se bajará del primer autobús y abordará el segundo.
5. Planee llegar a su parada de autobús de acuerdo a la hora anunciada en la "tarjeta de ruta individual" para su ruta. (Las tarjetas de ruta están disponibles en la Estación de Autobuses o en la Internet)

ABORDANDO EL AUTOBÚS

Encontrando Su Parada de Autobús

Los rótulos de paradas de autobús están colocados por toda la ciudad a lo largo de las rutas. Encuentre la parada de autobús más cercana y espere que el autobús llegue a su parada. Tenemos más de cien paradas de autobús con techo y bancas para su comodidad mientras espera.

Encontrando Su Autobús

Cuando vea venir el autobús, asegúrese que es el autobús correcto, leyendo el número de ruta y destino en el rótulo en la parte delantera del autobús. Si piensa pasarse a otro autobús, pídale al conductor una boleto de transferencia ("transfer slip").

- Párese a plena vista del conductor del autobús y levante su brazo o póngase de pie si está sentado, para que el conductor sepa que usted quiere abordar el autobús.
- Por favor deje que primero se bajen los pasajeros antes de abordar.

Pagando su Tarifa – Cambio Exacto

Dinero efectivo, pases y boletos de transferencia pueden ser utilizados en todos los autobuses. Si usa dinero en efectivo, debe utilizar el pago exacto. Los conductores no llevan cambio.

- Por favor entregue el pago exacto, lábralo para depositarlo en la caja de tarifas.
- Coloque los monedas en la parte superior izquierda y los billetes en la parte superior derecha de la caja.

Pasarse de un Autobús a otro es Fácil

Si usted necesita ir a más de un autobús por día, cuando su boleto pida al conductor un boleto de transferencia. Transferirle cuando aborde el siguiente autobús. El boleto de transferencia cuesta \$0.50 por una regular y \$0.25 para tarifa de descuento. Los billetes de transferencia no pueden ser utilizados para viajar en la dirección opuesta o para hacer su viaje de vuelta.

Bajándose del Autobús

La mayor parte del tiempo los conductores pasarán paradas sin detenerse si nadie está esperando el autobús, o no se que un pasajero le pide detenerse. Avísele al conductor tirando del cordón o barra sobre la ventana. Por favor avise con suficiente tiempo para que el autobús se detenga suavemente.

PASES Y TARIFAS

Los pases permiten viajes ilimitados durante un mes o una semana por un bajo precio. Están disponibles en la Estación de Autobuses en la calle Broad.

Tarifas	Tarifas de Descuento*	
Tarifa Regular	\$ 1.25	\$ 0.60
Tarifa de transferencia	\$ 0.50	\$ 0.25

Pases

Pase Semanal (ilimitado)	\$ 15.00	\$ 7.50
Pase Mensual (ilimitado)	\$ 50.00	\$ 25.00

Las Tarifas de Descuento* son para personas mayores de 65 años, incapacitados con tarjeta de Medicare, con identificación de APT o APD y para estudiantes. Debe presentar la identificación necesaria para recibir la tarifa de descuento. Tarifa de Estudiante – los descuentos están disponibles entre 6:00 AM y 5:00 PM, Lunes a Viernes, durante el año escolar.

Estudiantes de Universidad viajan gratis

Los estudiantes de universidades locales viajan gratis en el autobús con la identificación adecuada del semestre o cuatrimestre actual de las siguientes universidades:

- Augusta State University
- Paine College
- Augusta Technical College

TIPS PARA SU VIAJE

Asientos de Cortesía

Los asientos delanteros están reservados para pasajeros de edad avanzada y para personas con discapacidades.

Accesibilidad de Sillas de Ruedas

Todos los autobuses del APT (Transporte Público de Augusta) tienen rampas para el acceso fácil de pasajeros en sillas de ruedas o que tienen dificultad subiendo escaleras.

No se permiten Animales, Fumar o Comida

Visite nuestra página de Internet:
http://www.augusta.gov/departments/public_transportation.asp

Downtown Augusta

The map shows the downtown area of Augusta, Georgia, with the Savannah River to the north. Key streets include Broad St, Jones St, Broad St, 14th St, 15th St, 16th St, 17th St, 18th St, 19th St, 20th St, 21st St, 22nd St, 23rd St, 24th St, 25th St, 26th St, 27th St, 28th St, 29th St, 30th St, 31st St, 32nd St, 33rd St, 34th St, 35th St, 36th St, 37th St, 38th St, 39th St, 40th St, 41st St, 42nd St, 43rd St, 44th St, 45th St, 46th St, 47th St, 48th St, 49th St, 50th St, 51st St, 52nd St, 53rd St, 54th St, 55th St, 56th St, 57th St, 58th St, 59th St, 60th St, 61st St, 62nd St, 63rd St, 64th St, 65th St, 66th St, 67th St, 68th St, 69th St, 70th St, 71st St, 72nd St, 73rd St, 74th St, 75th St, 76th St, 77th St, 78th St, 79th St, 80th St, 81st St, 82nd St, 83rd St, 84th St, 85th St, 86th St, 87th St, 88th St, 89th St, 90th St, 91st St, 92nd St, 93rd St, 94th St, 95th St, 96th St, 97th St, 98th St, 99th St, 100th St. Landmarks include the Augusta Canal, John C. Calhoun, Select Specialty, Charlie Norwood VA Downtown, GHSU, Hotel, Harper St, Children's Hospital, St Sebastian, Wal, and the Augusta Canal Interpretive at Enterprise Visitors Info.

The Augusta Regional Transportation Study (ARTS) Participation Plan is designed to ensure timely and meaningful participation into the metropolitan transportation planning process. The Participation Plan outlines the process to involve all interested parties in the regional transportation planning process and the development and amendment of major transportation studies undertaken as part of ARTS. The overall objective is to provide a process that is proactive, provides complete information, timely public notice, full public access to key decisions, and opportunities for early and continuing involvement. The Participation Plan replaces the ARTS Public Involvement Policy adopted on October 22, 1998. The update is in response to changes to the metropolitan transportation planning process. This Plan fulfills requirements outlined in the Final Rule for Statewide and Metropolitan Transportation Planning as published in the Federal Register on February 14, 2007, by the Federal Highway Administration and Federal Transit Administration. The rules were effective on March 16, 2007. The regulations are a result of the passage of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (Pub. L. 109-59, August 10, 2005).

B. INTRODUCTION

The Augusta Regional Transportation Study (ARTS) is the transportation planning process established for the Augusta GA – Aiken SC urbanized area. The Federal-Aid Highway Act of 1962 established the requirement for transportation planning in urban areas throughout the country. The Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), the Transportation Equity Act for the 21st Century, adopted in 1998, and SAFETEA-LU, enacted on August 10, 2005, are the most recent laws extending the federal requirement for transportation planning.

In keeping with the original federal mandate, the ARTS planning process is cooperative, continuous, and comprehensive. The ARTS planning process is cooperative because it brings together local elected officials, state and federal transportation personnel, citizens, and other interested parties to plan and program transportation projects. ARTS participants continuously evaluate transportation needs and plan for long-term improvements. The ARTS process is comprehensive because it considers all modes of transportation, including cars, trucks, buses, airplanes, railroads, bicycles, and pedestrians.

The ARTS area includes the urbanized part of the Augusta region, as defined by the U. S. Bureau of Census, plus the area expected to become urbanized over the next twenty years. The study area now encompasses an area that includes all of Richmond County, Georgia, part of Columbia County, Georgia, the Fort Gordon Military Reservation, part of Aiken County, South Carolina, and part of Edgefield County, South Carolina. Incorporated places within the study area include the Georgia cities of Augusta, Hephzibah, Blythe and Grovetown, and the South Carolina cities of Aiken, North Augusta, and Burnetown.

ARTS Committees

The ARTS planning process is guided by four committees: the Policy Committee (PC), the South Carolina Policy Subcommittee, the Technical Coordinating Committee (TCC), and the Citizens Advisory Committee (CAC). The Policy Committee meets quarterly and is responsible for prioritizing projects and making final decisions on ARTS planning and programming issues. The committee is comprised of local elected officials, representatives of the Georgia and South Carolina Departments of Transportation, representatives of the Federal Highway Administration and Federal Transit Administration, the ARTS Project Director, and the

Chairman of the CAC. The South Carolina Policy Subcommittee serves in an advisory capacity to the Policy Committee, and is responsible for insuring that the South Carolina portion of ARTS is kept up-to-date. The South Carolina Subcommittee is comprised of local elected officials (voting members), and federal, state and local appointed personnel (nonvoting members) representing the South Carolina part of the study area.

The Technical Coordinating Committee (TCC) meets 6 times each year, normally in conjunction with the Citizens Advisory Committee, and is responsible for completing all technical work related to the ARTS planning process. The TCC maintains all of the required transportation related documentation, and serves in an advisory capacity to both the Policy Committee

and Citizens Advisory Committee. The TCC is comprised of transportation engineers, planners, and managers from federal, state, and local levels.

The Citizens Advisory Committee (CAC) meets 6 times each year, normally in conjunction with the TCC, and is responsible for providing citizen input on all aspects of the ARTS planning process. The CAC is comprised of citizens from throughout the urban area. The role of the CAC is crucial to the success of the ARTS transportation planning process.

ARTS Staff

The Augusta Planning & Development Department (APDD) is the designated Metropolitan Planning Organization (MPO) for the ARTS. The Director of the APDD is the ARTS Project Director and is responsible for overall supervision of staff work on the planning process. In addition to staff of the APDD, employees of the Georgia Department of Transportation (GDOT), the South Carolina Department of Transportation (SCDOT), the Aiken County Planning and Development Department (ACPD), and the Lower Savannah Council of Governments (LSCOG) are involved in ARTS planning activities. The ACPDD staff is responsible for planning activities in the Aiken County part of the study area. The LSCOG is responsible for planning and administrative activities for Aiken County Transit. Planners with GDOT and the SCDOT coordinate state-level aspects of any studies, assist with technical analysis, and play a major role in the development and utilization of the ARTS travel demand model.

C. PARTICIPATION STRATEGY

The ARTS Participation Plan encompasses five (5) components: Consultation, Public Access, Public Outreach and Education, Public Input and Evaluation

i. CONSULTATION

OBJECTIVE: To ensure that major regional transportation documents, including the Participation Plan, are developed in consultation with the general public and other interested parties, and reflect existing and future plans for development of the region. This also involves efforts to identify and include all interested parties in the transportation planning process. The following strategies shall be used to achieve this objective:

Consultation Strategies

1. The MPO shall maintain and update a list of stakeholders, and potential stakeholders, for the purpose of disseminating information about ARTS transportation plans and projects. Special attention shall be given to include members of potentially underserved groups.
2. The MPO has identified and involved groups that are traditionally underserved in the ARTS area in the transportation planning process. The ARTS will create and initiate a method (through census, GIS or other similar means) to identify those communities with high concentrations of minority, low-income, disabled or elderly populations. In addition, the MPO will also identify media that serves these communities and maintain a mailing/contact list to notify these media outlets of all regularly scheduled ARTS committee meetings.
3. The MTP and TIP shall be prepared and / or amended by the MPO in consultation, as appropriate, with agencies and officials responsible for other planning activities in the study area. This consultation shall include, as appropriate, contacts with State, local, Indian Tribe and private agencies responsible for planned growth, economic development, environmental protection, airport operations, freight movements, land use management, natural resources, conservation and historic preservation.

During the development of the ARTS MTP and TIP the MPO will compare available plans, maps and inventories from state and local resource agencies to determine which resource will be directly or indirectly affected by the plan or program. The consultation process will include the following steps:

- An initial identification of the resources and responsible agencies likely to be affected by the plan or program
- A review of available information (plans, maps and inventories) derived from agency websites

- Consult with the responsible agency or agencies regarding the potential impact of the plan or project.
 - Document action taken in the consultation process, including acknowledging the receipt of comments and suggestions from resource agencies, for inclusion in the ARTS MTP and TIP.
4. The MTP and TIP shall be prepared by the MPO with due consideration of governmental agencies and nonprofit organizations (including representatives of the agencies and organizations) that receive federal assistance from a source other than the U.S. Department of Transportation.
 5. The procedures for processing administrative modifications and amendments to the MTP and TIP shall be the same as those published by the Georgia Department of Transportation in December 2009 and included as Appendix G (as amended on March 4, 2010).

ii. PUBLIC ACCESS

OBJECTIVE: To ensure that the general public and other interested parties have timely and convenient access to agendas, meetings, documents and other information related to the regional transportation planning process. The following strategies shall be used to achieve this objective:

Public Access Strategies

1. All ARTS plans and documents shall be made available for the public to review at the ARTS office. Copies and summaries of draft documents also will be available for public review in planning offices and other locations in Richmond, Aiken and Columbia Counties (see Appendix for locations). Single copies of the current ARTS plans and documents shall be provided free of charge upon request. Copies of the Transportation Improvement Program (TIP) and Metropolitan Transportation Plan shall be distributed to all other participating agencies.
2. Updates to and amendments of the MTP and TIP will be available for a 30-day public review and comment period. A 15-day public review and comment period is allowed in the event of special circumstances. Special circumstances are limited to instances in which time constraints would cause the MPO to miss a deadline for approval of a project or projects (As amended on February 8, 2010).
3. The development of the ARTS Participation Plan, and any future amendments to the plan, will be subject to a 45-day public review and comment period
4. The MPO shall provide reasonable access to technical and policy information used in the development of the MTP and TIP.
5. The MPO shall provide, upon request and 48-hour notice, assistance to those with special needs, at ARTS meetings.
6. Public meetings will be held at convenient and accessible locations and times. All meetings, public hearings and formal events of the ARTS shall be held in facilities that are accessible by persons with disabilities. Generally speaking, meetings will be held at public facilities (see Appendix for locations), on weekday evenings and at locations that are handicapped accessible and served by public transit.

iii. PUBLIC OUTREACH AND EDUCATION

OBJECTIVE: To use effective tools and techniques to provide information about the regional transportation plans and issues to the general public and other stakeholders. The desired outcome is that the public provides meaningful input on a transportation plan or issue based upon accurate and complete information and the potential impact of alternative actions. The following strategies shall be used to achieve this objective:

Public Outreach and Education Strategies

1. All ARTS meeting agendas will be distributed at least seven (7) days in advance to all committee members, area media outlets and other interested parties. Agendas and minutes of meetings will be posted on the ARTS web site.

2. All public meeting notices and notices or public review and comment periods will be published at least (7) days in advance of the meeting date or the start of the review and comment period. The notices also will be posted on the ARTS web site.
3. The MPO will provide the media with information pertaining to the adoption, revision or amendment of all MPO plans at least seven (7) days prior to the date of the final action.
4. Use the following tools and techniques to inform the media, general public and other interested parties about transportation plans, programs and activities:
 - a. Press Releases – Used to announce upcoming meetings and activities and to provide information on specific issues related to transportation planning.
 - b. Print Display Ads – Used to advertise public meetings and review and comment periods for transportation plans and projects. Display ads are published in area newspapers and distributed at public facilities throughout the ARTS area.
 - c. Fact Sheets and Brochures– Used to provide general information about ARTS plans and programs, such as the MTP, TIP and Unified Planning Work Program. Fact sheets available in print and electronic format. Brochures will be used to provide summary information about ARTS and its transportation planning activities.
 - d. Direct Mailings – Used to advertise public meetings and review and comment periods for transportation plans and projects, or to provide information to a targeted area.
 - e. ARTS Newsletter – A quarterly publication used to provide information on transportation issues, projects, documents, contacts and resources.
 - f. ARTS Website – Used to display general information about ARTS, copies of major ARTS transportation documents, committee meeting schedules, agendas and minutes, project updates and the ARTS Newsletter. The website is also used to advertise public meetings and review and comment periods for transportation plans and projects.
 - g. Speaking Engagements – The MPO shall make staff available to speak to civic groups, neighborhood associations and other interested parties about ARTS transportation planning and projects.

iv. **PUBLIC INPUT**

OBJECTIVE: To obtain meaningful and diverse input from the general public and other interested parties on regional transportation needs, plans, programs and activities. Inherent in this objective is the MPO's responsibility to provide timely response to public input, to document the input, and to recommend changes / amendments to plans based on public comments and suggestions.

Public Input Strategies

1. Identify Interested Parties – An interested party or stakeholder is defined as any person or group that is affected by a transportation plan, program or project, including those who may not be aware that they are affected. Stakeholders may include the general public; environmental; health, neighborhood, citizen and civic organizations; traditionally underserved communities such as people with disabilities, low income, and racial/ethnic minorities, as well as affected public agencies.
2. Citizens Advisory Committee – The ARTS Citizens Advisory Committee will continue to be a source of ongoing input on behalf of the general public. Efforts will be made to ensure that the committee membership reflects the diverse needs and interests of the region.
3. ARTS Committee Meetings – The ARTS committee meetings will be a regularly-scheduled forum for the discussion of, and updates on regional transportation needs, plans, programs and activities.
4. ARTS Public Meetings – ARTS public meetings will be held in conjunction with the update of the MTP and the TIP, and the development of any special studies related to regional transportation issues.
5. Comment Cards – Comment cards will be distributed at public meetings to obtain feedback on regional transportation needs, plans, programs and activities.

6. Project Steering Committees – Ad-hoc committees will be used as needed to coordinate and participate in the completion of special regional transportation studies. Committee members will participate in facilitated meetings / workshops, complete surveys and provide input during all phases of the study (e.g. needs assessment, background research, setting goals, objectives and strategies, identifying projects). Project steering committees have been used effectively on past special studies.
7. Surveys – Surveys will be used to obtain information from the general public and other stakeholders.
8. Visualization Techniques – The MPO will use GIS maps, sketches, drawings and similar tools at public meetings to both convey information and elicit public input about transportation plans and projects.
9. Project Web Pages – Project web pages will be used in conjunction with special studies to provide information and elicit input on the planning process, project schedule and project updates. Project web pages may include surveys and comment cards.

v. EVALUATION OF PARTICIPATION PLAN


OBJECTIVE: To continually evaluate the effectiveness of the strategies, tools and techniques used as part of the Participation Plan. The desired outcomes include increased public involvement in, and awareness of, the regional transportation planning process, and the use of tool and techniques that generate increased public input in regional transportation plans and programs.

Evaluation Strategies – The MPO will use the following mix of quantitative and qualitative criteria to evaluate the effectiveness of public participation tools and techniques used in the regional transportation planning process. The table included as Appendix F summarizes how these criteria apply to the various public participation tools and techniques used by ARTS.

1. Number of phone calls, letters and e-mails received inquiring about specific projects and scheduled public meetings, or requesting more information about the regional transportation planning process.
2. Number of people attending public meetings on the MTP, TIP or an ARTS special study project.
3. Number of issues / concerns expressed by the Citizens Advisory Committee and the response to, or change resulting from, the issue or concern.
4. Number of newspaper articles / television interviews generated by press releases and other notices to the media.
5. Number or percent of public meeting attendees indicating how they became aware of the meeting (e.g. direct mail, newspaper display ad, television, website, word-of-mouth).
6. Number of “hits” on the ARTS website per month, or number of “hits” on a project specific web page.
7. Number and type of public comments received regarding the MTP, TIP and special studies projects.
8. Number and type of plan / project changes resulting from public comments.

D. ADOPTION AND AMENDMENT OF PARTICIPATION PLAN

1. The ARTS Participation Plan shall be adopted by the ARTS Policy Committee only after consultation with interested parties, a 45-day public review and comment period, and the consideration of any comments received from the general public and other interested parties.
2. Amendments to the ARTS Participation Plan shall be adopted by the ARTS Policy Committee only after consultation with interested parties, a 45-day public review and comment period, and the consideration of any comments received from the general public and other interested parties.
3. Appendices to the Participation Plan include supplemental information, such as comments received about the Participation Plan and a list of locations where ARTS plans are available for public review. Updates to the appendices are not subject to the consultation and public review and comment requirements. Revisions to appendices will be distributed to all ARTS committees, applicable federal, state and local agencies and other interested parties.
4. The ARTS Participation Plan, and any amendments or updates to the plan, will be made available at public facilities throughout the study area, and will also be posted on the ARTS Web site.



PUBLIC MEETING NOTICE INVITATION TO COMMENT ON REGIONAL TRANSPORTATION PROJECTS

공개 회의 공지 댓글 초대 지역 교통 프로젝트

The public is invited to review and comment on the Georgia FY 2024-2027 and South Carolina FY 2021-2027 Transportation Improvement Program (TIP) for the Augusta Regional Transportation Study (ARTS). ARTS includes the urbanized portions of Richmond and Columbia Counties in Georgia, and Alcon and Edgefield Counties in South Carolina. The TIP features federally-funded transportation projects that are scheduled to be implemented in the ARTS planning area over the next four years in Georgia and South Carolina. The projects focus on improvements to roads, bridges, public transit, and bicycle and pedestrian facilities. A series of public meetings is scheduled for the following dates, times, and locations:

오거스타 지역 교통 연구(ARTS)를 위한 조지아 FY 2024-2027 및 사우스 캐롤라이나 FY 2021-2027 교통 개선 프로그램(TIP)을 검토하고 의견을 제시할 대중을 초대합니다. ARTS에는 조지아의 리치몬드 및 컬럼비아 카운티와 사우스캐롤라이나의 에지필드 및 에지필드 카운티의 도시화된 부분이 포함됩니다. TIP은 조지아와 사우스캐롤라이나에서 향후 4년 동안 ARTS 계획 영역에서 구현될 예정인 연방 자금 지원 교통 프로젝트를 특징으로 합니다. 이 프로젝트는 도로, 교량, 대중 교통, 자전거 및 보행자 시설 개선에 중점을 둡니다. 일련의 공개 회의가 다음 날짜, 시간 및 장소에 예정되어 있습니다:

DATE/TIME 날짜/시간	LOCATION 장소
Thursday, August 10, 2023, 6:00PM-8:00PM 목요일, 8월 10일 2023년 오후 6시-오후 8시	Public Meeting #1 – Robert Howard Community Center, 103 Diamond Lakes Way, Hephzibah, GA 30815, Multipurpose Room 공개 회의 #1 – 오버트 하워드 커뮤니티 센터, 103 다이몬드호수웨이, 헵지바, 조지아 30815, 다목적실
Tuesday, August 15, 2023, 6:00PM-8:00PM 화요일, 8월 15일 2023년 오후 6시-오후 8시	Public Meeting #2 – Zoom Meeting https://us02web.zoom.us/j/9946694292 공개 회의 #2 – 줌 미팅회의
Tuesday, August 22, 2023, 6:00PM-8:00PM 목요일, 8월 22일 2023년 오후 6시-오후 8시	Public Meeting #2 – Zoom Meeting https://us02web.zoom.us/j/9946694292 공개 회의 #2 – 줌 미팅회의
Thursday, August 24, 2023, 6:00PM-8:00PM 목요일, 8월 24일 2023년 오후 6시-오후 8시	Public Meeting #4 – Columbia County Board of Commissioners, Evans Auditorium A, 630 Ronald Reagan Drive, Evans, GA 30809 공개 회의 #4 – 컬럼비아 카운티 위원회, 에반스 강당 A, 630, 로널드 레이건 드라이브, 에반스, 조지아 30809

The TIP documents can be viewed online at this website:
교통 개선 프로그램 문서는 다음 웹사이트에서 온라인으로 볼 수 있습니다:
<https://www.augustaga.gov/1994/Transportation-Improvement-Program>

Please contact the Augusta Planning and Development Department (APDD) at (706) 821-1796 for more information. Persons with special needs related to handicapped accessibility or foreign language may contact APDD for assistance. For more information on ARTS, please visit www.augustaga.gov/arts or email arts@augustaga.gov. 자세한 내용은 (706) 821-1796 으로 Augusta 계획 및 개발 부서(APDD)에 문의하십시오. 장애인 접근성 또는 외국어와 관련하여 특별한 도움이 필요한 사람은 APDD에 연락하여 도움을 받을 수 있습니다. ARTS에 대한 자세한 내용은 www.augustaga.gov/arts를 방문하거나 arts@augustaga.gov로 이메일을 보내주세요.

Carla Delaney, Director
Augusta Planning and Development Department
535 Telfair Street * Suite 300 * Augusta, GA * 30901
칼라 딜레이니, 감독
오거스타 기획개발부 535 텔페어 스트리트 * 스위트 300 * 오거스타, GA * 30901

This announcement shall serve to fulfill the public review/comment and time requirements for the Federal Transit Administration (FTA) Section 5307 and 5339 Program of Projects funded through the FTA Urbanized Area Formula Grant Program and managed by Augusta Transit and the Lower Savannah Council of Governments. Pursuant to federal requirements, if no public comments are received during the 30-day public review and comment period, then the "Program of Projects" is final.

이 발표는 연방교통국 도시화 지역 공식 프로그램(FTA) 섹션 5307 및 5339 프로그램에 대한 공개 검토/댓글 및 시간 요구 사항을 충족시키기 위해 카츠라 드루잉 협회를 하위기관에서 관리하는 프로젝트의 연방 교통국(FTA) 섹션 5307 및 5339 프로그램에 대한 공개 검토/댓글 및 시간 요구 사항을 충족하는 데 사용됩니다. 연방 요구 사항에 따라 30일의 공개 검토 및 의견 수렴 기간 동안 공개 의견이 접수되지 않으면 "프로그램 프로젝트"가 최종 결정됩니다.

AG-56706844

July 14 in a search of the truck at the Emerson port of entry in southern Manitoba, just north of the border crossing at Pembina, North Dakota, according to a joint statement released Thursday by the Canada Border Services Agency and the Royal Canadian Mounted Police.

Canadian officials said it was the largest narcotics seizure at any Manitoba port of entry in the last five years.

A 31-year-old Winnipeg man was arrested on drug trafficking charges and later released, the statement said.

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Appendix M: Public Meeting Notices in FY 2021

FY 2021 Virtual Public Meeting Notice -English

VIRTUAL PUBLIC MEETING NOTICE INVITATION TO COMMENT ON REGIONAL TRANSPORTATION PROJECTS INVESTMENT PRIORITIES



The public is invited to review and comment from December 21, 2020 to January 14, 2021 on the Georgia FY 2021-2024 and South Carolina FY 2021-2027 Transportation Improvement Program (TIP) for the Augusta Regional Transportation Study (ARTS). The TIP features federally-funded transportation projects scheduled to be implemented in the ARTS planning area over the next four years in Georgia and the next seven years in South Carolina. The projects focus on improvements to roads, bridges, public transit, and bicycle and pedestrian facilities.

A series of VIRTUAL public meetings is scheduled for the following dates and times:

Date	Time
Tuesday, January 12	5:30 – 6:30 pm
Wednesday, January 13	12:00 noon – 1:00 pm
Wednesday, January 13	5:30 – 6:30 pm
Thursday, January 14	12:00 noon – 1:00 pm
Thursday, January 14	5:30 – 6:30 pm

Join Zoom Meeting

Link: <https://us02web.zoom.us/j/9946694292>

Dial in: +1 929 205 6099

Meeting ID: 994 669 4292

The Transportation Improvement Program (TIP) documents can be viewed online at this website:

<https://www.augustaga.gov/1994/Transportation-Improvement-Program>

The TIP projects can be viewed through the interactive map at this website:

<https://augustagis.maps.arcgis.com/apps/webappviewer/index.html?id=1b7c864794654a4c955cd82fc3b1c837>

The public may email comments from December 21, 2020 (beginning period) – January 14, 2021 (ending period) regarding the TIP to arts@augustaga.gov.

Please contact the Augusta Planning & Development Department at (706) 821-1796 for more information about documents for public review and the community meetings. Persons with special needs related to handicapped accessibility or foreign language may contact the Planning and Development Department for assistance.

For more information on ARTS, please visit www.augustaga.gov/arts or email arts@augustaga.gov or 535 Telfair Street, Suite 300, Augusta, GA 30901.

FY 2021 Virtual Public Meeting Notice -Korean

INVESTMENT PRIORITIES

투자 우선 순위



Item 8.

대중교통 2020년 12월 21일부터 2021년 1월 14일까지 조지아 FY 2021-2024 및 사우스 캐롤라이나 FY 2021-2027 교통 개선 프로그램 (ARTS)에 대한 TIP (Transportation Improvement Program)을 검토하고는 할 수 있습니다. ARTS에는 조지아의 Richmond 및 Columbia 카운티와 South Carolina의 Aiken 및 Edgefield 카운티의 도시와 일부 지역이 포함됩니다. 이는 향후 4년 동안 조지아에서, 향후 7년 동안 사우스 캐롤라이나에서 시행될 예정인 임차 차량 전용 교통 프로젝트를 특징으로 합니다. 이 프로젝트는 도로, 교차로, 대중 교통, 자전거 및 보행자 시설 개선에 중점을 둡니다.

일련의 가상 공개 회차가 다음 날짜와 시간으로 예정되어 있습니다.

날짜	시간	Join Zoom Meeting
1월 12일 화요일	오후 5:30 - 6:30	Link: https://us02web.zoom.us/j/9946694292
1월 13일 수요일	12:00 - 오후 1:00	Dial in: +1 929 205 6099
1월 15일 수요일	오후 5:30 - 6:30	Meeting ID: 994 669 4292
1월 14일 목요일	12:00 - 오후 1:00	
1월 14일 목요일	오후 5:30 - 6:30	

Join Zoom Meeting

Link: <https://us02web.zoom.us/j/9946694292>

Dial in: +1 929 205 6099

Meeting ID: 994 669 4292

TIP (Transportation Improvement Program) 문서는 다음 웹 사이트에서 온라인으로 볼 수 있습니다.

<https://www.augustaga.gov/1994/Transportation-Improvement-Program>

웹 프로젝트는 이 웹 사이트의 대화 형 지도를 통해 볼 수 있습니다.

<https://augustagis.maps.arcgis.com/apps/webappviewer/index.html?id=1b7c864794654a4c955cd82fc3b1c837>

대중교통에 관한 2020년 12월 21일 (시작 시간) - 2021년 1월 14일 (종료 시간) 사이에 arts@augustaga.gov로 의견을 이메일로 보낼 수 있습니다.

공개 검토 및 커뮤니티 회의를 위한 문서에 대한 자세한 내용은 Augusta 계획 및 개발 부서 ((706) 821-1796)에 문의하십시오. 장애인 접근성 또는 외국어와 관련하여 특별한 도움이 필요한 사람에 대해 개발 부서에서 도움을 요청할 수 있습니다. ARTS에 대한 자세한 정보는 www.augustaga.gov/arts를 방문하거나 arts@augustaga.gov로 이메일을 보내거나 535 Telfair Street, Suite 300, Augusta, GA 30901을 참조하십시오.

FY 2021 Virtual Public Meeting Notice -Spanish

INVITACIÓN A COMENTARIOS SOBRE LOS PROYECTOS DE TRANSPORTE REGIONAL PRIORIDADES DE INVERSIÓN



El público está invitado a revisar y comentar desde el 21 de Diciembre del 2020 al 14 de Enero del 2021 sobre el Programa de Mejoras al Transporte (TIP) Georgia FY 2021-2024 y South Carolina FY 2021-2027 para el Estudio de Transporte Regional de Augusta (ARTS). El TIP incluye proyectos de transporte financiados federalmente y programados a ser implementados en el área de planificación de ARTS durante los próximos cuatro años en Georgia y los próximos siete años en Carolina del Sur. Los proyectos se enfocan en mejoras a las carreteras, puentes, transporte público e instalaciones peatonales y de ciclismo.

Una serie de reuniones VIRTUALES están programadas durante las próximas horas y fechas:

Fecha	Hora
Martes, 12 de Enero	5:30 - 6:30 pm
Miércoles, 13 de Enero	12:00 mediodía - 1:00 pm
Miércoles, 13 de Enero	5:30 - 6:30 pm
Jueves, 14 de Enero	12:00 mediodía - 1:00 pm
Jueves, 14 de Enero	5:30 - 6:30 pm

Únase a la reunión por medio de Zoom

Enlace: <https://us02web.zoom.us/j/9946694292>

Tel: +1 929 205 6099

Identificación: 994 669 4292

Los documentos del Programa de Mejoras al Transporte (TIP) pueden ser vistos en línea por medio de esta página:

<https://www.augustaga.gov/1994/Transportation-Improvement-Program>

Los proyectos del TIP pueden ser vistos por medio del mapa interactivo en esta página:

<https://augustagis.maps.arcgis.com/apps/webappviewer/index.html?id=1b7c864794654a4c955cd82fc3b1c837>

El público puede enviar sus comentarios sobre el TIP por medio de correo electrónico del 21 de Diciembre (inicio del periodo) al 14 de Enero (fin del periodo) al: arts@augustaga.gov.

Para contactar al Departamento de Planificación y Desarrollo de Augusta al (706) 821-1796 para más información sobre los documentos disponibles para revisión pública o sobre las reuniones de comunidad. Personas con necesidades especiales relacionadas a discapacitaciones o idioma, pueden contactar la Departamento de Planificación y Desarrollo para asistencia.

Para mas información sobre ARTS visite:

www.augustaga.gov/arts o contacte ARTS al correo electrónico: ARTS@augustaga.gov o visítenos a la dirección 535 Telfair Street, Suite 300, Augusta, GA 30901.

Appendix N: Title VI Questionnaires AUGUSTA-RICHMOND COUNTY, GEORGIA Title VI Compliance Questionnaire for Local Agencies

Local Agency: _____

Date: _____

Name/Title: _____

I. Administration

A. Staff Composition and Program Administration

1. Provide breakdown of your administrative staff by race, color, national origin, sex, and their positions.
2. How many federally funded projects have you managed during the last two years? Dollar amount?
3. Have you designated an EEO Officer or Title VI Coordinator? Provide name and time in the position.
4. Do you have a Title VI Policy, Assurances and Plan in place? Provide proof of public dissemination of your Title VI policy.

B. Complaint Procedure

1. Do you have a Title VI complaint procedure for external discrimination complaints? If so, please provide a copy. To what extent is the community aware of it?
2. Have you received any Title VI related complaints during the past two years? If so, how many? What were the outcomes? Where there any Title VI complaint lodged by beneficiaries or participants? If so, explain the issues involved.
3. Do you have a Title VI Notice to Public? If so, please provide copy.

C. Training

1. Has your staff received any training (formal or informal) regarding Title VI?

2. Are you considering scheduling Title VI training sometime soon? If so, when and who will present it?

II. Planning Activities

A. Public Involvement

1. Are minority members of the community invited to participate in public hearings? How do you go about doing that?
2. Were accessible location, adequate time, and translation services considered or provided during the coordination of hearings?
3. Is the Hearing Coordinator keeping records in attendance? Is the information broken down by race, color, national origin, and sex (by visual identification)?
4. Have planning manuals, directives, guidelines, and policies been reviewed for Title VI compliance purposes?

III. Consultant Contracts Activities

1. Are Title VI assurances and provisions included on consultant contracts?
2. Are DBE goals being included and met for consultant contracts? If not, what provisions have been taken to meet them?
3. Have directives, operational procedures, guidelines, and policies been reviewed for Title VI compliance purposes?

IV. Design/Environmental Activities

1. Are minority members of the community invited to participate in public hearings? How do you go about doing that?
2. Are accessibility of locations, adequate time, and translation services considered during the coordination of hearings? Was any other effort made to promote maximum attendance by those affected by the project, including member of minority communities?
3. Is the Hearing Coordinator keeping records in attendance? Is the information broken down by race, color, national origin, sex, (by visual identification)?
4. Have location and design manuals, directives, operational procedures, guidelines, and policies been reviewed for Title VI compliance purposes?

5. Is statistical data being collected on race, color, national origin, and sex on communities affected by a construction project?

V. Right of Way Activities

1. Are DBE goals for real estate appraisers being met? If not, what provisions have been taken to help reach these goals?
2. Is Title VI language being incorporated in all acquisition, negotiation, property management communications, and contracts?
3. Are Title VI language and assurance statements being included in all surveys for property owners and tenants after the conclusion of all business?
4. Are all values and communications associated with appraisals conducted in an equitable fashion?
5. Do deeds, permits, and leases contain Title VI compliance clauses?
6. Is statistical data being gathered on race, color, national origin, and sex for all relocatees?

VI. Construction and Maintenance Activities

1. Are contractor selection procedures been reviewed to determine uniformity in their application to minority and nonminority contractors?
2. Are minority contractors and subcontractors being informed about contracting opportunities with your organization?
3. Are construction rules and regulations being applied in an equitable fashion? Have you received any complaints within the last two years?
4. Are Title VI assurances being included in all contracts, subcontracts, and material supply agreements?

Appendix N: AUGUSTA-RICHMOND COUNTY, GEORGIA Title VI Compliance Questionnaire for Planning Organizations

MPO/RDC: _____

Date: _____

Name/Title: _____

I. Administration

A. Staff Composition and Program Administration

1. Provide breakdown of the administrative staff by position, race, color, gender, and national origin. Include organizational chart.
2. Provide makeup of the planning organization's Board of Directors by race, color, gender or national origin. Identify the voting members.
3. Describe the various programs administered by the planning organization and their funding sources.
4. Does the planning organization have an Affirmative Action Plan with respect to employment?

B. Complaint Procedure

1. Do you have a Title VI complaint procedure? To what extent is the community made aware of it?
2. Have you received any Title VI related complaints during the past two years? How many? Outcome? Any Title VI complaint lodged by beneficiaries or participants? Explain issues involved.
3. Provide copy of your complaint procedure and proof of public dissemination of Title VI policy.

C. Training

1. Has your staff received any training (formal or informal) regarding Title VI of the Civil Rights Act of 1964?
2. Are you considering scheduling Title VI training sometime soon? If so, when and who will present it?

II. Planning Process

A. Public Involvement

1. To what extent citizen participation has been provided in the transportation planning process? Any policy in that regard? Explain.
 2. Citizen Advisory Committees: How are the members selected? For how long? What is their make up in terms of race, color, national origin, sex, and position?
 3. Are organizations representing minorities/disadvantaged individuals made aware of planning processes and offered the opportunity to provide input? How?
 4. How are the needs of the minorities/disadvantaged persons addressed during the planning process?
 5. What statistics are kept on beneficiaries of services or programs by race, religion, color, and sex?
- B. Hearings
1. What statistics are kept on public hearings participation by race, religion, color, national origin, and sex (by visual identification)?
 2. Are minority group concerns addressed in a timely manner? Explain process.
 3. Are public meeting announcements made available in languages other than English, according to the affected minority population(s)?
 4. Are accessible location (geographically and structurally), appropriate time, and translation services being planned/provided during public hearings?
- C. Procurement of Contracts
1. How are the Request for Proposals (RFP) solicited? What are the requirements for submitting RFPs?
 2. What kind of participation do DBE firms have in the RFP process? Are there goals or are goals included? Do you meet them?
 3. Do you keep record of DBE firms during the RFP process? Provide list.
 4. How does the planning organization promote the participation of qualified minority/women consultants?

5. How does the planning organization monitor consultant's adherence with Title VI requirements?
6. Provide the number, dollar value(s), and type of contract(s) used by the planning organization during the last two fiscal years. Identify contractors by race, color, national origin, and sex.
7. How many federally funded projects did you manage during the last fiscal year? Provide dollar amount for each one of them. How much of that money went to consultant contracts? DBEs?

D. Environmental Impact

1. Are minority members of the community invited to participate in public hearings pertaining to environmental issues? Are you keeping statistics on public hearing participation by race, color, national origin, and sex? Please present proof.
2. Do you have procedures for the identification of environmental impacts? How do you approach environmental issues in minority/ disadvantaged communities? Explain.
3. Are those environmental issues discussed with the affected community during public hearings? Have special provisions such as language interpreters been provided during public meetings?
4. Are these efforts documented? If so, please provide documentation.
Could you list the major transportation projects planned or executed during the last two years where social, environmental, economic, or demographic adverse impacts were identified? To what extent did Title VI issues appear as a consequence of a project? Describe.

APPENDIX A

The text below, in its entirety, is in all contracts entered into by AUGUSTA GEORGIA. All of the text except the final section, entitled "Incorporation of Provisions," should be included in any contract entered into by any AUGUSTA GEORGIA contractor.

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

1. *Compliance with Regulations*

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), 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 during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in 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.

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 leases of 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 ground of race, color, sex, or national origin.

4. *Information and Reports*

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Augusta Georgia 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 Augusta Georgia, 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, Augusta Georgia 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 the contract, in whole or in part.

6. *Incorporation of Provisions*

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as Augusta Georgia 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 Augusta Georgia 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.

APPENDIX B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

Granting Clause

NOW, THEREFORE, Augusta Georgia—as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with and in compliance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation; and all requirements imposed by or pursuant to Title 49, Code of Federal

Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d-4)—does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of AUGUSTA GEORGIA in and to said land described in Exhibit A attached hereto and made a part thereof.

Habendum Clause

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree, as a covenant running with the land for itself, its successors and assigns, that (1) no person shall, on the grounds of race, color, sex, disability, national origin, age, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed*, (2) that the state of Georgia shall use the lands, and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in, and become the absolute property of, AUGUSTA GEORGIA and its assigns as such interest existed prior to this instruction.¹

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by AUGUSTA GEORGIA pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which AUGUSTA GEORGIA program or activity is extended, or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of

Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by AUGUSTA GEORGIA pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, and agree as a covenant running with the land, that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49,

Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation— Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

*[Include in deeds subject to a reverter clause]

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the STATE and its assigns.

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.

Agency Name: Augusta Transit



2nd DRAFT REPORT March 2024

Title VI Plan

Date Adopted: March 29, 2024



Title VI Plan Activity Log

Date	Activity (Review/Update/Addendum/ Adoption/Distribution)	Concerned Person (Signature)	Remarks

Title VI Plan Activity Log
(Continued)

Date	Activity (Review/Update/Addendum/ Adoption/Distribution)	Concerned Person (Signature)	Remarks

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APPENDIX A	FTA CIRCULAR 4702.1B REPORTING REQUIREMENTS FOR TRANSIT PROVIDERS
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APPENDIX C	TITLE VI PLAN ADOPTION MEETING MINUTES AND GDOT CONCURRENCE LETTER
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List of Acronyms

Acronym	Definition
ACS	American Community Survey
ADA	The Americans With Disabilities Act
ARTS	Augusta Regional Transportation Study
ARTS	Augusta Regional Transportation Study
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
DBE	Disadvantaged Business Enterprise
DOT	Department of Transportation
DR	Demand Response
FTA	Federal Transit Administration
GDOT	Georgia Department of Transportation
LAP	Language Assistance Plan
LEP	Limited English Proficiency
LOF	Letter of Finding
MB	Motor Bus
MPO	Metropolitan Planning Organization
NEPA	National Environmental Policy Act
PPP	Public Participation Plan
TCAC	Transit Citizens Advisory Committee
TPO	Transportation Planning Organization
USDOT	U.S. Department of Transportation

1.0 Title VI/Nondiscrimination Policy Statement and Management Commitment to Title VI Plan

49 CFR Part 21.7(a): Every application for Federal financial assistance to which this part applies shall contain, or be accompanied by, an assurance that the program will be conducted or the facility operated in compliance with all requirements imposed or pursuant to [49 CFR Part 21].

Augusta Transit assures the Georgia Department of Transportation (GDOT) that no person shall on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, Federal Transit Laws, 49 CFR Part 21 Unlawful Discrimination, Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation (DOT) and as per written guidance under Federal Transit Administration (FTA) Circular 4702.1B, dated October 2012, be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the agency.

Augusta Transit further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the recipient's Chief Executive Officer (CEO) or authorized representative.
2. Issue a policy statement signed by the Executive Director or authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in language other than English.
3. Insert the clauses of Section 4.5 of this plan into every contract subject to the Acts and the Regulations.
4. Develop a complaint process and attempt to resolve complaints of discrimination against Augusta Transit.
5. Participate in training offered on the Title VI and other nondiscrimination requirements.
6. If reviewed by GDOT or any other state or federal regulatory agency, take affirmative actions to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) days.
7. Have a process to collect racial and ethnic data on persons impacted by the agency's programs.
8. Submit the information required by FTA Circular 4702.1B to the GDOT (refer to Appendix A of this plan).

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the agency.

Signature: _____

Printed Name: _____

Executive Director/Signatory Authority, Augusta Transit, Date: Month/Day/Year

2.0 Introduction & Description of Services

Augusta Transit submits this Title VI Plan in compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulations (CFR) Part 21, and the guidelines of FTA Circular 4702.1B, published October 1, 2012.

Augusta Transit is a direct recipient of FTA funds and provides service in Augusta, Georgia aka Richmond County GA. A description of the current Augusta Transit system is included in Appendix B.

Title VI Liaison

The Office of the Administrator of Augusta, Georgia
(Title VI Coordinator) or his or her designated representative
Employed by Augusta-Richmond County
706-821-2400
535 Telfair Street, Suite 910
Augusta, GA 30901

Alternate Title VI Contact

The Office of the Administrator of Augusta, Georgia
(Title VI Coordinator) or his or her designated representative
Employed by Augusta-Richmond County
706-821-2400
535 Telfair Street, Suite 910
Augusta, GA 30901

2.1 First Time Applicant Requirements

FTA Circular 4702.1B, Chapter III, Paragraph 3: Entities applying for FTA funding for the first time shall provide information regarding their Title VI compliance history if they have previously received funding from another Federal agency.

Augusta Transit is not a first-time applicant for FTA/GDOT funding.

During the previous three years, FTA or GDOT did complete a Title VI compliance review of Augusta Transit. Augusta Transit has not been found to be in noncompliance with any civil rights requirements.

FTA Circular 4702.1B, Chapter III, Paragraph 2: Every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with the Title VI regulations.

2.2 Annual Certifications and Assurances

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances. Primary recipients will collect Title VI assurances from sub-recipients prior to passing through FTA funds.

Augusta Transit will remain in compliance with this requirement by annual submission of certifications and assurances as required by GDOT and/or FTA.

2.3 Title VI Plan Concurrence and Adoption

This Title VI Plan received GDOT concurrence on date XXXX. The Plan was approved and adopted by Augusta, Georgia Board of Commissioners during a meeting held on date XXXX. A copy of the meeting minutes and GDOT concurrence letter is included in Appendix C of this Plan.

3.0 Title VI Notice to the Public

FTA Circular 4702.1B, Chapter III, Paragraph 5: Title 49 CFR 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

3.1 Notice to Public

Recipients must notify the public of its rights under Title VI and include the notice and where it is posted in the Title VI Plan. The notice must include:

- A statement that the agency operates programs without regard to race, color and national origin
- A description of the procedures members of the public should follow in order to request additional information on the grantee's nondiscrimination obligations
- A description of the procedure members of the public should follow in order to file a discrimination complaint against the grantee

A sample of the notice is included in Appendix D of this Plan. The sample notice should be translated into other languages, as necessary.

3.2 Notice Posting Locations

The Notice to Public will be posted at many locations to apprise the public of Augusta Transit's obligations under Title VI and to inform them of the protections afforded them under Title VI. At a minimum, the notice will be posted in public areas of Augusta Transit's office(s) including the reception desk and meeting rooms, and on the Augusta Transit's website at www.augustatransit.com. Additionally, Augusta Transit will post the notice at transfer facilities, stops and on transit vehicles as required.

An example of this notice as posted in the fleet of revenue service vehicles is included in Appendix D of this Title VI Plan along with any translated versions of the notice, as necessary. This notice may be provided on request in any other language which meets the Safe Harbor threshold (See Appendix G).

4.0 Title VI Procedures and Compliance

FTA Circular 4702.1B, Chapter III, Paragraph 6: All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to members of the public.

4.1 Complaint Procedure

Any person who believes he/she/they has/have been discriminated against on the basis of race, color or national origin by Augusta Transit may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form (refer to Appendix E). Augusta Transit investigates complaints received no more than 180 days after the alleged incident. Augusta Transit will process complaints that are complete.

Once the complaint is received, Augusta Transit will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him/her/them whether the complaint will be investigated by our office.

Augusta Transit has ninety (90) days to investigate the complaint. If more information is needed to resolve the case, Augusta Transit may contact the complainant. The complainant has ten (10) business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within ten (10) business days, Augusta Transit can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he/they will issue one of two letters to the complainant: a closure letter or a Letter of Finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.

If the complainant wishes to appeal the decision, she/he/they may contact the Federal Transit Administration (FTA), 230 Peachtree Street NW, Suite 800, Atlanta, GA 30303 Attention: Regional Civil Rights Officer, or by calling (404) 865-5623, or web site

http://www.fta.dot.gov/civilrights/title6/civil_rights_5104.html. Complainants may also file their initial Title VI complaint directly to the FTA no later than 180 days after the date of the alleged discrimination.

The complaint procedure will be made available to the public on the Augusta, Georgia website (<https://www.augustaga.gov/2105/Title-VI-Program>).

4.2 Complaint Form

A copy of the complaint form in English, Spanish, Korean and Chinese is provided in Appendix E and on the Augusta, Georgia website (<https://www.augustaga.gov/2105/Title-VI-Program>).

4.3 Record Retention and Reporting Policy

FTA requires that all direct and primary recipients (GDOT included) document their compliance by submitting a Title VI Plan to their FTA regional civil rights officer once every three (3) years. Augusta Transit will submit Title VI Plans to GDOT for concurrence on an annual basis or any time a major change in the Plan occurs. Compliance records and all Title VI related documents will be retained for a minimum of three (3) years and reported to the primary recipient annually.

4.4 Sub-recipient Assistance and Monitoring

Augusta Transit does not have any sub-recipients to provide monitoring and assistance. As a sub-recipient to GDOT, Augusta Transit utilizes the sub-recipient assistance and monitoring provided by GDOT, as needed. In the future, if Augusta Transit has sub-recipients, it will provide assistance and monitoring as required by FTA Circular 4702.1B.

4.5 Sub recipients and Subcontractors

Augusta Transit is responsible for ensuring that subcontractors Transportation Planning Organizations (TPOs) are in compliance with Title VI requirements. Sub recipients may not discriminate in the selection and retention of any subcontractors. Subcontractors also may not discriminate in the selection and retention of any subcontractors. Augusta Transit, subcontractors, and/or TPOs may not discriminate in their employment practices in connection with federally assisted projects. Subcontractors and TPOs are not required to prepare or submit a Title VI Plan. However, the following nondiscrimination clauses will be inserted into every contract with contractors and subcontractors subject to Title VI regulations.

Nondiscrimination Clauses

During the performance of a contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") must agree to the following clauses:

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall 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.
3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be

performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the subcontractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *GDOT and/or FTA*, 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 *GDOT and/or the FTA*, 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, Augusta Transit shall impose contract sanctions as 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 the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Augusta Transit, *GDOT and/or FTA*, may direct as a means of enforcing such provisions including sanctions for noncompliance.

Disadvantaged Business Enterprise (DBE) Policy

As a condition of your agreement with *GDOT*, Augusta Transit and its contractors and subcontractors agree to ensure that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of contracts. Augusta Transit and its contractor and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of any contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of *GDOT*-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 the contract or such other remedy as the recipient deems appropriate.

E-Verify

As a condition of our agreement with *GDOT*, vendors and contractors of Augusta Transit shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the vendor or contractor while contracted with Augusta Transit. Additionally, vendors and contractors shall expressly require any subcontractors performing work or providing services

pursuant to work for Augusta Transit shall likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor while working for Augusta Transit.

5.0 Title VI Investigations, Complaints, and Lawsuits

FTA Circular 4702.1B, Chapter III, Paragraph 7: In order to comply with the reporting requirements of 49 CFR 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations....; lawsuits, and complaints naming the recipient.

In accordance with 49 CFR 21.9(b), Augusta Transit must record and report any investigations, complaints, or lawsuits involving allegations of discrimination. The records of these events shall include the date the investigation, lawsuit, or complaint was filed; a summary of the allegations; the status of the investigation, lawsuit, or complaint; and actions taken by Augusta Transit in response; and final findings related to the investigation, lawsuit, or complaint. The records for the previous three (3) years shall be included in the Title VI Plan when it is submitted to GDOT.

Augusta Transit has had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years.

6.0 Public Participation Plan

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.4: Every Title VI Plan shall include the following information: A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Plan submission. A recipient's targeted public participation plan of minority populations may be part of efforts that extend more broadly to include constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others.

Augusta Transit has adopted and follows the Public Participation Plan (PPP) developed by the Arts Regional Transportation Study (ARTS) Metropolitan Planning Organization (MPO). The PPP ensures that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for Augusta Transit. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well-executed outreach efforts.

The public outreach strategies described in the PPP are designed to provide the public with effective access to information about Augusta Transit services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. The PPP is included as Appendix F to this Title VI Plan.

Current Outreach Efforts

Augusta Transit is required to submit a summary of public outreach efforts made over the last three (3) years. The following is a list and short description of Augusta Transit's recent, current, and planned outreach activities.

Date	Venue	Outreach Activity	Summary
Various dates in 2021	Broad Street Transfer Facility	COVID19 Clinic	Augusta Transit in partnership with the Georgia Department of Public Health hosted a COVID-19 vaccination clinic at the Broad Street Transfer Center.
July 2021	Broad Street Transfer Facility	Farmers Market	Augusta Transit in partnership with the Growing Augusta hosted a farmers' market where fresh fruits and vegetables were available.
March 2022	Project Life On Gordon Hwy	Project Life	Augusta Transit in partnership with Project Life a nonprofit that provides free food and clothing to the community. Showcased transit service offerings, disseminated information and answered questions.
June 2022	Robert Howard Community Center	Augusta on Display	Participated in an event showing City of Augusta Departments to the community. Showcased transit service offerings, disseminated transit information and answered questions.

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Date	Venue	Outreach Activity	Summary
September 2022	Downtown Augusta	Arts-in-the-Heart Festival	Conducted a Rider and Non-Rider transit survey. Showcased transit service offerings, disseminated transit information and answered questions.
March 2023	Downtown Augusta	St. Patrick's Day Parade	For the first time an Augusta Transit 40ft bus participated in the St. Patrick's Days parade increasing the awareness of the availability of transit service especially to nonriders.
March 2023	Evans GA	Careers on Wheels/ Career Day	Augusta Transit 40ft bus showcased to elementary school students at Belair K-8 School (Columbia County) increasing awareness of transit jobs and the benefits of transit.
March 2023	Atlanta GA	Transit Day at the Capitol	Representatives from Augusta Transit visited the state Capitol to showcase transit service offerings, disseminate information and answer questions from elected officials and the public.
June 2023	Downtown Augusta	Juneteenth Parade	For the first time an Augusta Transit 40ft bus participated in the Juneteenth parade increasing the awareness of the availability of transit service especially to nonriders.
August 2023	East Augusta	Ride the Bus Day/ Transit Equity Day	Partnering with an environmental nonprofit organization promoted the importance of transit access and service in Augusta.
August 2023 to date	Downtown Augusta	Community Access to Portable Showers	On the last business day of every month provides free transportation from selected locations in downtown Augusta to Richmond County Health Clinic on Laney Walker Blvd. Project Refresh provides access to a refreshing shower as a basic human right.
January 2024	Laney Walker/ Bethlehem Neighborhood	MLK Jr Parade	For the first time an Augusta Transit 40ft bus participated in each parade increasing the awareness of the availability of transit service especially to nonriders.
February 2024	Atlanta GA	Transit Day at the Capitol	Representatives from Augusta Transit visited the state Capitol to showcase transit service offerings, disseminate information and answer questions from elected officials and the public.
March 2024	McBean GA	Careers on Wheels/ Career Day	Augusta Transit 40ft bus showcased to McBean Elementary School students increasing awareness of transit jobs and the benefits of transit.
March 2024	Downtown Augusta	St. Patrick's Day Parade	An Augusta Transit 40ft bus participated in the St. Patrick's Days parade increasing the awareness of the availability of transit service especially to nonriders.

Date	Venue	Outreach Activity	Summary
June 2024	Downtown Augusta	Juneteenth Parade	An Augusta Transit 40ft bus participated in the Juneteenth parade increasing the awareness of the availability of transit service especially to nonriders.
Date TBD	Augusta GA	Community Meeting Rerouting route #1 Blue Line/Walton Way	Public input to determine the need to extend route #1 Blue Line/Walton Way to serve existing and proposed multifamily homes on Damascus Way and Walden Drive

7.0 Language Assistance Plan

FTA Circular 4702.1B, Chapter III, Paragraph 9: Recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).

Augusta Transit operates a transit system within Richmond County GA. The Language Assistance Plan (LAP) aka Limited English Proficiency Plan has been prepared to address Augusta Transit's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are categorized LEP.

Currently, in the Augusta Transit service area there are approximately 3,259 residents or 1.6% of the population 5 years and older, who describe themselves as not able to communicate in English very well (Source: US Census, American Community Survey, 5-Year Estimates, 2018-2022). Augusta Transit is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. Augusta Transit has utilized the U.S. Department of Transportation (DOT) LEP Guidance Handbook and performed a four-factor analysis to develop its LAP. The LAP is included in this Title VI Plan as Appendix G.

8.0 Transit Planning and Advisory Bodies

FTA Circular 4702.1B, Chapter III, Paragraph 10: Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

The Transit Citizens Advisory Committee (TCAC) of Augusta Transit is an advisory council of elected members appointed for two-year terms by Augusta, Georgia Commissioners. Each TCAC member represents one (1) of the 10 Augusta, Georgia districts. In addition to these 10 members, two (2) TCAC members are legislative appointments. A full complement of TCAC approaches 12 members, however, in February 2024, there were four (4) unfilled vacancies.

TCAC acts as a representative body for the citizens of Augusta, Georgia and serves in an advisory capacity to the Augusta Transit. They are a positive catalyst between Augusta Transit, the community and the August, Georgia Commission. TCAC provides comments on transportation, plans, programs and respective transit studies and assists Augusta Transit in publicizing transportation projects and plans to their respective neighborhoods and community to provide feedback, to Augusta Transit.

TCAC meets on the fourth Thursday of every month at 4:00 p.m. and currently consists of seven (7) members: two (2) black males, one (1) white male, two (2) white females, three (3) African American females, and four (4) vacancies. During the COVID-19 Pandemic, Augusta Transit hosted its regularly scheduled TCAC meetings through virtual ZOOM meetings. However, starting during the 4th quarter 2023 TCAC meetings took the hybrid format allowing in-person and virtual attendance.

The following tables provides a racial demographic breakdown of Augusta Transit's service, and a racial breakdown of the membership of the TCAC.

Body	Total	White	Black/African American	Native American	Asian American	Other	Hispanic/Latino
Augusta, Georgia Service Area Population	206,153	81,425	122,578	2,281	5,534	7,178	10,963
%	100.0%	39.5%	59.4%	1.1%	2.7%	3.5%	5.1%
Source: Table DP05 American Community Survey, 5-Year Estimates, 2018-2022							

Committee	Demographic	Count
Transit Citizens Advisory Committee (TCAC) Membership Demographics (February 2024)	White, Male	1
	Black, Male	2
	Latino, Male	0
	Asian, Male	0
	Native American, Male	0
	Other, Male	0
	White, Female	2
	Black, Female	3
	Latino, Female	0
	Asian, Female	0
	Native American, Female	0
	Other, Female	0
	Total Vacancies	4

Augusta Transit will make efforts to encourage minority participation on the TCAC. These efforts are made by distributing information about the participation on the TCAC at public meetings, throughout the transit system and posting membership vacancies on social media. Augusta Transit also makes potential members aware of the required steps to be considered for TCAC membership. Any interested individual must reside in Richmond County GA and submit their name to the City of Augusta Talent Pool <https://forms.augustaga.gov/Forms/CABApplication>. Once names have been lodged the applicant must approach an Augusta, Georgia Commissioner and advise the Commissioner of their interest in becoming a TCAC Board member. If an applicant meets the TCAC membership criteria a Commissioner nominates the applicant to the TCAC following which full approval by the Augusta, Georgia Commission is required to confirm the nomination.

Augusta Transit will utilize the minority population demographic maps included in Appendix I in order to focus on the areas in which the TCAC participation information is distributed. Encouraging minority participation in the fulfillment of its mission Augusta Transit:

- Regularly posts to its Facebook Page which currently has more than 1,100 followers
- Actively engages with the community at numerous neighborhood events (Chapter 6.0) which have been found to be very effective increasing awareness of transit service offerings
- Presents at Town Hall/Breakfast meetings hosted by locally elected officials
- Offers TCAC meeting participation in a hybrid format permitting inperson and virtual attendance to increase its community reach

9.0 Title VI Equity Analysis

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.8: If the recipient has constructed a facility, such as vehicle storage, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

Title 49 CFR, Appendix C, Section (3)(iv) requires that “the location of projects requiring land acquisition and the displacement of persons from their residences and business may not be determined on the basis of race, color, or national origin.” For purposes of this requirement, “facilities” does not include bus shelters, as they are considered transit amenities. It also does not include transit stations, power substations, or any other project evaluated by the National Environmental Policy Act (NEPA) process. Facilities included in the provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. In order to comply with the regulations, Augusta Transit will ensure the following:

1. Augusta Transit will complete a Title VI equity analysis for any facility during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. Augusta Transit will engage in outreach to persons potentially impacted by the siting of the facility. The Title VI equity analysis must compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.
2. When evaluating locations of facilities, Augusta Transit will give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group level where appropriate to ensure that proper perspective is given to localized impacts.
3. If Augusta Transit determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, Augusta Transit may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. Augusta Transit must demonstrate and document how both tests are met. Augusta Transit will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

Augusta Transit has constructed the following facility.

- Augusta Transit Operations and Maintenance Facility constructed in 2018. The new facility (image below) is located at 2844 Regency Blvd, Augusta, GA 30904. The Title VI Equity Analysis report

prepared during the planning stage for the Operations & Maintenance Facility is included in Appendix J of this Title VI Plan.



The Title VI Equity Analysis report prepared during the planning stage is included in Appendix J of this Title VI Plan.

10.0 System-Wide Service Standards and Service Policies

FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.

Augusta Transit is a fixed route service provider and also provides complimentary ADA paratransit services.

FTA Circular 4702.1B requires that all fixed route service providers prepare and submit system-wide service standards and service policies as a part of their Title VI Plan. These standards and policies as described below address how service is distributed across Augusta Transit's service area to ensure that the manner of the distribution affords existing and potential users access to services.

Augusta Transit has adopted the following system-wide standards and policies to ensure service design and operations practices do not result in discrimination on the basis of race, color, or national origin. Service policies differ from service standards in that they are not necessarily based on a quantitative threshold.

10.1 Service Standards

FTA requires that all fixed route transit providers develop quantitative standards for all fixed route modes of operation for the following indicators. Augusta Transit has prepared standards for all modes it operates including Motor Bus (MB), ADA Paratransit Demand Response (DR) and Rural 5311 program.

a. Vehicle Load

Vehicle Type	Average Passenger Capacities			
	Seated	Standing	Total	Maximum Load Factor
29' Low Floor Bus	26	6	32	1.1
35' Low Floor Bus	31/32	8	40	1.2
40' Low Floor Bus	38	10	48	1.3

b. Vehicle Headway

POLICY HEADWAYS (MINUTES) AND PERIODS OF OPERATION

WEEKDAY	Peak	Base	Evening	Night
Urban Radial	40	60-80	60	--
Cross-Town	40	40	60	--

** Peak: 7-9 am and 4-6 pm; Base 9am - 4pm; Evening: 6-9:30 pm;*

Night: 9:30pm-Midnight;

"--" means no service is provided during that time period.

POLICY HEADWAYS (MINUTES) AND PERIODS OF OPERATION

SATURDAY	Day	Evening	Night
Urban Radial	60	60	--
Cross-Town	40	40	--

** Day 7am - 6pm; Evening: 6-9:30 pm; Night: 9:30pm – Midnight;*

"--" means no service is provided during that time period.

c. On-Time Performance

A vehicle is considered on time if it departs a scheduled time point no more than one (1) minute early and no more than five (5) minutes late. The Augusta Transit on-time performance objective is 90% or greater. Augusta Transit continuously monitors on-time performance and system results are published and posted as part of monthly performance reports covering all aspects of operations.

d. Service Availability

It is a goal of Augusta Transit to distribute transit service so that 75% of all residents in the service area are within a ¼ mile walk of fixed route bus service. In March 2024, approximately 33% of the urbanized population (estimate 167,511 American Community Survey (ACS) 5yr Estimates 2018-2022) are within a ¼ mile walk of fixed route bus service. With each Decennial Census more formerly rural areas of Richmond County are classified as urban. This dynamic presents an ongoing challenge for Augusta Transit to meet its service frequency and area coverage goals given the availability of revenue service vehicles in a continually expanding urbanized area.

10.2 Service Policies

The development of service policy aids in the optimal use of limited resources within a transit agency. Service policy standards as presented in this section have the objective to: 1) evaluate existing fixed route services to identify underperforming or routes that surpass expectations; 2) evaluate deficiencies causing performance issues; and 3) evaluate proposals for new service. Transit service provision aims to evolve in synch with a growing and dynamic service area; and the application of service standards can be used to achieve this goal. The standards presented in this section are not an exhaustive compilation but presents standards that are easily implementable and have the potential to make a timely positive impact.

a. Transit Asset Management

Transit Asset Management (TAM) is a business model that uses the condition of assets to guide the optimal prioritization of funding at transit properties in order to keep transit networks in a State of Good Repair (SGR). Following TAM protocols allows Augusta Transit manage the life cycle of assets which in turn impacts customer level of service. Current TAM guidelines from GDOT governing rolling stock are as follows (Useful Life Benchmark (ULB) represents the recommended age of replacement):

- Automobile 8 years
- Trucks 8 years
- Medium Duty Bus (29ft-30ft) 12 years
- Heavy Duty Bus (35ft-40ft) 14 years
- Cutaway Bus ULB 5 years

b. Schedule Timings and Frequency/Headway

All nine (9) fixed route services operate according to a schedule. Clock-pattern schedules provide consistent and easy to understand schedule for riders. Clock-pattern (aka clock-face or cyclical) schedules result in even increments of bus operations such as every 60, 30, 15 minutes at the same minutes in each hour. Consistent headways throughout a service period may not reduce passenger difficulty in memorizing schedules if buses are scheduled at irregular departure times.

Recommended Service Policy Schedule Timings and Frequency/Headway

- Peak hours (7 a.m. thru 9 a.m., and 4 p.m. thru 6 p.m.) 30 minute headways
- Off-peak hours and Saturday 60 minute headways

c. Bus Travel Speeds

Bus travel speed can be used as a quantitative measure of service quality. The higher the average speed for a given distance then less time it will take to cover that distance. Bus travel speed is a critical service standard impacting several operational performance measures such as revenue miles per hour, passenger miles per hour, etc. It can also be used to differentiate bus transit markets, e.g., local bus versus limited express bus.

Recommended Service Policy: Bus Travel Speed

- Many factors will influence the average travel speed of Augusta Transit's fixed route buses such as road type, transit service type offered, and level of congestion. However, it is

recommended that an operating speed between 13-15 mph is feasible for Augusta Transit's fixed route operations.

d. Bus Route Travel Distance

Bus route distance is a function of the spatial dispersal of trip generators (e.g., home, work) and trip attractors (e.g., work, shopping) and the route connectivity and directedness between origin and destination. Currently, Route #2 Gray Line/West Parkway operates the shortest roundtrip route at 9.20 miles compared to Route #5 Green Line/Washington Rd at 20 miles roundtrip.

Recommended Service Policy: Bus Travel Distance

- Recommended goals for travel distance are directly related to average travel speed, headways and duration. The adoption of average speed and associated headways (taking into account required schedule recovery times) will guide the determination of optimal distance for each route.

e. Directness of Travel

Directness of travel (aka circuitry of travel) is a concept to operate as directly as possible between two points to minimize travel distance. However, transit operators must also consider maximizing access to passengers to as many destinations as feasible and this may result in diversions away from the most direct route. In some cases route directness and passenger accessibility are often in conflict with each other.

Directness of travel is a key factor attracting and retaining riders who may have access to more than one mode of transportation. This operational characteristic has influenced the growth of limited stop, express bus and bus rapid transit systems in heavily congested urban areas and downtowns with limited availability of cheap parking.

Recommended Service Policy: Directness of Travel

- Augusta Transit fixed routes should not be more than 50 percent longer in route mileage distance than a comparable route by car. For example, if the car distance is ten (10) miles the ideal fixed route transit distance should be no more than fifteen (15) miles.
- The travel time on any fixed route should not take longer than 250% of the travel time by car. For example, if the travel duration by car takes 30 minutes the comparable duration by fixed route transit should be no greater than 75 minutes.

f. Transfers

A bus transfer results from a rider transferring to another bus route [or mode] in order to complete a trip. Transfers can be free or at an additional cost to the ticket purchased. The number of transfers can be limited to one (1) or two (2) on a single trip but this limitation is dependent on the structure and connectivity of the transit network.

Increasing the number of transfers required to make a trip may:

- Increase the indirectness of a trip;
- Increase the overall time to complete a trip; and,
- Complicate an understanding of the trip especially to infrequent riders

All of the above potential outcomes are dependent on consistent ontime performance of timed connections at each transfer point to ensure that transferring riders can make a trip within a reasonable timeframe.

Recommended Service Policy: Transfers

- No trip should require more than one (1) transfer and such a trip take no more than 90 minutes to complete (this includes the time waiting to transfer).

g. Two Way Service

Asymmetrical routes further increase the complexity of riding transit. Asymmetrical routes occur when on a two-way street (eastbound and westbound directions) each bus direction operates on a different street. Asymmetrically designed routes may increase catchment area but minimize service effectiveness. It also impacts route directness depending on the direction of travel.

Recommended Service Policy: Two Way Service

- Routes should be designed to operate in two (2) directions on the same two-way street. Symmetrical operations (where each bus direction travels along the same two-way street) minimize passenger confusion, improves service effectiveness and makes it easy for riders to know how to get back to where they came from.

h. Distribution of Transit Amenities

During the months of March thru August 2021 Augusta Transit conducted a Bus Stop Inventory (BSI). This BSI supplemented previous efforts in the collection of information about bus stops serving Augusta Transit's fixed route operations. This initiative aimed to compile a physical and digital inventory of fixed route bus stops served by Augusta Transit in Augusta-Richmond County and identify bus stop amenities and accessibility associated with each bus stop.

The BSI entailed visiting 619 active fixed route bus stops served by nine (9) fixed routes in Augusta-Richmond County. Findings indicate that:

- 96% lit from surrounding streetlights
- 85% do not have a bus shelter
- 67% incorporate a dedicated bus stop pole
- 59% are easily accessible by wheelchair
- 50% route number and timetable map available
- 31% no physical signage or structure indicating its status

Recommended Service Policy: Distribution of Transit Amenities

- 100% bus stops must be uniquely identified along with some form of single-use structure (such as a pole) together with signage differentiating it from other roadway structures
- 100% bus stops must be ADA accessible
- Incorporate lighting in all bus stop shelters sourced from a utility provider or solar powered
- Ensure that all bus stops provide an appropriate level of safety and security for all transit riders
- Develop and apply empirical criteria to the placement of amenities (simi-seats, bus schedules, benches) and/or shelters at bus stops

11.0 Appendices

APPENDIX A	FTA CIRCULAR 4702.1B REPORTING REQUIREMENTS FOR TRANSIT PROVIDERS
APPENDIX B	CURRENT SYSTEM DESCRIPTION
APPENDIX C	TITLE VI PLAN ADOPTION MEETING MINUTES AND GDOT CONCURRENCE LETTER
APPENDIX D	TITLE VI SAMPLE NOTICE TO PUBLIC
APPENDIX E	TITLE VI COMPLAINT FORM
APPENDIX F	PUBLIC PARTICIPATION PLAN
APPENDIX G	LANGUAGE ASSISTANCE PLAN
APPENDIX H	OPERATING AREA LANGUAGE DATA: AUGUSTA TRANSIT SERVICE AREA
APPENDIX I	DEMOGRAPHIC MAPS
APPENDIX J	TITLE VI EQUITY ANALYSIS
APPENDIX K	TEXT FORMATTING PALETTE

Appendix A

FTA Circular 4702.1B Reporting Requirements for Transit Providers

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Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Sub-recipients shall submit the information below to their primary recipient (the entity from whom the sub-recipient receives funds directly), on a schedule to be determined by the primary recipient.

General Requirements

All recipients must submit:

- ☐ Title VI Notice to the Public, including a list of locations where the notice is posted
- ☐ Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- ☐ Title VI Complaint Form
- ☐ List of transit-related Title VI investigations, complaints, and lawsuits
- ☐ Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- ☐ Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- ☐ A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- ☐ Primary recipients shall include a description of how the agency monitors its sub-recipients for compliance with Title VI, and a schedule of sub-recipient Title VI Program submissions
- ☐ **A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.**
- ☐ A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- ☐ Additional information as specified in Chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below)

Requirements of Transit Providers

All Fixed Route Transit Providers must submit:

- ☐ All requirements set out in Chapter III (General Requirements)
- ☐ Service standards
 - Vehicle load for each mode

- Vehicle headway for each mode
- On time performance for each mode
- Service availability for each mode
- ☐ Service policies
 - Transit Amenities for each mode
 - Vehicle Assignment for each mode

Transit Providers that operate 50 or more fixed route vehicles in peak service and are located in an Urbanized Area (UZA) of 200,000 or more people must submit:

- ☐ Demographic and service profile maps and charts
- ☐ Demographic ridership and travel patterns, collected by surveys
- ☐ Results of their monitoring program and report, including evidence that the board or other governing entity or official(s) considered, was aware of the results, and approved the analysis
- ☐ A description of the public engagement process for setting the “major service change policy,” disparate impact policy, and disproportionate burden policy
- ☐ Results of service and/or fare equity analyses conducted since the last Title VI Program submission, including evidence that the board or other governing entity or official(s) considered, was aware of, and approved the results of the analysis

Appendix B

Current System Description

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Historical Context

Augusta, Georgia aka the City of Augusta (COA) purchased the Augusta Coach Company, a privately-owned company, in October of 1973 and began operating its routes and schedules. In January 1996 the City of Augusta and Richmond County consolidated to form one government and one entity. In January 2011 the Augusta, Georgia Commission voted to explore the possibilities of privatizing the administration and operations of Augusta Transit. After several meetings and public hearings on May 17, 2011, the Augusta, Georgia Commission approved the privatization of Augusta Public Transit. Currently, AT contracts RATP Dev USA Inc., (RATP Dev) through Augusta Transit Management (ATM) to operate and maintain its transit services. RATP Dev is an international multimodal transportation provider operating, managing and maintaining transportation services.

Mission, Program goals and Objectives

Augusta Transit provides fixed and demand responsive routes serving Augusta-Richmond County. Augusta Transit's mission is to 'give our customers access to all regions of Augusta-Richmond County by providing quality, dependable, safe, accessible, and affordable transportation, thereby enhancing the mobility of the general public as well as the transportation disadvantaged.'

Program goals are guided by its Bus Replacement Program, Public Transportation Agency Safety Program (PTSAP) and Program and Projects. Furthermore, transit service objectives are influenced by the Future Mobility 2050 Long Range Transportation Plan (LRTP) developed by the Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization (MPO) in collaboration with Augusta Transit; namely: Goal #2: Mobility, Accessibility and Connectivity which aims 'to increase access, expand, and improve the reliability of public transportation.'

In 2022, Augusta Transit developed a Climate Action Plan which has the following goals to accomplish by 2031:

- Transition to clean energy fueled revenue and non-revenue vehicles (Transition)
- Increase operational efficiencies and renewable energy use at all facilities (Operational Efficiency)
- Increase the proportion of Augusta-Richmond County population living within ¾ mile of a clean energy transit service (Transit Reach)

Organizational Structure

Augusta Transit is an independent transit system established under the laws of the State of Georgia serving Augusta-Richmond County. Secondly, is a department of COA providing fixed and demand responsive routes serving the Augusta-Richmond County urbanized area.

Since August 1, 2011, Augusta, Georgia has utilized a contractor to provide operations and maintenance of the transit system. Richmond Transit rural service vans are also maintained by the contractor. A designee of Augusta, Georgia (namely the Transit Director) conducts contractor oversight, monitoring of the system and strategic planning.

Augusta, Georgia provides the operations, administration and maintenance facility, major equipment items, bus shelters, signs, benches, trash receptacles, revenue, and non-revenue vehicles. Schedules and

system maps, tickets, transfers, passes, paratransit applications, envelopes, and passenger guides are provided by the Contractor. Augusta Transit consists of four (4) operational divisions: Administrative, Operations, Maintenance, and Special Services.

Administrative Division

The Administrative Division (staff are all Augusta, Georgia employees) is responsible for administering, and implementing policies and procedures received from the federal, state, and local levels within the guidelines of federal and state laws, Augusta-Richmond County policies and procedures, and departmental policies and procedures. Administration reports to the Transit Director or other designated person and works with co-workers, Augusta, Georgia employees, contractor staff and the public to ensure proper implementation of transit policies.

Operations Division

The Operations Division (Contractor Staff) is responsible for managing and implementing all Transit service policies and procedures within the guidelines of federal and state laws and Augusta-Richmond County policies and procedures. The General Manager of the Contractor reports to the Transit Director. The General Manager ensures that contract staff operate and provide support to the transit system in order to fulfill Augusta Transit's mission. Additionally, the Operations Manager oversees bus operators to ensure each driver operates a transit bus following a designated schedule and route within the guidelines of federal and state laws, local and departmental policies and procedures, and Federal Transit Administrator's Alcohol and Drug Policy.

Maintenance Division

The Maintenance Division (Contractor Staff) is responsible for ensuring that all vehicles, buildings, and equipment are clean, safe, dependable, reliable, and ready to serve the riding public; it also performs preventive maintenance checks and services, scheduled services, scheduled repairs, and emergency repairs for Augusta Transit within the guidelines of relevant federal and state laws, and Transit Department policies. The Maintenance Manager reports to the General Manager (Contractor) who in turn works with contractor staff, COA transit employees, salesmen, and representatives from bus/equipment manufacturers to provide efficient and safe transit service.

Special Services Division

The Special Services Division (Contractor staff) is responsible for maintaining and supervising the Americans with Disabilities Act (ADA) Paratransit and Rural Programs. Special Services Manager (Contractor staff) oversees the program's overall operations within the guidelines of departmental standards and procedures, verbal instructions, and the Americans with Disabilities Act. Special Services implements all transit service policies and procedures within the guidelines of federal and state laws and Augusta Policies and Procedures. The Special Services Manager reports to the General Manager (Contractor) who in turn works with contractor staff, COA transit employees, and representatives of federal and state agencies, persons with disabilities, social

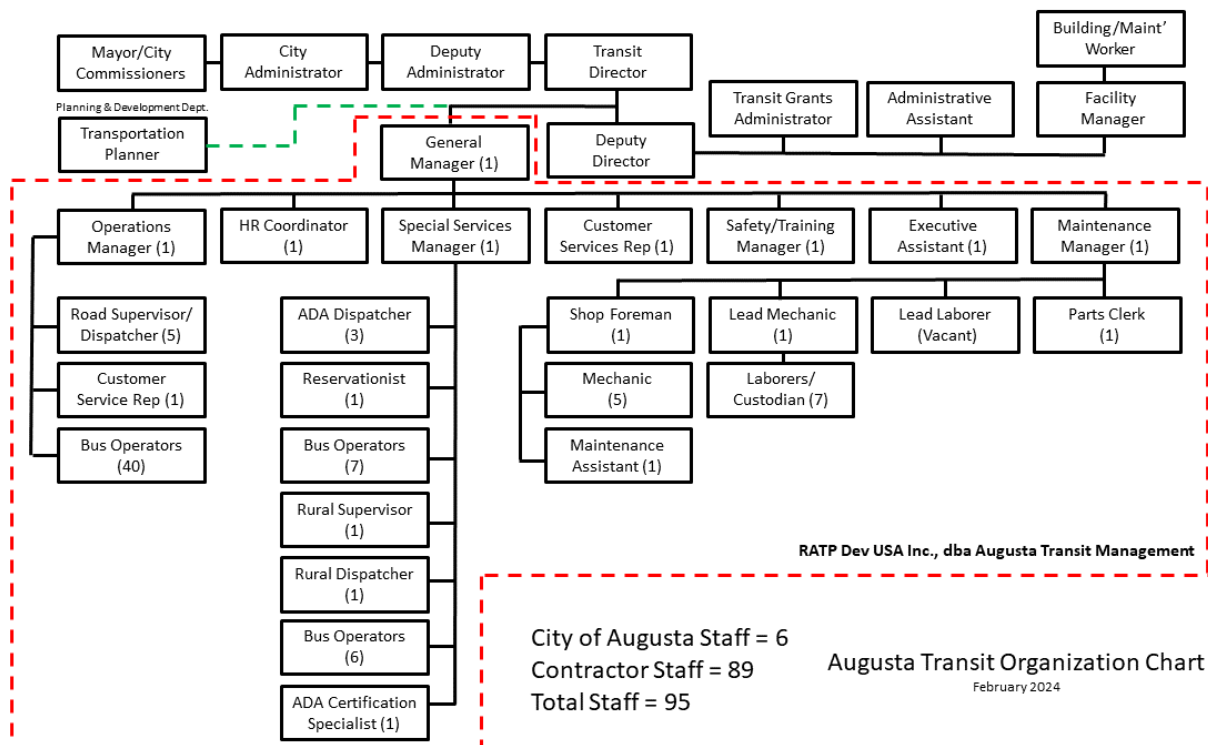
workers, and medical personnel who are affiliated with physically and mentally challenged people in the community to provide support to the public transit service.

Physical Location of Augusta Transit

Augusta Transit's administrative and operational divisions and maintenance garage are housed in a 34,176 sq ft facility located at 2844 Regency Blvd, Augusta, GA 30904. This facility, Augusta Transit Operations and Maintenance Facility officially opened in 2019 at a cost of \$18 million. In addition, the property includes the Terrence Alton Dicks training room, conference room, commercial bus wash, chassis wash and ample parking spaces for buses, paratransit vans, staff and visitor vehicles. All divisions function as one unit to maintain the daily operation of Augusta Transit in its service to the public in a courteous and professional manner.

Staffing & Personnel

Including Contractor staff approximately 95 persons are directly engaged in work relating to Augusta Transit services. Six of the 95 persons are Augusta, Georgia COA employees and the balance are employed by the Contractor or Contractor's local subsidiary Augusta Transit Management (ATM). The Maintenance Department is comprised of mechanics, a parts clerk and laborers, approximately 16 persons. The largest cadre of personnel are bus drivers/operators approximating 40 persons. However, post COVID19 Pandemic it has been a daily challenge to attract, train and retain fixed route bus operators.



The operation of a fixed route bus or ADA Cutaway van requires all drivers to have a Commercial Driver's License (CDL) with Passenger Endorsement. Cutaway or transit vans operated by Richmond Transit (rural) personnel only require a standard driver's license. Only Contractor employees that have completed all of the required safety and driver training requirements are allowed to drive any revenue service vehicle. The carrying of a CDL by fixed route or ADA bus operators creates the opportunity to operate Richmond Transit rural vans as and when the need arises.

Training, Management and Other Administrative Tasks

The Transit Director has ultimate responsibility for the management and administration of Augusta Transit (COA employees and the Contractor). The Contractor's General Manager is responsible for the management and administration of their staff to fulfill all contractual obligations of the client, Augusta Transit.

Training of the maintenance, special services and operational staff is the responsibility of the Contractor. All new bus/ADA/van operator employees must fulfill a specified amount of on-the-road drivers training, which includes riding with a training driver, behind-the-wheel training, and training on proper use of wheelchair lifts and other securement devices found inside a revenue service vehicle. Furthermore, safe operations and maintaining a safe environment are a recurrent and pervasive theme of Augusta Transit and its Contractor. All safety sensitive personnel are required to complete the requisite state and federal safety and security training throughout their careers at August Transit.

The Special Services Manager is responsible for the annual renewal of all liability insurance for both Federally funded and GDOT owned vehicles, as well as vehicle registration renewal. Additionally, the Special Services Manager is responsible for the timely submission of security clearance applications of bus drivers who transport passengers to/from Fort Eisenhower (formerly Fort Gordon). It is the Operations, maintenance and Special Services Managers' shared responsibility to administer all aspects of fixed route transit, ADA and rural transit operations and to control access and usage of all agency vehicles.

Service Description

Augusta, Georgia operates a public transit system known as Augusta Transit and Richmond Transit. A fixed route service area of 25 square miles with a county population of 202,081 (2022 National Transit Database (NTD)). Currently, Augusta Transit's transit service is made up of nine (9) fixed routes and ADA paratransit service, 619 bus stops (including transfer facilities), 92 shelters, 71 trash cans and 92 benches. Richmond Transit provides rural services, enabling rural-based riders connect with rural and urban destinations in the county. Augusta Transit fixed routes are (February 2024):

- Route 1 - Blue Line/Walton Way
- Route 2 - Gray Line/West Parkway
- Route 3 - Gold Line/East Augusta
- Route 4 - Purple Line/Turpin Hill
- Route 5 - Green Line/Washington Road
- Route 6 - Brown Line/Gordon Highway
- Route 7 - Pink Line/ Augusta Mall

- Route 8 - Orange Line/Barton Chapel
- Route 9 - Red Line/Lumpkin Road

Typical fixed route headways vary from a minimum 40 minutes to a maximum 1 hour 20 minutes. Fixed route service is provided primarily within Augusta-Richmond County. However, Route #5 Green Line/Washington Road serves the West Town Shopping Center at Washington Rd/Davis Rd just inside Columbia County, Georgia. Augusta Transit local buses interface with the Best Friend Express (BFE) operating in Aiken County at Augusta Transit's Broad Street Transfer Facility (BSTF).

Augusta Transit does not operate any transit service on Sunday. However, new routes may be added, existing routes modified, or service hours extended to include holiday or Sunday service as Augusta, Georgia deems necessary. Such changes in service area operations and dynamics will be developed as needed, meeting all FTA and GDOT regulations.

ADA complementary paratransit service operates within Augusta-Richmond County, Georgia. The program provides origin to destination paratransit service to eligible and certified persons with disabilities within a three quarter (3/4) mile corridor along all local fixed route bus routes within Augusta, Georgia. Origin to destination paratransit operations are due to passengers needing assistance beyond the curb because of their disability. Scheduling, dispatching, and reservations are handled through the use of Augusta Transit's QRyde computer software.

Rural transit service (funded by SEC 5311) operated by Richmond Transit serves the rural parts of Augusta-Richmond County, Georgia and operates in compliance with Georgia Department of Transportation (GDOT) guidelines.

Hours Of Service

The current Fixed Routes operating hours for local service is Monday through Saturday; 6:30 a.m. through approximately 8:00 p.m. Complementary paratransit (ADA) service is provided on the same days and during the same hours as local fixed route service. Rural transportation operating hours is Monday through Friday; 6:00 a.m. through approximately 6:00 p.m. Augusta Transit in line with Augusta, Georgia does not operate on the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving (exception regular service operated)
- Christmas Eve (exception regular service operated till 6pm)
- Christmas Day

Days of operations for Augusta Transit fixed route and ADA paratransit services are provided below.

Year	2019	2020	2021	2022	2023
Weekday Service Days	254	256	255	253	252
Saturday Service Days	52	51	51	52	52
Total Service Days	306	307	306	305	304
Rain & Snow Days	51	56	68	59	54

Augusta Transit's Bus Fleet and Support Vehicles

Augusta, Georgia's fleet consists of eighteen (18) fixed route buses, seven (7) paratransit vans, six (6) rural service vans, and a small fleet of supervisor and maintenance vehicles. All buses are either equipped with a wheelchair lift, or ramp and are ADA accessible. The majority of revenue earning vehicles are equipped with Sierra Wireless Modems, Trapeze Rangers, 800 MHz radios, Automatic Vehicle Locator (AVL), Automatic Passenger Counters (APC) and GFI/SPX Odyssey Fareboxes.

AUGUSTA TRANSIT FIXED ROUTE FLEET							
#	VEH. NO.	MAKE	MODEL	LENGTH FT	YR MFG	SEATS/ STANDEES	AGE @ 12/23 YRS
1	9009	GILLIG	GILLIG LOW FLOOR	40	2009	38/10	14
2	9010	GILLIG	GILLIG LOW FLOOR	40	2009	38/10	14
3	9011	GILLIG	GILLIG LOW FLOOR	40	2009	38/10	14
4	1001	ORION	ORION7	35	2010	32	13
5	1002	ORION	ORION7	35	2010	32	13
6	1101	ORION	ORION7EPA	35	2011	32	12
7	1102	ORION	ORION7EPA	35	2011	32	12
8	1103	ORION	ORION7EPA	35	2011	32	12
9	1104	ORION	ORION7EPA	35	2011	32	12
10	1601	GILLIG	BRTPLUS LOW FLOOR	40	2016	38/10	7
11	1602	GILLIG	BRTPLUS LOW FLOOR	40	2016	38/10	7
12	1603	GILLIG	BRTPLUS LOW FLOOR	40	2016	38/10	7
13	2301	GILLIG	G27E102H2	29	2023	26	0.5
14	2302	GILLIG	G27E102H2	29	2023	26	0.5
15	2303	GILLIG	G27B102	35	2023	31	0.5
16	2304	GILLIG	G27B102	35	2023	31	0.5
17	2305	GILLIG	G27B102	35	2023	31	0.5
18	2306	GILLIG	G27B102	35	2023	31	0.5

AUGUSTA TRANSIT ADA PARATRANSIT FLEET						
#	VEHICLE	MAKE	MODEL	YR. MFG	SEAT CAPACITY	AGE @ 12/23 YRS
1	1604	CHEV/BUS 6WC	G4500	2016	10	7
2	1605	CHEV/BUS 6WC	G4500	2016	10	7
4	1608	CHEV/BUS 6WC	G4500	2016	10	7
5	2309	FORD	E450	2023	14	0.5
6	2310	FORD	E450	2023	14	0.5
7	2312	FORD	E450	2023	14	0.5

RICHMOND TRANSIT (RURAL) FLEET						
#	VEH. NO.	MAKE	MODEL	YR. MFG	SEAT CAPACITY	AGE @ 12/23 YRS
1	3724	GOSHEN	E-3502WC	2017	10	6
2	3826	GOSHEN	E-3502WC	2017	10	6
3	3827	GOSHEN	E-3502WC	2017	10	6
4	3968	GOSHEN	E-3502WC	2017	10	6
5	4213	FORD	GLAVAL	2022	10	1
6	4214	FORD	GLAVAL	2022	10	1

AUGUSTA TRANSIT SUPPPORT VEHICLE FLEET						
#	VEH. NO.	MAKE	MODEL	YR. MFG	SEAT CAPACITY	AGE @ 12/23 YRS
1	96	INTERNAT.	4600 LP	1992	3	31
2	5010	FORD	RANGER	2006	3	17
3	1005	FORD	Expedition	2011	8	12
4	1110	FORD	F-150	2011	3	12

Augusta Transit adopts the GDOT Transit Asset Management Plan (TAM) to determine Useful Life Benchmarks (ULB) (recommended age for replacement) for its vehicle fleet. Current values are:

- Bus 35ft - 40ft at 14 yrs;
- Bus 29ft – 30ft at 12 yrs
- Cutaway Bus at 7 yrs
- Van at 8 yrs

AT intends to transition its fossil fuel burning fleet (revenue and non-revenue vehicles) to clean energy vehicles (electric, Compressed Natural Gas (CNG), hydrogen or hybrid). Driving this transition, in February 2021 Mayor Hardie Davis Jr. of Augusta, Georgia proposed the conversion of Augusta's motor vehicle fleet to zero-emission electric vehicles. Such a move would affect Augusta's transit operator, including all vehicle types belonging to AT and RT. The pace of transition will be dependent on available federal, state and/or local funding.

Current Fares and Farebox Revenue

Fares, fare structure, and ticket media are subject to change. Current fares charged are as follows:

Fare Type (Fixed Route)	Cost
Adult One-way	\$1.25
Youth Under Age 18 (I.D. Required)	\$0.60 (sixty cents)
Senior Citizens (I.D. or Medicare Card Required)	\$0.60 (sixty cents)
Persons with Disabilities (AT issued ID Card Required)	\$0.60 (sixty cents)
Children under 42" Height	Free
Augusta Transit Transfers (each)	\$0.50 (fifty cents)

Special reduced fares for senior citizens and persons with disabilities are available all day (on fixed route services), Monday through Saturday.

Fare Type (Paratransit)	Cost
Adult One-way Paratransit	\$2.50
Adult One-way Paratransit	\$3.50
Adult One-way Paratransit	\$6.00

Paratransit fares (double the fixed route fare) are determined by the number of fixed routes buses and transfers required to complete a trip. Paratransit fares are twice the fare for a comparable trip on the fixed route system. Augusta Transit does not provide service outside the $\frac{3}{4}$ mile fixed route corridor. Paratransit fares are as follows:

Trip	Fixed Route	Paratransit
One (1) fixed route bus no transfer	\$1.25	\$2.50
Two (2) fixed route buses including one (1) transfer	\$1.75	\$3.50
Three (3) fixed route buses including one (1) transfer	\$3.00	\$6.00

Richmond Transit (rural) fares are as follows:

Fare Type (Rural)	Cost
Adult One-way	\$3.00

Revenue from farebox and ticket sales for AT is presented below.

Year	2019	2020	2021	2022	2023
Farebox Cash Revenue	\$324,652.16	\$74,140.04	\$112,275.25	\$220,001.36	\$201,734.13
Tickets & Passes Revenue	\$117,443.50	\$33,719.25	\$40,165.50	\$90,975.25	\$99,618.50
Total	\$442,095.66	\$107,859.29	\$152,440.75	\$310,976.61	\$301,352.63

Due to the pandemic fixed route, ADA paratransit and RT fares were not charged from April 1, 2020 thru July 14, 2021.

Transfers

Transfers are valid for up to two (2) hours from the time they are issued. Transfers are valid only on one (1) different route from the route that issued the transfer. Taking a trip requiring three (3) buses will involve paying two (2) regular fares and one (1) transfer. Passengers are required to ask for a transfer on boarding the bus. No transfers are available on RT (i.e., rural services).

Discounted Tickets and Passes

Regular riders are able to save money on individual fares through purchasing weekly or monthly passes as follows:

Pass Type	Cost (Regular)	Discounted
7 Day Pass	\$15.00	\$7.50
31 Day Pass	\$50.00	\$25.00

Passes allow unlimited trips with transfers for the valid period. Tickets are discounted ½ off for Youth Under Age 18, Senior Citizens, and Persons with Disabilities (all require ID to verify eligibility).

All pass sales are final and non-refundable. AT is not responsible for lost or stolen passes. Passes and fares are subject to AT rules, regulations and tariffs and are not valid if damaged. Failure for a passenger to pay the appropriate fare constitutes fare evasion. Riders are encouraged to protect their tickets and/or passes.

Supervisors or Customer Service representatives at the BSTF are able to sell weekly and/or monthly passes to passengers. The Executive Secretary (located at Augusta Transit administrative headquarters) sells Green Tickets (one ride plus transfer), weekly and/or monthly passes and tickets (purchased in bulk).

Paratransit Reservations

Reservations are accepted Monday through Friday between 8:00 a.m. and 5:00 p.m., AT's business hours. Augusta, Georgia reserves the right to change the days or hours of paratransit reservations according to Federal Guidelines without an additional charge to Augusta, Georgia.

Rural Transit Reservations

Reservations are accepted Monday through Friday between 8:00 a.m. and 2:00 p.m. Augusta, Georgia reserves the right to change the days or hours of paratransit reservations according to GDOT Guidelines without an additional charge to Augusta, Georgia.

Insurance

Augusta, Georgia is self-insured. However, as transit services are contracted out insurance relating to transit service operations is the responsibility of the Contractor. Indeed, the Contractor is responsible for the procurement and maintenance of insurance against claims for injuries to persons or damages to property, or theft which may arise from or in connection with transit operations; Augusta, Georgia owned or leased transfer centers, park and ride lots or bus stops; or theft of any and all transit vehicles and equipment either owned by Augusta, Georgia or leased by Augusta, Georgia or otherwise used by the Contractor or Augusta, Georgia in connection with the operation of the transit system.

Safety and Security

Augusta Transit, including its contractor, strives to provide the safest and most secure experience for the riding public and our employees. All levels of management and employees are accountable for the delivery of the highest level of safety performance, starting with the Transit Director. Every employee must practice workplace safety, use equipment, tools, and materials properly, and be trained in the agency's work rules and procedures for his or her respective areas of responsibility, including contingency plans for abnormal and emergency conditions.

In providing the safest and most secure transit environment (for both riders, transit staff and anyone in contact with the transit system) Augusta Transit has developed and implemented a Safety Management System (SMS) the objectives of which are to:

- Increase the safety of our transit system by proactively identifying, assessing, and controlling risks;
- Continually improve safety performance;
- Improve the commitment of transit leadership to safety; and
- Foster a culture of safety awareness and responsiveness.

In July 19, 2018, the FTA promulgated its final rule 49 C.F.R. Part 673 - Public Transportation Agency Safety Plan (PTASP) which requires recipients of FTA Chapter 5307 funds to develop and implement a safety plan based on SMS principles and methods. In light of this FTA requirement, Augusta Transit is committed to:

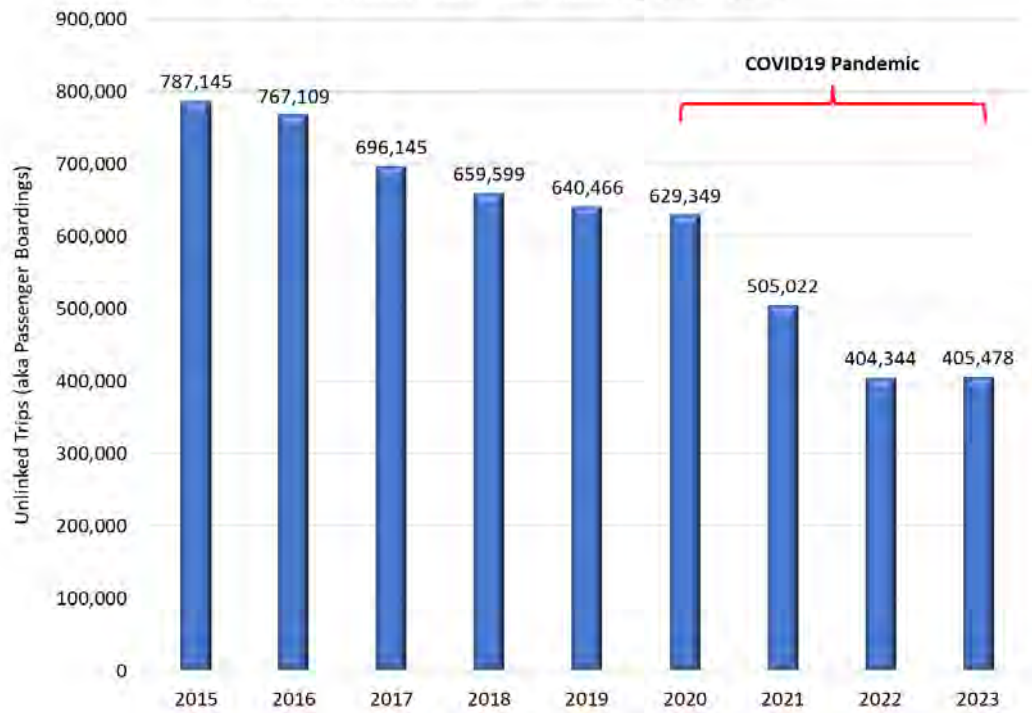
- Supporting an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as paid to other management systems of the organization;

- Continuously monitor the implementation of SMS and PTASP principles throughout the organization while conveying to all staff, managers, supervisors, and employees that SMS and PTASP are important to the highest level of the organization;
- Communicating the purpose and benefits of the SMS to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training;
- Integrating the management of safety as a primary responsibility of all managers and employees, including contractors;
- Defining for all staff, managers, and employees alike their accountability and responsibility for the delivery of the organization's safety performance and the overall implementation of our Safety Plan;
- Establishing and implementing a proactive safety program to manage risks to a level that is acceptable and consistent with safety performance;
- Ensuring protections for any employee who discloses a safety concern through the employee safety reporting program;
- Complying with, and wherever possible, exceeding the expectations of legislative and regulatory requirements and standards;
- Ensuring all staff are provided with adequate and appropriate safety-related information, personal protective equipment (PPE) and training, are competent in safety management matters, and are allocated only to tasks commensurate with their skills;
- Establishing and measuring safety performance against realistic and data-driven safety performance indicators and safety performance targets;
- Continually improving our safety performance through management processes that ensure appropriate safety management actions are taken and are effective;
- Verify externally supplied systems and services to support our operations are delivered to meet our safety performance standards; and
- Verify that the strategies and guidelines to address infectious disease planning and response are consistent with the Centers for Disease Control and Prevention (CDC) and the Georgia Department of Public Health and local health authorities in order to minimize exposure to infectious diseases in accordance with 49 USC section 5329 (d)(1)(D).

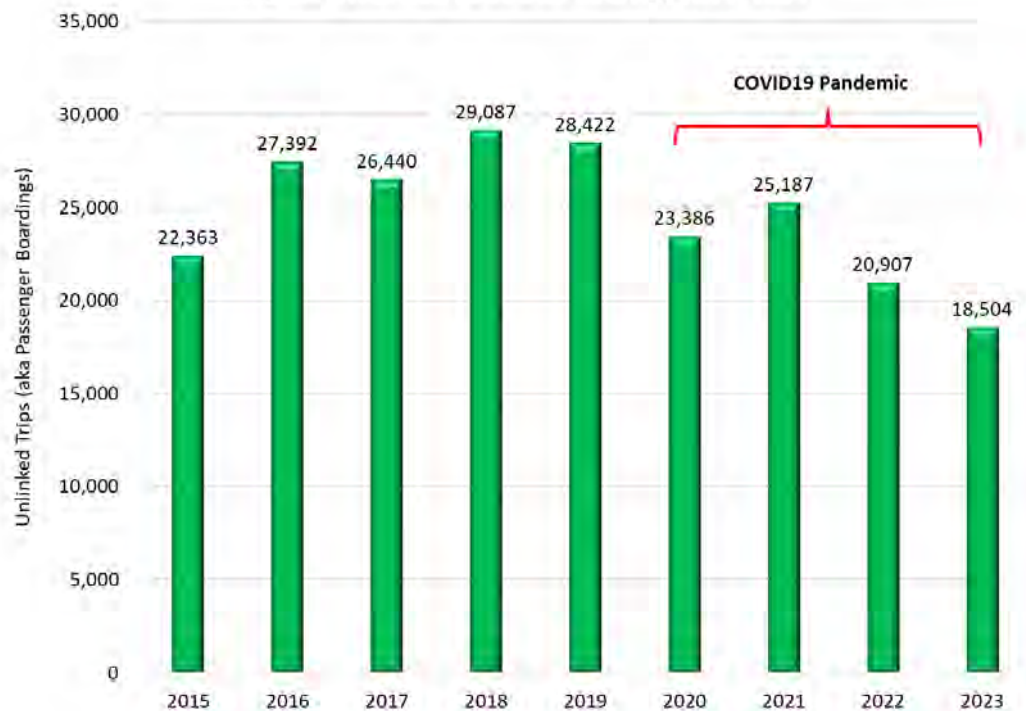
Ridership

In recent years, APT fixed route ridership has been declining from a peak 787K in 2015 to 405K in 2023. The COVID19 Pandemic accelerated the downward ridership trend. Additionally, an aging fixed and ADA bus fleet during the period 2021-2023 negatively impacted ridership, reliability and the overall perception of transit service offerings in Augusta-Richmond County. In 2023 Augusta Transit replaced several aging revenue service vehicles with five (5) new and three (3) used fixed route buses in addition to four (4) ADA paratransit vans. This investment curtailed service unreliability and stimulated an uptick in fixed route ridership.

Augusta Transit Fixed Route Ridership 2015 - 2023



Augusta Transit ADA Paratransit Ridership 2015 - 2023



Stimulating ridership gains Augusta Transit in 2023 initiated a bus stop upgrade program where all bus stops will have a bus stop sign and be ADA accessible. Selected bus stops will include benches, shelter and trash cans as determined by rider demand. Security at transit facilities will also be enhanced and Augusta Transit will continue to partner with local law enforcement to ensure that bus stops and transfer facilities are safe spaces for all users. It is anticipated that as new replacement revenue service vehicles join the fleet, transit service will be extended to South Augusta, an increasingly urbanized area currently unserved by fixed route transit.

Appendix C

Title VI Plan Adoption Meeting Minutes and GDOT Concurrence Letter

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Insert a copy of the Title VI Plan adoption meeting minutes and the GDOT concurrence letter.

Appendix D

Title VI Sample Notice to Public

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TITLE VI CIVIL RIGHTS 1964 PROGRAM

Pursuant to Federal Regulations of U.S. Department of Transportation

Notice to Public

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance (42 U.S.C. Section 2000d). Augusta, Georgia is committed to a policy of non-discrimination in its operations, including the responsibilities of the Augusta Planning and Development Department to facilitate and implement federal regulations relative the Metropolitan Transportation Planning process in the support of the Augusta Regional Transportation Study – MPO to develop the Long Range Transportation Plan, Transportation Improvement Program and other required plans and program; and operations, including the responsibilities of the Augusta Public Transit.

If you believe you have been subjected to discrimination in any Augusta, Georgia service, program or activity receiving federal financial assistance, you may file a Complaint in the Augusta, Georgia Administrator's Office (Title VI Coordinator) at (706) 821-2400; 535 Telfair Street, Suite 910 Augusta, GA 30901; the Augusta Planning and Development Department at (706) 821-1796, 535 Telfair Street, Suite 300 Augusta, GA 30901; or with the Augusta Public Transit Department, 2844 Regency Blvd, Augusta Georgia 30904. Any Complaint or question regarding Augusta, Georgia's Title VI Program will be directed to the Office of the Administrator.

Title VI Statement of Policy: Augusta, Georgia is committed to a policy of non-discrimination in its operations, including its responsibilities under Title VI of the Civil Rights Act of 1964. As a result, Augusta, Georgia will utilize its best efforts to assure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program that receives federal funds and its related benefits.

Objectives: Towards this end, it is Augusta, Georgia's objective to:

1. Ensure that the level and quality of services under any program that receives federal funds are provided without regard to race, color, or national origin;
2. Identify and address, as appropriate, disproportionately high, and adverse human health and environmental effects, including social and economic effects, of programs and activities on minority populations and low-income populations;
3. Promote the full and fair participation of all affected populations in transportation planning and program decision making;
4. Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit Environmental Justice populations including but not limited to minority populations and low-income populations;
5. Ensure meaningful access to programs and activities by persons with limited English proficiency.

Responsibility: All Directors, managers, supervisors, and employees share in the responsibility of making Augusta, Georgia's Title VI Program a success. Augusta, Georgia will ensure that third party contractors and/or sub-recipients receiving federal funds shall adhere to and implement this policy to the fullest extent possible.

Any complaints or questions regarding Augusta, Georgia's Title VI Program should be directed to the Augusta,

Georgia Administrator's Office at (706) 821-2400; 535 Telfair Street, Suite 910 Augusta, Georgia 30901.

Title VI Notification Procedures: Augusta, Georgia, as a condition for receiving financial assistance from the Federal Transportation Administration (FTA) and Federal Highway Administration (FHWA), ensures that:

1. Augusta, Georgia will compile, maintain, and timely submit Title VI information required by the FTA and FHWA, copies of which will be available to the general public.
2. Augusta, Georgia makes it known to the public that any person or persons alleging discrimination on the basis of race, color, or national origin as regards the provision of transportation services and transit-related benefits may file a Complaint in the Office of the Administrator of Augusta, Georgia, with the Augusta Planning and Development Department, the Augusta Public Transit Department, or the Federal Transit Administration – Region IV. Any complaint or questions regarding Augusta's Title VI Program will be directed to the Office of the Administrator of Augusta, Georgia.
3. Informal Complaint - Any member of the general public who feels that his or her rights under Title VI of the Civil Rights Act of 1964 have been violated in any manner may first speak informally with the Administrator of Augusta, Georgia or her/his designated representative in order to see if the matter can be resolved informally. The Administrator or her/his designated representative will investigate the complaint and make a determination on its merits. Complaining parties will receive notification of the determination of the Administrator. As pertaining to public transit services and operations of the Augusta Public Transit Department and/or any sub-recipient of federal funds, all complaints whether informal or formal are referred to the Office of Administrator and/or designated representative.
4. Formal Complaint - Any complaining individual who does not feel that his or her concerns have been resolved informally may then file a formal written complaint in the Office of the Administrator, 535 Telfair St., Suite 910 Augusta, GA 30901, phone (706) 821-2400. A Formal Complaint should be submitted no later than thirty (30) days from the date of the last alleged discriminatory act.

With regard to public transit services and operations of the Augusta Public Transit Department and/or any sub-recipient of federal funds, all complaints whether informal or formal are referred to the Office of Administrator of Augusta, Georgia or her/his designated representative.

The Office of the Administrator of Augusta, Georgia (Title VI Coordinator) or his or her designated representative will set a mutually agreed-upon time and place for the review process with the complaining individual or their representatives within thirty (30) working days of filing the complaint. The

complainant may submit documents or other information to be included with the record and considered in the review process.

The complainant will generally be issued a letter of findings and recommendations from the Office of the Administrators within forty-five (45) working days after filing a formal complaint. If additional time is required to investigate the complaint, then all parties will be notified by the Administrator's Office. Individuals may withdraw their formal grievance and decide to seek mediation or an informal resolution at any point in the complaint process.

Procedures to correct any deficiencies found through the complaint will be initiated within a forty five

(45) day period from the issuance of the final findings of the Administrator. If no deficiencies are found to exist as a result of the complaint, a written response will be sent to the complainant within fifteen (15) working days from the completed investigation, detailing the investigation and the results of that investigation. Any complainant not satisfied with the results of the investigation may further appeal his or her complaint to the offices of the Federal Transit Administration, Regional Civil Rights Office, 230 Peachtree St., NW, Suite 800, Atlanta, GA 30303.

1. Augusta, Georgia, through the Augusta Planning and Development (APDD) and Augusta Public Transit Department, will notify the general public of its Title VI responsibilities by posting this statement on the physical office bulletin board, Public Transit terminal, transit terminal office and web sites. The statement will be posted to meet requirements of individuals within the minority populations as well as persons with limited English proficiency.

This notice and complete contents of this program are available at the following locations:

- The Augusta Planning and Development Department
- The Augusta Public Transit Department
- The Augusta Human Resource Department
- Office of Equal Employment Opportunity of Augusta, Georgia
- Augusta Public Transit Department website
- ARTS web site
- Aiken County Website
- Aiken County Planning Department

Appendix E

Title VI Complaint Form

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Title VI Public Complaint Process

If you believe that you have been excluded from participation in, been denied the benefits of, or been subjected to discrimination under any Augusta, Georgia service, program or activity receiving federal financial assistance, including, but not limited to, service, projects or activities provided by or administered by the Augusta Planning and Development Department, the Augusta Public Transit Department, the Augusta Engineering Department, you may file an official Title VI Complaint with the Office of The Administrator of Augusta, Georgia and/or the designated representative, (hereafter "Title VI Coordinator"). The following steps describe the procedures to file a complaint and how Augusta, Georgia will respond.

1. The complaint must be submitted to the Title VI Coordinator no later than thirty (30) working days after the date of the alleged discrimination.
2. A Title VI Complaint Form can be obtained by calling (706) 821-1721, (706) 821-1796 or by downloading the form from these websites at www.augustaga.gov; <http://www.augustaga.gov/290/Planning-and-Development>; and www.augustaga.gov/arts
3. Please provide the following information on the complaint form or you may submit a signed written statement that contains all of the following written information:
 - Your name, address and how to contact you (phone number, email address, etc.);
 - The basis of the alleged discrimination complaint (race, color, or national origin);
 - How, why, when and where you believe you were excluded from participation in, were denied the benefits of, or were subjected to discrimination. If the alleged
 - incident occurred on the bus, give date, time of day, and bus number if available;
 - Include the location, names and contact information of any witnesses;
 - Indicate whether you have filed the complaint with Federal Transit Administration; and
 - You must sign your letter of complaint.

If you, as the complainant, are unable to read and/or write a complaint, the Title VI Coordinator will assist you with the complaint. Augusta, Georgia is committed to providing open access to its services to persons with limited ability to speak or understand English; if requested by complainant, the Title VI Coordinator will provide language translation services.

4. The complaint shall be sent to any of the following addresses:

Office of the Administrator
535 Telfair Street, Suite 910, Augusta, GA 30901

Augusta Transit Department
2844 Regency Boulevard, Augusta, GA 30904

Augusta Planning and Development Department
535 Telfair Street, Suite 300, Augusta, GA 30901

5. All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential. The Title VI Coordinator will review every complaint, and when necessary, begin the investigation process. At a minimum the investigating will:
 - Identify and review all relevant documents, practices and procedures;
 - Identify and interview persons with knowledge of the alleged discrimination, that is, the person making the complaint; witnesses or anyone identified by the Complainant; anyone who may have been subject to similar activity, or anyone with relevant information.
6. Upon completion of the investigation, the Title VI Coordinator will complete a final report for Augusta, Georgia. The investigation process and final report should take no longer than ninety (90) days after receipt of the complaint. If a Title VI violation is found to exist, remedial steps as appropriate and necessary will be taken immediately. The Complainant will also receive a copy of the final report together with any remedial steps.

If no violation is found and the complainant wishes to appeal the decision, he or she may contact the Federal Transit Administration, 230 Peachtree Street NW, Suite 800, Atlanta, GA 30303 Attention: Regional Civil Rights Officer, or by calling (404) 865-5628, or web site http://www.fta.dot.gov/civilrights/title6/civil_rights_5104.html Complainants may also file their initial Title VI complaint directly to the Federal Transit Administration no later than 180 days after the date of the alleged discrimination.

**Augusta, Georgia Title VI Complaint Form**

File # _____

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of **race**, **color**, or **national origin** in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

The Title VI of the Civil Rights Act of 1964 guarantees fair treatment for all people and provides for Augusta Georgia through the Title VI Coordinator, Augusta Planning and Development Department (APDD), and Augusta Transit (AT), to identify and address, as appropriate, disproportionately high and adverse effects of its programs, policies, and activities on minority and low-income populations, such as undertaking reasonable steps to ensure that Limited English Proficient (LEP) persons have meaningful access to the programs, services, and information.

Augusta Georgia through the Title VI Coordinator, APDD, and AT works to ensure nondiscriminatory transportation in support of our mission to provide quality, dependable, safe, accessible, and affordable transit service, to enhance the social and economic quality of life for all citizens of Augusta-Richmond County and ARTS/MPO area. The Title VI Coordinator is responsible for the Civil Rights Compliance and Monitoring to ensure non-discriminatory provision of transit services and programs.

Complainant Name _____

Mailing Address _____

Telephone Numbers _____
(Home) (Work)

Email Address _____

List type of discrimination (please check all that apply):

Race Color National Origin

Other _____

Please indicate your race/color, if it is a basis of your complaint _____

Please describe your national origin, if it is a basis of your complaint _____

Location where incident occurred _____

Time and date of incident _____

Name/Position title of the person who allegedly subjected you to Title VI discrimination:



Briefly describe the incident (use a separate sheet, if necessary):

Did anyone else witness the incident? Yes No

List witnesses (Use a separate sheet, if necessary)

Name _____

Address _____

Telephone Number _____

Name _____

Address _____

Telephone Number _____

Have you filed a complaint about the alleged discrimination with the Federal Transit Administration?

Yes No If yes, when? _____

Signature

Date

Appendix F

Public Participation Plan (PPP)

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AUGUSTA REGIONAL TRANSPORTATION STUDY PUBLIC PARTICIPATION PLAN



Augusta Planning & Development Department
535 Telfair Street, Augusta, GA 30901
Phone: (706) 821-1796
Fax: (706) 821-1806
Web: <https://www.augustaga.gov/2119/Public-Outreach>

This public participation process for the Metropolitan Transportation Plan, Transportation Improvement Program, Special Projects, other plans and programs satisfies the Federal Transit Administration's Program of Projects public participation requirement for Georgia Department of Transportation and participating transit grantees in the ARTS urbanized area, including Augusta Public Transit and Lower Savannah Council of Government in South Carolina part of the urbanized area served by Best Friend Express and Dial-a-Ride transit system.

Amended and Adopted December 7, 2017
Revised June 30, 2017
Amended September 6, 2012
Revised 2021

AUGUSTA REGIONAL TRANSPORTATION STUDY

PUBLIC PARTICIPATION PLAN

Augusta Planning & Development Department
535 Telfair Street, Augusta, GA 30901
Phone: (706) 821-1796
Fax: (706) 821-1806
Web: <https://www.augustaga.gov/2119/Public-Outreach>

"No person in the United States shall, on the grounds of race, color, sex, age, national origin, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity as provided by Title VI of the Civil Rights of 1964, the Civil Rights Restoration Act of 1987, and any other related non discrimination Civil Rights laws and authorities under any program or activity receiving federal financial assistance." (Pub. L. 88-352)

Amended and Adopted December 7, 2017
Revised June 30, 2017
Amended September 6, 2012
Revised 2021

USDOT/FHWA/FTA:

The contents of this report reflect the views of the persons preparing the document and those individuals are responsible for the facts and the accuracy of the data presented herein. The contents of this report do not necessarily reflect the views or policies of the Georgia Department of Transportation, South Carolina Department of Transportation, the Federal Highway Administration, or the Federal Transit Administration. This report does not constitute a standard, specification, or regulation.

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A. The Purpose of a Public Participation Plan

The public participation plan seeks to establish a model and forum to ensure timely and meaningful public input into the metropolitan transportation planning process. The plan outlines the process to engage all interested parties in planning the regional transportation network and the development of major transportation studies undertaken as part of the ARTS. The overall objective is to provide a process that is proactive, provides complete information, timely public notice, full public access to key decisions, and opportunities for early and continuing involvement.

The Federal-Aid Highway Act of 1962 established the requirement for transportation planning in urban areas throughout the country. In order to create an environment for sustained economic growth, efficient resource consumption, modal safety, and multimodal transportation planning, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law on July 6, 2012. Building on the legacy of the previous Federal laws governing surface transportation funding, MAP-21 reinforces the 3-C principles of planning, e.g., cooperative, continuous, and comprehensive. The public participation plan seeks to fully demonstrate the 3-C principles of planning.

The ARTS planning process is cooperative, continuous, and comprehensive. The planning process is cooperative because it brings together local elected officials, state and federal transportation personnel, citizens, and other interested parties to plan and program transportation projects. ARTS participants continuously evaluate transportation needs and plan for long-term improvements. The ARTS process is comprehensive because it considers all modes of transportation, including cars, trucks, buses, airplanes, railroads, bicycles, and pedestrians.

The Fixing America's Surface Transportation Act (FAST Act), signed into law on December 4, 2015, and emphasizes public involvement as a hallmark of the planning process. The regulations implementing FAST require that the Metropolitan Planning Organization (MPO) develop and use a participation plan that provides a variety of stakeholders the opportunity to participate fully in the regional transportation planning process. The regulations require that the MPO board include officials of public agencies that administer or operate major modes of transportation, including providers of public transportation. FAST and the regulations require that the development of the regional transportation plan and transportation improvement program be developed in consultation with agencies and officials responsible for other planning activities in the region.

B. Metropolitan Planning Organization: Augusta Regional Transportation Study (ARTS)

ARTS is the regional transportation planning process for the Augusta, GA – Aiken, SC urbanized area. The Augusta Planning & Development Department (APDD) coordinates the transportation planning process for the ARTS by achieving the following:

- Providing information and technical support to all of the committee members.
- Preparing documents, studies, programs, and plans.
- Fostering interagency coordination across all of the committees and other sub or ad-hoc committees.
- Facilitating input and feedback from the public.
- Recommending documents/processes to the committees for approval.

1. MPOs Function

As the regional transportation policy-making and planning body, the MPO seeks to ensure that federal and state spending on transportation occurs through a comprehensive, cooperative, and continuing process. ARTS functions can be classified into four goals:

- 1) Establish a setting that is fair and impartial
- 2) Evaluate transportation alternatives
- 3) Cooperatively develop, update, and approve:
 - Unified Planning Work Program (UPWP)
 - Metropolitan Transportation Plan (MTP/formerly LRTP)
 - Transportation Improvement Program (TIP)
- 4) Involve the public (residents and key affected groups)

2. ARTS-MPO Area Makeup (Land Mass, Population, Jobs, Residents and Boundary Map)

The ARTS area includes the urbanized part of the Augusta region, as defined by the U. S. Bureau of Census, and the area expected to become urbanized over the next twenty years. The study area encompasses 793 square miles and includes all of Richmond County, Georgia, part of Columbia County, Georgia, the Fort Gordon Military Reservation, part of Aiken County, South Carolina, and part of Edgefield County, South Carolina. Incorporated places within the study area include the Georgia cities of Augusta, Hephzibah, Blythe and Grovetown, and the South Carolina cities of Aiken, North Augusta, New Ellenton, and Burnetown. The Savannah River bisects the study area. Interstate 20 crosses the study area and connects to the I-75 and I-85 corridors in Atlanta, the I-26 and I-77 corridors in Columbia, South Carolina, and the I-95 corridor in Florence, South Carolina (*Figure 1*).

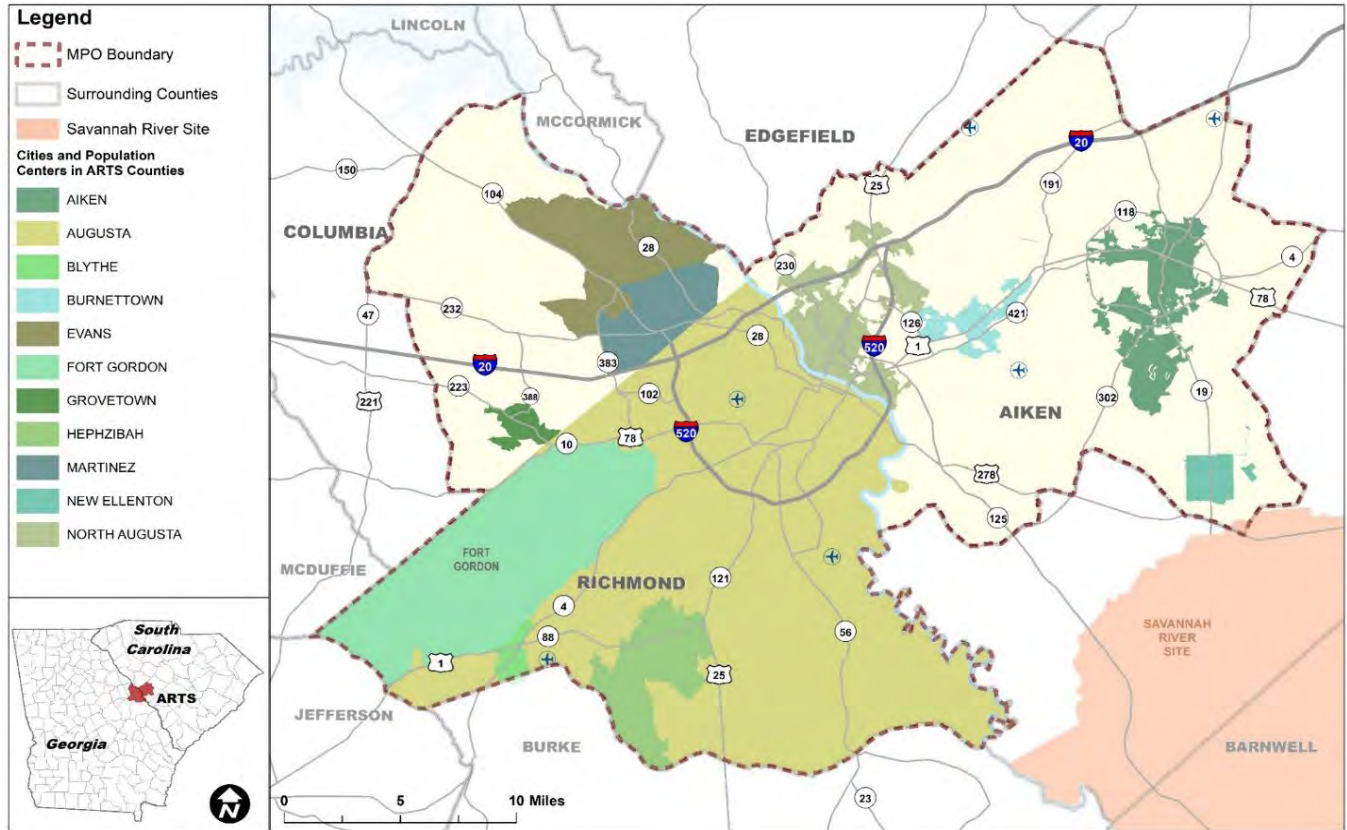


Figure 1: ARTS Planning Area

C. ARTS Organizational Structure

The ARTS planning process is implemented by four (4) committees: The Policy Committee (PC), the South Carolina Policy Subcommittee, the Citizens Advisory Committee (CAC), the Technical Coordinating Committee (TCC). The South Carolina Technical Coordinating Committee is also involved in the process. *Figure 2* shows the basic organizational structure of the ARTS.



Figure2: ARTS Organizational Structure

The *Policy Committee* meets bi-monthly and is responsible for prioritizing and making final decisions on ARTS planning, projects, and programming issues. Voting members of the committee include local elected officials, representatives of the Georgia and South Carolina Departments of Transportation, representatives of the public transit agencies, and the Garrison Commander at Fort Gordon. The South Carolina Policy Subcommittee serves in an advisory capacity to the ARTS Policy Committee and is responsible for ensuring that the South Carolina portion of ARTS is kept up-to-date. The South Carolina Subcommittee is comprised of local elected officials (voting members), and federal, state, and local appointed personnel (nonvoting members) representing the South Carolina part of the study area.

The *South Carolina Policy Subcommittee* serves in an advisory capacity to the Policy Committee and coordinates projects in the South Carolina part of the study area. The Subcommittee meets quarterly and includes local elected officials and federal, state, and local appointed personnel.

The *Technical Coordinating Committee* (TCC) is responsible for completing all technical work related to the ARTS planning process. The TCC maintains all of the required transportation-related documentation and serves in an advisory capacity to both the Policy Committee and Citizens Advisory Committee. The TCC is comprised of transportation engineers, planners, and managers from the federal, state, and local levels.

The *Citizens Advisory Committee* (CAC) is responsible for providing citizen input on all aspects of the ARTS planning process. The CAC is comprised of citizens from throughout the urban area. The role of the CAC is crucial to the success of the ARTS transportation planning process. The committee is responsible for advising the Policy Committee on public concerns and opinions regarding the ARTS study findings and recommendations. Its duties include providing a forum to obtain public views on transportation issues and problems, reviewing transportation reports and recommendations to ensure that local goals are considered, and directing issues of public concern to the attention of the TCC and PC.

APDD also works with several ad-hoc and advisory committees such as the Transit Citizen Advisory Committee for the Augusta Public Transit. The MPO also collaborates with SC ARTS Bicycle and Pedestrian Committee (BPAC) which was formed in June 2013, and its mission is to advise SC ARTS and the County and Local Jurisdictions on implementation of the Urbanized Aiken County Bicycle and Pedestrian Plan and other opportunities to promote safe bicycling and walking in Aiken County.

D. PARTICIPATION STRATEGY

The ARTS PP encompasses six (6) components: Consultation, Public Access, Public Outreach and Education, Public Input, Evaluation of Public Participation Plan, and Public Participation Reports.

1. Consultation

OBJECTIVE: To ensure that major regional transportation documents, including the Participation Plan, are developed in consultation with the general public and other interested parties and reflect existing and future plans for the development of the region. This also involves efforts to identify and include all interested parties in the transportation planning process. The following strategies achieve this objective:

Consultation Strategies

1. The ARTS staff has identified and involved groups that are traditionally underserved in the transportation planning process. The ARTS staff will create and initiate a method (through census, GIS, or other similar means) to identify those communities with high concentrations of minority, low-income, disabled and elderly populations. In addition, the staff will also identify media that serves these communities and maintain a mailing/contact list to notify these media outlets of all regularly scheduled ARTS committee meetings.
2. Transportation plans, programs, and studies shall be prepared and/or amended by the MPO in consultation, as appropriate, with agencies and officials responsible for other planning activities in the study area. This consultation shall include, as appropriate, contacts with state, local, Indian Tribe, and private agencies responsible for planned growth, economic development, environmental protection, airport operations, freight movements, land use management, natural resources, conservation, and historic preservation.
3. During the development of the ARTS transportation planning documents, available plans, maps, and inventories from state and local resource agencies will be reviewed to determine which resource will be directly or indirectly affected by the plan or program. The consultation process will include the following steps:
 - Initial identification of the resources and responsible agencies likely to be affected by the plan or program.
 - A review of available information (plans, maps, and inventories) derived from agency websites, and all other sources.
 - Consult with the responsible agency or agencies regarding the potential impact of the plan or program.
 - Document the action taken in the consultation process, including acknowledging the receipt of comments and suggestions from resource agencies, for inclusion in the ARTS MTP and TIP.
4. The transportation plans and programs prepared by the MPO shall be completed with consideration of governmental agencies and nonprofit organizations (including

representatives of the agencies and organizations) that receive federal assistance from a source other than the U.S. Department of Transportation.

5. MPO staff will partner with all local media outlets, be guest speakers, interview, and engage them in the public participation process.
6. ARTS will coordinate outreach efforts with GDOT and SCDOT when the DOTs are conducting public meetings on transportation projects in the region. When a public meeting is held by SCDOT in the ARTS planning area, this public meeting will be in lieu of a public meeting by ARTS staff. SCDOT will notify ARTS staff of such public meetings, use local media, and outreach strategies for public notification.

2. **Public Access**

OBJECTIVE: To ensure that the general public and other interested parties have timely and convenient access to agendas, meetings, documents, and other information related to the regional transportation planning process. The following strategies achieve this objective:

Public Access Strategies

1. All ARTS plans and documents are available for the public to review at the ARTS office. Copies and summaries of draft documents also will be available for public review in planning offices and other locations in Richmond, Aiken, Columbia, and Edgefield counties (see Appendix for locations). **Single copies of the adopted ARTS plans and documents shall be provided free of charge upon request.** All participating agencies receive copies of the Transportation Improvement Program (TIP) and the Metropolitan Transportation Plan (MTP).
2. Updates to amendments of the MTP and TIP will be available for a 21-30-day public review and comment period.
3. The development of the ARTS Participation Plan, and any amendments to the plan, will be subject to a 45-day public review and comment period.
4. The MPO shall provide reasonable access to technical and policy information used in the development of the transportation planning plans, programs, and studies.
5. The MPO shall provide, upon request and 48-hour notice, assistance to those with special needs, at ARTS meetings.
6. Public meetings will be held at convenient and accessible locations and times. All ARTS meetings, public hearings, and formal events of the ARTS shall be held in facilities that are accessible by persons with disabilities. Generally speaking, meetings will be held at public facilities (see Appendix for locations), on weekday evenings, and at locations that are handicapped accessible and served by public transit.
7. Virtual meetings, voting, and surveys will be part of the ARTS platform, and whenever possible ARTS meetings will be streamed online and/or recorded and archived for viewing by the public on the ARTS web page.

8. ARTS maintains and updates a website and online public forum ensuring all project information is made available to the public for review, comments, and general knowledge. This website and public forum are located at www.augustaga.gov/arts and <http://www.augustaga.gov/2135/Online-Public-Forum>
9. Ensure that adequate transportation options are available to and from venue locations to constituents who would like to attend a meeting.
10. Consider a safe, supervised area for children who come with a parent or legal guardian to the meetings.
11. Disabled persons should contact the Augusta Planning and Development Department for assistance.

3. Public Outreach and Education

OBJECTIVE: To use effective tools and techniques to provide information about the regional transportation plans and issues to the general public and other stakeholders. The desired outcome is that the public provides meaningful input on a transportation plan or issue-based upon accurate and complete information and the potential impact of alternative actions. The following strategies achieve this objective:

Public Outreach and Education Strategies

1. The MPO shall maintain and update a list of stakeholders, and potential stakeholders, for disseminating information about ARTS transportation plans and projects. Special attention is given to Environmental Justice population groups. This involves GIS mapping to identify underserved population groups, including:
 - a. Minorities
 - b. Low-income
 - c. Elderly
 - d. Households with No Vehicle Available
 - e. Hispanic
2. Use the following tools and techniques to inform the media, general public, and other interested parties about transportation plans, programs, and activities:
 - a. **Press Releases** – Used to announce upcoming meetings and activities and to provide information on specific issues related to transportation planning.
 - b. **Print Display Ads** – Used to advertise public meetings and review and comment periods for transportation plans and projects. Display ads are published in area newspapers and distributed at public facilities throughout the ARTS area.
 - c. **Fact Sheets and Brochures**– Used to provide general information about ARTS plans and programs, such as the MTP, TIP, and Unified Planning Work Program (UPWP). Fact sheets are to be available in print and electronic format. Brochures will be used to provide summary information about ARTS and its transportation planning activities.

- d. **Direct Mailings** – Used to advertise public meetings and review and comment periods for transportation plans and projects, or to provide information to a targeted area.
 - e. **Flyers and Bill Drop** – Flyers in multiple languages will be included in all water bills detailing the location and time of all public meetings. The languages include Korean, Chinese, Spanish, and English. Examples of community meeting flyers in these languages are found in the appendix.
 - f. **ARTS Newsletter** – A quarterly publication used to provide information on transportation issues, projects, documents, contacts, and resources.
 - g. **ARTS Website** – Used to display general information about ARTS, copies of major ARTS transportation documents, committee meeting schedules, agendas and minutes, project updates, and the ARTS Newsletter. The website is also used to advertise public meetings and review and comment periods for transportation plans and projects.
 - h. **Speaking Engagements** – The MPO staff is available to speak to civic groups, neighborhood associations, and other interested parties about ARTS transportation planning and projects.
 - i. **Social Media** – ARTS maintains and updates a Facebook and Twitter site providing information on public meetings, events, and gathers information from them.
 - j. **Live-ARTS** will use social media platforms to live stream and record meetings and events while garnering public opinion on proposed initiatives.
 - k. **Surveys**- ARTS will use online surveys to expand the reach and receipt of public comments.
3. All ARTS meeting agendas will be distributed at least seven (7) days in advance to all committee members, area media outlets, and other interested parties. Agendas and minutes of meetings will be posted on the ARTS website.
 4. All public meeting notices will be published at least seven (7) days in advance of the meeting date or the start of the review and comment period. The notices also will be posted on the ARTS website.
 5. Letters of introduction will be sent to the media outlets in the ARTS region. These letters will highlight the public involvement objectives of advertising meetings or publicizing press releases through the media.
 6. Two-color or full-color formats will be considered for print advertisements. Color captures the reader's attention and has the potential of increasing the readership of the advertisement or announcement. The placing of color ads will be weighed against the advertising costs and the return on investment (i.e., the numbers of persons responding to the ad or notice).
 7. Actively pursue speaking engagements at various venues and meetings. ARTS staff will proactively identify upcoming meetings and establish contact with meeting hosts in order to seek speaking opportunities.

- a. For example, meetings of the Rotary Club, Kiwanis Club, neighborhood associations, or homeowners associations provide opportunities for speaking engagements.
- 8. Develop active partnerships with ARTS regional leaders, e.g., commissioners. ARTS staff will seek interviews or meetings with ARTS regional leaders in order to increase their awareness of ARTS and ultimately seek their buy-in as ARTS ambassadors.
- 9. Participation will be sought in ARTS regional events, e.g., community fairs, church meetings, cultural festivals. Several of these events occur throughout the years in the ARTS region and can provide informal speaking engagements for ARTS staff or distribution opportunities of ARTS materials.
- 10. Hosting meetings at smaller more localized venues. Through dialogue with community associations, ARTS will seek to host meetings at more localized venues, e.g., churches, neighborhood association meetings, etc. Hosting meetings at localized venues may require fewer resources in terms of person hours and facility set-up, be more conducive to increasing diversity in meeting attendees and increase ARTS awareness as ARTS will piggyback on a meeting that was already scheduled.
- 11. Encourage involvement by educational institutions. Increasing ARTS awareness and involvement by students may be achieved by ARTS presentations at careers days, guest lectures, or seeking ideas from students as to how they see the ARTS region in 2050.
- 12. Television and Radio engagements. It is proposed that local television and radio engagements will be pursued significantly increasing public awareness about ARTS's purpose and initiatives. ARTS representatives may seek to be invited as a guest on a local TV or radio program to field questions from listeners or viewers.
- 13. ARTS website and social media. Active and more aggressive use will be made by strengthening the ARTS online presence and engaging social media. Currently, all ARTS announcements, documentation, funding opportunities, etc., are available online.
- 14. Additional opportunities for public comment will be provided on revised regional transportation plans if changes were made to the draft document provided during the formalized public review and comment process. This includes both administrative modifications and amendments. The public will have the opportunity to view the changes on the ARTS website and/or the online public forum mapping application. ARTS MPO staff will accept comments through all communication formats identified in the Public Participation Plan.

4. Public Input

OBJECTIVE: To obtain meaningful and diverse input from the general public and other interested parties on regional transportation needs, plans, programs, and activities. Inherent in this objective is the MPO's responsibility to provide timely response to public input, document input, and recommend plans changes/amendments based on public comments and suggestions.

Public Input Strategies

1. **Identify Interested Parties** – An interested party or stakeholder is defined as any person or group that is affected by a transportation plan, program, or project, including those who may not be aware that they are affected. Stakeholders may include the general public; environmental, health, neighborhood, citizen, and civic organizations; traditionally underserved communities, such as people with disabilities, low income, and minorities; as well as affected public agencies. This list of interested parties will include, but is not limited to:
 - Neighborhood & Homeowners Associations
 - Civic Associations
 - Special interest groups
 - Chambers of Commerce
 - Ministerial Associations
 - Speaker's Bureau
2. **Citizens Advisory Committee** – The ARTS Citizens Advisory Committee will continue to be a source of ongoing input on behalf of the public. Efforts will be made to ensure that the committee membership reflects the diverse needs and interests of the region.
3. **ARTS Committee Meetings** – The ARTS committee meetings will be a regularly-scheduled forum for the discussion of, and updates on regional transportation needs, plans, programs, and activities.
4. **ARTS Public Meetings** – ARTS public meetings will be held in conjunction with the update of the MTP and the TIP, and the development of any special studies related to regional transportation issues.
5. **Comment Cards** – Comment cards will be distributed at public meetings to obtain feedback on regional transportation needs, plans, programs, and activities.
6. **Project Steering Committees** – Ad-hoc committees will be used as needed to coordinate and participate in the completion of special regional transportation studies. Committee members will participate in facilitated meetings/workshops, complete surveys, and provide input during all phases of the study (e.g. needs assessment, background research, setting goals, objectives, and strategies, identifying projects). Project steering committees have been used effectively in past special studies.
7. **Surveys** – Surveys will be used to obtain information from the public and other stakeholders.

8. **Online Surveys.** A variety of online survey tools like Survey Monkey will be used to evaluate ARTS constituents' views and perspectives on ARTS issues. Online surveys have the potential to reach a significantly wider audience in the ARTS region.
9. **Wireless polling.** Wireless polling offers the ability to conduct surveys during a meeting and provides immediate feedback to participants. Wireless polling allows participants to provide input anonymously, and the results are used in planning documents.
10. **Visualization Techniques** – The MPO will use GIS maps, sketches, drawings, and similar tools at public meetings to convey information and elicit public input about transportation plans and projects.
11. **Project Web Pages** – Project web pages will be used in conjunction with special studies to provide information and elicit input on the planning process, project schedule, and project updates. Project web pages may include surveys and comment cards.
12. **ARTS Public Forum** – An online tool informing the public about project specifications and gathering input from them.

5. *Evaluation of Participation Plan*

OBJECTIVE: To continually evaluate the effectiveness of the strategies, tools, and techniques used as part of the Participation Plan. The desired outcomes include increased public involvement in, and awareness of, the regional transportation planning process, and the use of tools and techniques that generate increased public input in regional transportation plans and programs.

Evaluation Strategies

The MPO will use the following mix of quantitative and qualitative criteria to evaluate the effectiveness of public participation tools and techniques used in the regional transportation planning process.

1. Clarity and adequacy of presentation materials, displays, and materials can be measured by the percentage of attendees who found presentation materials, displays, and materials visually appealing.
2. Comment forms or questions can be measured by the number of completed comment forms returned and the number of questions asked at community meetings.
3. Community meeting evaluation forms can be measured by the percentage of attendees completing the forms.
4. Community transportation surveys can be measured by persons completing online surveys and the percentage of attendees at community meetings completing the survey.
5. The convenience of community meeting venue locations can be measured by the percentage of meeting attendees satisfied with venue location.
6. Engage citizens and other public at public events can be measured by the number of meetings and attendees.
7. Engage citizens at private or civic events can be measured by the number of meetings and attendees.
8. Engage citizens from environmental justice populations can be measured by meetings in environmental justice areas.
9. Inquiries from the public can be measured by the percentage of attendees who felt questions were answered adequately.
10. The nearness of community meeting venues to public transit can be measured by the number of meetings within ¼ mile of a transit stop.
11. Newspaper and legal advertisements can be measured by the number of newspapers and public notices published.
12. Public awareness of community meetings can be measured by the percentage of attendees hearing about community meetings from different sources.

13. Understanding of presentations, map displays, and materials can be measured by the percentage of attendees who had a clear understanding of presentations, map displays, and materials
14. The number of media interviews and appearances.
15. Online presence and accessibility can be measured by the number of visits, aka "hits", and downloads from the website.

6. *Public Participation Reports*

OBJECTIVE: To document all public outreach and gathering activities, consolidate all information into clear and a concise report, and demonstrate to the public how their involvement shapes regional transportation planning. This is an essential component of the transportation planning process.

Public Participation Strategies

1. Goal Setting Survey – All plans consist of goals and objectives. The public plays a critical role in determining the goals and objectives of all transportation plans. They provide information through surveys, questionnaires, and comments.
2. Meeting Evaluation Survey – The public also provides invaluable information on public meeting access, comfort, convenience, legibility, opportunity to get answers, sufficient information, and other qualitative factors shaping public meetings.
3. Public Transit Surveys – ARTS staff periodically travels via public transit vehicles and engages riders in conversation, gathering information from them regarding public transit service. Public transit agencies use the survey results to improve public transportation service.

E. Inclusive Involvement

1. Limited English Proficiency (LEP)

Limited English Proficiency Plan

Executive Order 13166, titled Improving Access to Services for Persons with Limited English Proficiency, was signed by President Clinton on August 11, 2000. The purpose of this executive order was to ensure that people who had very limited ability to read, write, and speak English were provided the necessary assistance so they may access the same service as those who knew English proficiently. This order was geared to safeguard the use of federal funds. Each Federal agency is required to follow Title VI stipulations; any agency receiving federal funds is equally required to follow them as well. U.S. Department of Transportation's publication of *Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient Persons* ensures people are not excluded from DOT-assistance programs and activities simply due to communication.

Elements

The essential elements of a Limited English Proficiency Plan are as follow:

1. Identification of LEP persons
2. Identification of Language Assistance
3. Training Staff
4. Notices to LEP persons

Four-Factor Analysis

The first two elements – Identification of LEP Persons and Language Assistance - are conducted through a four-factor analysis as stipulated in the Department of Transportation's guidance these factors include:

1. Number or Proportions of LEP persons in ARTS
2. Frequency of LEP persons contact with ARTS
3. Nature or importance of the program for LEP persons
4. Available resources and overall costs

Safe Harbor Stipulation

This stipulation of Title VI provides recipients of federal funds an absolute means of verifying their compliance with Limited English Proficiency requirements through written translation. Safe Harbor is met when agencies provide a written translation of all vital documents for any language for groups of people that constitute 5% or 1,000 – whichever is less – of the people serviced by the agency. Not providing all translation does not constitute a breach of safe harbor, but is simply a guideline in the event they seek to ensure absolute compliance. Oral communication can also be conducted in situations where extensive writing may overburden the agency.

LEP Plan Development

ARTS uses the Four-Factor Analysis to identify the number of LEP persons, the frequency of LEP persons utilizing the regional transportation planning program, the nature of the program, and the availability and cost of resources. Data is compiled using the U.S. Census and the MTP.

LEP Notifications

ARTS regularly publicizes a newsletter in a variety of languages to ensure LEP persons are kept up to date on local transportation planning projects. ARTS also publicize through a variety of media informing LEP persons about public transportation projects, services, and meetings. Examples include:

- Signs in Spanish and Asian on buses and at transit stations
- Local newspapers, news outlets, television and radio stations
- Neighborhood and faith-based organizations, as well as stakeholder groups
- Presentations in schools, civic leagues, and speaker bureaus

Monitoring and Updating the LEP Plan

The LEP Plan is monitored and updated along with the ARTS Participation Plan. Both plans are also part of the ARTS MTP and updated accordingly. All documents are available to the public in any language they require.

LEP Complaint Processing

The public can use the Title VI Complaint forms for any violations they feel may have been made against them in regards to the LEP Plan. The Title VI Complaint Form is included in the Appendix, as well as online.

2. Georgia's Open Meetings Law (Georgia Code 50-14-1)

Georgia's Open Meetings Law requires state and local governmental bodies to conduct business so citizens can review and monitor their elected officials and others working on their behalf. The law requires that government meetings be open to the public and governmental bodies provide reasonable notice of all meetings. (*Georgia's Sunshine Laws: A Citizen's Guide to Open Government, Office of the Georgia Attorney General, 2001*)

3. South Carolina's Open Meeting Law (South Carolina Code 30-4-60)

The South Carolina General Assembly finds that it is vital in a democratic society that public business be performed in an open and public manner so that citizens shall be advised of the performance of public officials and of the decisions that are reached in public activity and in the formulation of public policy. Toward this end, provisions of this chapter must be construed to make it possible for citizens, or their representatives, to learn and report fully the activities of their public officials at a minimum cost or delay to the persons seeking access to public documents or meetings.

4. Georgia Open Records Process (Georgia Code 50-18-70)

Open records requests may be made to any custodian of the desired records. A written request is not required but is advisable to eliminate any dispute as to what was requested or when the request was made. The records custodian is allowed a "reasonable amount of time" to determine

whether the records requested are subject to access under the Law. However, the custodian must respond to all requests within three business days.

If the records exist and are subject to inspection but are not available within three business days, a written description of such records and a timetable for their inspection and copying must be provided within that time. Records maintained by computer shall be made available where practicable by electronic means, including Internet access, subject to reasonable security restrictions preventing access to none requested or none available records. If access to a record is denied in whole or in part, the records custodian must provide in writing the specific legal authority exempting such record from disclosure. (*Georgia's Sunshine Laws: A Citizen's Guide to Open Government, Office of the Georgia Attorney General, 2001*)

5. The Americans with Disabilities Act of 1990

The Americans with Disabilities Act (ADA) became law in 1990. The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the public. The purpose of the law is to make sure that people with disabilities have the same rights and opportunities as everyone else. The ADA is divided into five titles (or sections) that relate to different areas of public life. Title II of the act prohibits discrimination based on disability by "public entities," which are programs, services, and activities operated by state and local governments.

F. Environmental Justice

Both FTA and FHWA are unique in that they address Title VI and Environmental Justice as a means to ensure local jurisdictions receiving their funds comply with federal regulations. The primary goal of the ARTS Participation Plan is to ensure all transportation plans and programs are accessible to all people regardless of race, national origin, or income, including meaningful participation in the planning process. Environmental Justice Analysis is used by ARTS to determine community meeting venues. Appendix J includes a detailed analysis of Environmental Justice in the study area.

Environmental Justice is defined by the U.S. Environmental Protection Agency, Office of Environmental Justice, as "the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies."

Executive Order 12898, Environmental Justice in Minority Populations and Low-Income Populations, 1994, directs federal agencies to make achieving environmental justice part of their mission. The order highlights Title VI of the Civil Rights Act of 1964, which prevents discrimination of any kind by any programs receiving financial assistance from the federal government.

Executive Order 12898 requires Federal agencies to achieve environmental justice by identifying and addressing disproportionately high and adverse human health or environmental effects, including the interrelated social and economic effects of their programs, policies, and activities on minority populations and low-income populations in the United States.

Adverse effects are defined by the Department of Transportation as predominately borne by a minority or low-income population, and the burdens imposed area appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority and non-low-income population.

Environmental Justice operates in tandem with Title VI of the Civil Rights Act of 1964 to ensure everyone's transportation needs are met, that the benefits and burdens of transportation projects are distributed evenly, adverse effects are mitigated and there is no presence of discrimination at any level.

Regulations and Circulars

FHWA Order 6640.23 Purpose: This directive establishes policies and procedures for compliance with Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (EO 12898). FTA circular 4703.1 is an equally valuable resource for Environmental Justice. FTA Circular 4703.1 Purpose: Provide recipients of Federal Transit Administration financial assistance with guidance in order to incorporate environmental justice principles into plans, projects, and activities that receive funding from FTA.

FTA Principles of Environmental Justice:

- Avoid disproportionately high and adverse human and environmental effects
- Ensure full and fair participation by all potentially affected communities
- Prevent the denial, reduction, or delay in benefits

U.S. Department of Transportation (DOT) defines guiding Environmental Justice principles as:

- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority and low-income populations.
- Ensure full and fair participation by all potentially affected communities in the transportation decision-making process.
- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority or low-income population.

As indicated in the Executive Order, the foregoing requirements are to be carried out to the greatest extent practicable, permitted by law, and consistent with the principles set forth in the report on the National Performance Review. Compliance with FHWA and FTA is a key element in the environmental justice strategy adopted by FHWA to implement Executive Order 12898 and can be achieved within the framework of existing laws, regulations, and guidance.

Definitions of Minority and Low-Income under FHWA Order 6640.23 and FTA Circular 4703.1

- **Minority** – a person who is Black or, Hispanic or Latino, Asian American, American Indian, and Alaskan Native, or Native Hawaiian and Other Pacific Islander including elderly and disabled.
- **Low-Income** – a person whose household income is at or below the 150% of the Department of Health and Human Services (HHS) poverty guidelines.

FTA recommends local authorities establish their own thresholds similar to those used when applying for programs such as Community Services Block Grant. They are investigated independently but their results may overlap. In an effort to ensure a more comprehensive Environmental Justice analysis, ARTS methodology incorporates three additional socioeconomic categories: Elderly (65 years old and over), Vehicle Limitation (one vehicle or less), and Hispanic population.

The changing landscape of Federal policies plays an important role in setting guidelines and regulations, influencing the state and regional transportation planning process. The most recent transportation laws include:

- Intermodal Surface Transportation and Efficiency Act of 1991 (ISTEA)
- Transportation Equity Act of 21st Century of 1994 (TEA-21)
- Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users of 2005 (SAFETEA-LU)
- The Moving Ahead for Progress in the 21st Century Act of 2012 (MAP-21)
- The Fixing America's Surface Transportation Act (FAST) of 2015

Of these laws, the U.S. Department of Transportation, Federal Transit Administration continues to enforce SAFETEA-LU for projects funded in Fiscal Year 2012 and prior years that are still not completed. All of these are also reflected in the Georgia Department of Transportation's Environmental Justice Identification and Proposed Outreach Report. Both GDOT and ARTS are subject to FHWA and FTA regulations. ARTS is further required to meet these requirements through the FHWA certification review process. The ARTS Environmental Justice Plan promotes a fair transportation planning process while meeting state and federal requirements.

1. **Analysis Method**

FHWA and FTA provide MPOs with the Environmental Justice Planning Guidelines necessary to meet federal Title VI regulations. These terms and analytical concepts in the guidelines include:

Minority Population – any readily identifiable groups of minority persons who live in geographic proximity, and if circumstances warrant, geographically dispersed/transient persons who will be similarly affected by a proposed USDOT program, policy, or activity.

Low-Income Population – any readily identifiable groups of low-income persons who live in geographic proximity, and if circumstances warrant, geographically dispersed/transient persons who will be similarly affected by a proposed USDOT program, policy, or activity.

Disabled Population – people with mobility and/or self-care limitations.

Elderly Population – people 65 years and older.

Children – people 16 years and younger.

Adverse Effects – means the totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects such as increased traffic congestion, isolation, exclusion within a given community or denial of, reduction in or significant delay in the receipt of benefits by minority and low-income populations.

Disproportionately high and adverse effect on Minority and Low-Income Populations – Adverse Effect that is primarily on a minority and/or low-income population or they suffer a great adverse effect than non-minority and/or non-low-income population.

Benefits – Specific project, corridor or sub-area, benefits are in the purpose and needs statement. How the Long Range Transportation Plan and Transportation Improvement Program promotes safety, mobility, economic productivity, human and natural environment, and other goals identified in the local plans for all population served by the transportation agency.

Evaluation is based on:

1. Identification of impacts
2. Quantitative and qualitative tests on positive and negative impacts

2. ARTS Methodology

The ARTS Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP) include certain principles to address Environmental Justice:

1. Identify, address, and ensure there are no disproportionate or adverse impacts on regional communities, especially minority and low-income populations.
2. Promote and market full and fair participation by all residents and communities in the planning process through the Participation Plan.
3. Assure benefits from federal transportation projects and programs are received equally in all populated areas.

ARTS utilizes a simplified version of GDOT's Environmental Justice Planning Guidelines as their procedures while following strict FTA analysis standards:

1. **Analysis:** Identify Target Population, burdens, and benefits and correlate them to one another
2. **Plan:** Present mitigation strategies for identified burdens and make Environmental Justice Recommendations
3. **Public Involvement:** Document public participation methodologies used
4. **Implementation:** Evaluate the implementation of the Environmental Justice process as part of the public involvement process

3. Unit of Geographic Analysis

The ARTS area includes all of Richmond County and portions of Columbia, Aiken, and Edgefield counties. This area consists of 95 census tracts, all with data provided by the U.S. Census and based on their TIGER/Line Data files. The primary data used for all Environmental Justice analysis is the five-year, 2008-2012 American Community Survey and 2010 Decennial Census data.

4. Environmental Justice Criteria and Measurement

Data is compiled for each census tract for the following population and household groups:

- Non-Hispanic Minority Population
- Hispanic Minority Population
- Elderly Population (65 and over)
- Low-Income Population (150% HHS Poverty Guidelines)
- Households with No Vehicle Available

Determine Disproportionate High and Adverse Effect

Socioeconomic data is compiled for the ARTS area. The Environmental Justice analysis determines if there are any adverse impacts on the community cohesion and economic vitality based on the following thresholds – elderly, minority Hispanic, minority non-Hispanic race, low-income, and vehicle limitation – rather than just two as recommended by FTA and DOT. These five criteria and their relationship to one another also help determine if there are any adverse effects related to a proposed transportation project in the study area.

5. Effect Analysis

Environmental Justice factors are also studied in conjunction with one another. Individual census tracts may meet multiple criteria. These particular census tracts are considered highly and adversely affected. A second analysis of each individual census tract, based on thresholds for each category, is conducted to determine which census tracts are adversely affected and to what extent. The results of this analysis are summarized in the Environmental Justice map (Figure 10) illustrating which census tracts meet single or multiple criteria based on the following classifications of adverse effects.

- Not adversely effected
- Least adversely effected (1 criterion)
- Moderate adversely effected (2 criteria)
- Severely adversely effected (3 or more)

G. Public Involvement

Input from the public is an important part of the ARTS transportation planning process. Presentations to local organizations, public meetings, and surveys are some of the methods used to obtain public input. Information obtained will be documented and incorporated into the ARTS Environmental Justice Plan.

Committee Involvement

The ARTS is composed of four committees: Citizen Advisory Committee (CAC), Technical Coordinating Committee (TCC), the South Carolina Policy Subcommittee, and Policy Committee (PC). The CAC and TCC evaluate plans, programs, and initiatives presented to them by ARTS staff and make their recommendations to the Policy Committee. The South Carolina Policy Subcommittee serves in an advisory capacity to the Policy Committee and coordinates projects in the South Carolina part of the study area. The Policy Committee makes the final decision on all plans, programs, and studies.

1. Methodology

The CAC works in conjunction with the TCC reviewing various planning documents, including but not limited to the Metropolitan Transportation Plan, Transportation Improvement Program, Congestion Management Process, Unified Planning Work Program, and Title VI Plan. Both the CAC and TCC provide comments on plans and projects and make recommendations to the Policy Committee. Staff is responsible for public outreach and education activities on behalf of ARTS, and for coordinating the completion of all work elements in the Unified Planning Work Program.

Public Participation Contacts

ARTS staff maintains a contact list that includes many individuals, neighborhood organizations, faith-based organizations, interest groups, elected and appointed officials, to name a few. The list keeps people informed about ARTS, fosters input on transportation projects and issues, and is a source of referrals to additional individuals and groups. All ARTS committee meetings are open to the public and advertised through the media. Meeting agendas are posted online and distributed to people and organizations on the contact list.

Notices are published advertising public comment periods and/or public meetings concerning the Long Range Transportation Plan, Transportation Improvement Plan, and special transportation studies. Plan documents are accessible to the public at more than thirty (30) locations in the region. These locations include public facilities, libraries, community centers, and government buildings.

Environmental Justice Issues

ARTS has publicized the Title VI Complaint Form through their webpage, so people can submit civil rights complaints related to the transportation planning process. Each complaint is given due consideration, and any problems are identified and resolved in an expedient manner.

2. Implementation

The Augusta Regional Transportation Study has always satisfied FTA requirements for Title VI. In their latest 2020 Triennial Review, they stated, "no deficiencies were found with the FTA requirements for Title VI." It is the MPO's hope this Environmental Justice Plan will demonstrate to both FTA and FHWA that the region's Environmental Justice needs are met and will continue to expand on them through their continued assistance.

3. Monitor and Update

The Augusta Planning and Development Department developed the Environmental Justice Plan with the help of local residents. It is maintained, monitored, and updated periodically by ARTS as new information becomes available

H. Specific Plan Requirements

The Augusta Regional Transportation Study is a bi-state metropolitan planning organization and as such it must adhere to the criteria set by both Georgia's and South Carolina's Department of Transportation offices. Each state has established public comment and review periods that though similar are different. ARTS has established one unified process for adoption and changes to the Public Participation Plan. However, ARTS has identified a hybrid method for obtaining compliance with both states as it pertains to the three essential transportation planning plans and programs.

1. Public Participation Plan

ARTS will provide a forty-five calendar day public comment/review period prior to the adoption or amendment of the Public Participation Plan. Notice will be advertised in the local newspaper, ARTS website, and online media platforms.

2. Adopting a New Plan or Program

The Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP), and Unified Planning Work Program (UPWP) will follow the same process for adoption. The process for adopting a new MTP, TIP, and UPWP is outlined below:

- 1. Project Submittal-** Sponsors submit detailed project information including name, location, termini, project description, length, total costs by each phase, phase years, and funding (both federal and state).
- 2. Consultation and Evaluation-** ARTS MPO Staff evaluate to ensure the project meets the goals and objectives of the long-range transportation plan.
- 3. Financial Constraint-** Fiscal constraint per phase must be reaffirmed and documented as part of the adoption process.
- 4. Prioritization of Projects-** Objectives, and goals within the long-range transportation plan in addition to project readiness and available funding must be exhibited in the ranking of projects.
- 5. Committee Review and Approval (1st Round) -** Multiple committees meet to review and reconcile the technical and procedural implications of adoption.

6. *Public Review*- The adoption of a new MTP and TIP will require a minimum of 21 days of public comment not including the first date that the notification is advertised. The UPWP will not be reviewed by the public.
7. *Committee Review and Approval (2nd Round)* - Incoming public comments are presented to staff and the committees prior to adoption by the Policy Committee.
8. *Additional Public Comment and Notification or Revisions*- In the event the draft version undergoes changes in scope, projects, funding, and character, a second round of public comments is to be afforded for 21 days, not including the initial date that the notice is advertised.
9. *Adoption by Policy Committee*- After all of the public reviews, The Policy Committee provides final review and adoptions of the new MTP, TIP, and UPWP.
10. *Publish Final Adopted Version*- ARTS MPO Staff will place the final version of the document along with a table of all the public comments on the ARTS website.

3. Amendments and Modifications to Adopted Plans and Programs

Georgia and South Carolina DOTs have two classifications for official changes: modifications or amendments. However, the DOTs differ on the criteria and timelines for modifications. ARTS MPO has two policies for amendments and modifications based on each state's guidelines.

i. *Georgia Modifications and Amendments*

- Georgia administrative modifications will not require a public review and comment period.
- Provisions of 23 CFR Part 450 for amendments require public review and comment and responses to all comments, either individually or in summary form. For amendments and modifications, there shall be a 14-day public review and comment period, not including the initial date the notice was advertised. All amendments should be approved by FHWA and/or FTA.
- For a more detailed explanation of the STIP and TIP process, see *Appendix D: Georgia STIP and TIP Amendment Process*

ii. *South Carolina Modifications and Amendments*

- South Carolina administrative modifications and Amendments will require a 21-day public comment and review period.
- For a more detailed explanation of the STIP and TIP process see *Appendix E: South Carolina and TIP Amendment Process*.

I. Appendices

Appendix A: Adoption Resolution

(Place Holder)

Appendix B: Public Notice of Meetings & Review of ARTS Documents

The participation plan will be updated accordingly following the public comment period of 45 days.

Appendix C: Public Participation Checklist & ARTS Stakeholder List

i. Public Participation Checklist

Project: _____

Date: _____

Public Participation Tool	Description	Method Used Yes / No
Transportation Planning web site	Public web site for dissemination of information	
Transportation Planning Feedback Database	Database that compiles feedback for evaluation	
Identify Interested Parties or Stakeholders	Method used to identify different groups that would be affected by a project	
Display Ad	Newspaper or print advertisements	
Direct Mailings	Used to more accurately target affected areas.	
Press Releases	Press releases to announce meetings, projects, et cetera.	
TV Message Boards	Government access channel announcement board.	
Project specific web sites	For use with other tools to provide detailed information	
Citizen Advisory Committee	Committee which is part of most planning studies.	
Small Group Meetings	Meetings that are held at the request of affected groups.	
E-mail Announcements	Used with other tools to increase public announcements	
Public Hearings	Used for the adoption of documents such as the TIP or UPWP.	
Comment Forms	Used to solicit public feedback and used for evaluation purposes.	
Surveys	Used to solicit public feedback on specific issues	
Posters and Flyers	Distributed in public areas to increase visibility	
Visualization Techniques	Drawing/sketches, aerial photography, pictures, "visual choice" surveys	
Public information	Available in an electronically accessible format (e.g. PDF documents)	
Public meetings	Held at convenient and accessible locations and times.	

ii. **ARTS Stakeholder List**

STATE RESOURCE AGENCIES				
GEORGIA				
<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>WEBSITE</u>	<u>INFORMATION AVAILABLE</u>
Georgia Department of Natural Resources	2 Martin Luther King Jr. Drive	800-241-4113	http://www.gaepd.org	Data, maps and regulations on air quality
Environmental Protection Division	Suite 1152, East Tower Atlanta, GA 30334			
Georgia Department of Transportation	One Georgia Center 600 W Peachtree St NW Atlanta, GA 30308, US		www.dot.ga.gov	Transportation plans, multimodal transportation
Georgia Department of Transportation Air Quality Branch	One Georgia Center 600 W Peachtree St NW Atlanta, GA 30308, US	404-657-6698	www.dot.ga.gov/DOT/plan-prog/planning/aq/	Data, maps and regulations on congestion mitigation and air quality improvement
Georgia Department of Transportation Office of Intermodal Programs	One Georgia Center 600 W Peachtree St NW Atlanta, GA 30308, US	404-651-9200	www.dot.ga.gov/	Data, maps and regulations on Georgia's aviation, rail, transit, and waterways
Georgia Government		800-496-7442	www.georgia.gov	Data, information on state government, tourism, transportation, employment
Georgia Department of Natural Resources, Historic Preservation Division	254 Washington Street SW Ground Level Atlanta, GA 30324	404-656-2840	www.gashpo.org	Data and information on historic and archeological sites
Georgia Department of Parks and Historic Sites	2 MLK Jr. Dr., Suite 1352 East Atlanta, GA 30334	800-864-7275	www.gastateparks.org/	Maps and information on state parks
Georgia Forestry Commission	2615 Tobacco Road Hephzibah, GA 30815	706-771-4922	richmondunit@gfc.state.ga.us	Maps & information on forest management and enforcement
Historic Augusta	415 Seventh Street Augusta, GA 30903	706-724-0436	http://www.historicaugusta.org/	Data, maps and information on historic resources
CSRA Regional Commission	3023 Riverwatch Parkway, Ste A Augusta, GA 30907-2016	706-210-2000 x 130	www.csrarc.ga.gov	Data, maps and information on transportation, transit, planning, environmental & land use management.
Augusta Metro Chamber of Commerce	701 Greene Street Augusta GA 30903	706-821-1308	www.augustachamber.net	Maps, information on tourism, environment, business, manufacturing
Chamber of Commerce - Columbia County	4424 Evans to Locks Road Evans, GA 30809	803-651-0018		Maps, information on tourism, environment, business, manufacturing

Destination 20/20 Task Force	701 Greene Street Augusta GA 30903	706-821-1300		Maps, information on environment, business, cultural
Augusta Housing Authority	1425 Walton Way P. O. Box 3246 Augusta, GA 30903	706-312-3112	www.augustapha.org	
CSRA Area Agency on Aging	3023 Riverwatch Parkway, Ste A Augusta, GA 30907	706-210-2000	www.csrarc.org	
Easter Seals of East Georgia	1500 Wrightsboro Road Augusta, GA 30904	706-667-9695		

iii. **Neighborhood Associations**

Richmond County Neighborhood Alliance
 Summerville Neighborhood Association
 West Augusta Alliance
 Olde Town Neighborhood Association
 East Augusta Neighborhood Association
 Harrisburg – West End Neighborhood Association
 Heritage Pine N`eighborhood Association
 Turpin Hill Neighborhood Association
 Sandridge Community Association
 Sand Hills Neighborhood Association
 Laney Walker – Bethlehem Neighborhood Association

iv. **Environmental Justice/Community Meeting Venues**

ENVIRONMENTAL JUSTICE /COMMUNITY MEETING VENUES	ADDRESS	CITY	STATE	ZIP
Augusta-Richmond County Municipal Building	535 Telfair Street	Augusta	GA	30901
Carrie J. Mays Family Life Center	1014 Eleventh Ave	Augusta	GA	30906
Diamond Lakes Community Center	103 Diamond Lakes Way	Hephzibah	GA	30815
Gracewood Community Center	2309 Tobacco Rd	Augusta	GA	30906
Hephzibah City Hall	2530 GA-88	Hephzibah	GA	30815
Oak Pointe Community Center	730 E Boundary	Augusta	GA	30901
Sand Hills Community Center	2540 Wheeler Rd	Augusta	GA	30904
Unitarian Universalist Church of Augusta	3501 Walton Way Ext	Augusta	GA	30909
Warren Road Community Center	300 Warren Rd	Augusta	GA	30907
Evans Government Complex	630 Ronald Reagan Drive	Evans	GA	30809
First Baptist Church of Evans	515 N. Belair Road Evans	Evans	GA	30809
Liberty Park Community Center	1040 Newmantown Rd	Grovetown	GA	30813
Aiken County Government Center	1930 University Pkwy	Aiken	SC	29801
North Augusta Community Center	495 Brookside Ave	North Augusta	SC	29841

Odell Weeks Activity Center	1700 Whiskey Rd	Aiken	SC	29803
Riverview Park Activities Center	100 Riverview Park Drive	North Augusta	SC	29841
Dyess Park	902 James Brown Blvd	Augusta	GA	30901
Eastview Park	644 Aiken St	Augusta	GA	30901
Henry Brigham Community Center	2463 Golden Camp Rd	Augusta	GA	30906
McDuffie Woods Park	3431 Old McDuffie Rd	Augusta	GA	30906
Smith Hazel Recreation Center	400 Kershaw St NE	Aiken	SC	29801

Appendix D: Georgia STIP and TIP Amendment Process

Georgia Statewide Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) Amendment Process

The federal Highway Administration (FHWA) and Federal Transit Administration (FTA) issued the Final Rule to revise the Statewide and Metropolitan Transportation Planning regulations incorporating changes from the Fixing America's Surface Transportation Act (FAST). The revised regulations clearly define administrative modifications and amendments as actions to update plans and programs. Part 23 Code of Federal Regulations (CFR) Part 450.104 defines administrative modifications and amendments as follows:

- Administrative modification “means a minor revision to a long-range statewide or metropolitan transportation plan, Transportation Improvement Program (TIP), or Statewide Transportation Improvement Program (STIP) that includes minor changes to project/project phase costs, minor changes to funding sources of previously-included projects, and minor changes to project/project phase initiation dates. Administrative Modification is a revision that does not require public review and comment, redemonstration of fiscal constraint, or a conformity determination (in nonattainment and maintenance areas).”
- Amendment “means a revision to a long-range statewide or metropolitan transportation plan, TIP, or STIP that involves a major change to a project included in a metropolitan transportation plan, TIP, or STIP, including the addition or deletion of a project or major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope (e.g., changing project termini or the number of through traffic lanes). Changes to projects that are included only for illustrative purposes do not require an amendment. An amendment is a revision that requires public review and comment, redemonstration of fiscal constraint, or a conformity determination (for metropolitan transportation plans and TIPs involving “non-exempt” projects in nonattainment and maintenance areas). In the context of a long-range statewide transportation plan, an amendment is a revision approved by the State in accordance with its public involvement process.”

The following procedures have been developed for processing administrative modifications and amendments to the STIP and Metropolitan Planning Organizations (MPOs) TIPs and Long Range Transportation Plans (LRTPs). Processes described below detail procedures that are to be used to update an existing approved STIP or TIP and associated plan, if applicable. A key element of the amendment process is to assure that funding balances are maintained.

Administrative Modifications for Initial Authorizations

The following actions are eligible as Administrative Modifications to the STIP/TIP/LRTP:

- A. Revise a project description without changing the project scope, conflicting with the environmental document or changing the conformity finding in nonattainment and maintenance

areas (less than 10% change in project termini). This change would not alter the original project intent.

- B. Splitting or combining projects.
- C. Federal funding category change.
- D. Minor changes in expenditures for transit projects.
- E. Roadway project phases may have a cost increase up to \$2,000,000 or 20% of the amount to be authorized.
 - If the STIP amount is \$10,000,000 or less, the cost may be increased up to \$2,000,000.
 - If the STIP amount is greater than \$10,000,000, the cost may be increased by a maximum of 20%.
- F. Shifting projects within the 4-year STIP as long as the subsequent annual draft STIP was submitted prior to September 30.
- G. Projects may be funded from lump sum banks as long as they are consistent with category definitions.

An administrative modification can be processed in accordance with these procedures provided that:

- 1. It does not affect the air quality conformity determination.
- 2. It does not impact financial constraint.
- 3. It does not require public review and comment.

The administrative modification process consists of a monthly list of notifications from GDOT to all involved parties, with change summaries sent on a monthly basis to the FHWA and FTA by the GDOT.

The GDOT will submit quarterly reports detailing projects drawn from each lump sum bank with remaining balance to the FHWA.

Amendments for Initial Authorizations

The following actions are considered amendments to the STIP/TIP/MTP:

- A. Addition or deletion of a project.
- B. Addition or deletion of a phase of a project.
- C. Roadway project phases that increase in cost over the thresholds described in the Administrative Modification section.
- D. Addition of an annual TIP.
- E. Major change to scope of work of an existing project. A major change would be any change that alters the original intent i.e. a change in the number of through lanes or a change in termini of more than 10 percent.
- F. Shifting projects within the 4-year STIP which require re-demonstration of fiscal constraint, or when the subsequent annual draft STIP was not submitted prior to September 30. (See Administrative Modification item F.)

Amendments to the STIP / TIP / MTP are developed in accordance with the provisions of 23 CFR Part 450. This requires public review and comment and responses to all comments, either individually or in summary form. For amendments in MPO areas, the public review process should be carried out in accordance with the procedures outlined in the Participation Plan. The GDOT will assure that the amendment process and the public involvement procedures have been followed. Cost changes made to the second, third and fourth years of the STIP will be balanced during the STIP yearly update process. All amendments should be approved by FHWA and/or FTA.

Notes:

1. The date a TIP becomes effective is when the Governor or his designee approves it. For nonattainment and maintenance areas, the effective date of the TIP is based on the date of U.S. Department of Transportation's positive finding of conformity.
2. The date the STIP becomes effective is when FHWA and FTA approve it.
3. The STIP is developed on the state fiscal year which is July 1-June 30.
4. Funds for cost increases will come from those set aside in the STIP financial plan by the GDOT for modifications and cost increases. Fiscal Constraint will be maintained in the STIP at all times.

Additional Funding Request After the Initial Authorization

Additional funding requests for all phases after the receiving initial authorization for those phases shall be a modification and be reported at each month's end except under the following conditions:

- A. The Initial Work Authorization for the phase is older than 10 years.
- B. The additional funding request exceeds the Initial Work Authorization by greater than \$10 million.

Appendix E: South Carolina STIP and TIP Amendment Process

South Carolina Statewide Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) Amendment Process

Administrative modification for projects in the South Carolina portion of ARTS is based on the Sliding Scale for Statewide Transportation Improvement Programs (STIP). Table 4 shows the sliding scale. The sliding scale only applies to initial authorizations that vary from the STIP entry for statewide programs.

Table 4: Cost Threshold – South Carolina

STIP Budget (in Millions by Phase of Work)	Limit Requiring Right Sizing (in Millions by Phase of Work)	Limit Requiring Correction (in Millions by Phase of Work)	Limit Requiring Amendment (in Millions by Phase of Work)
< \$1	Increase less than 100%	100 % or greater	Not applicable for phase of work less than \$10 million
> \$1 to \$3	Increase less than \$1.5	Increase greater than \$1.5	
> \$3 to \$5	Increase less than \$2	Increase greater than \$2	
> \$5 to \$10	Increase less than \$3	Increase greater than \$3	
>\$10	Increase less than \$3	Increase greater than \$3 million	Increase of 50% or greater. Any increase greater than \$10 million

The following table provides guidance on the thresholds for Administration Modifications and Amendments to the MTP and TIP within the ARTS MPO. The table is a summary of the processes from both SCDOT and GDOT.

Table 5: Guidance on Administrative Modification or Amendment

Type of Action	Administrative Modification	Amendment
Adding or deleting a project	No	Yes
Adding or deleting lump sum projects and Statewide Program projects that do not involve new capacity	Yes	No
Adding or deleting an entire phase	No	Yes
Change in project intent or scope	No	Yes (ex. change in # of through lanes)
Change in termini	<10%	10% or more
Splitting or Combining Projects	Yes	No
Federal funding category change	Yes	No
Shift project phase within 4-year window	Inside 4-year window	Outside 4-year window

Addition of an annual TIP	No	Yes
Georgia Project cost increase	Phase has a cost increase of <\$2 million or 20% of the original amount to be authorized	Phase has a cost increase of \$2 million or greater and >20% of amount to be authorized
South Carolina Project cost increase	Total original cost for phase of work in TIP/STIP is \$10,000,000 or less and will remain at or below <\$50,000,000 after cost change.	Total original cost for phase of work in TIP/STIP is >\$10 million to \$50 million and cost change is greater than \$10 million OR Total original cost for phase of work in TIP/STIP is >\$50 million and cost change is increases by 25% or greater
Does the project affect air quality in non-attainment areas?	No	Not applicable to ARTS area
Does the project affect financial constraint?	Financial constraint remains as a positive balance	Project creates negative balance for financial constraint
Change in transit program cost (FTA)[South Carolina]	Within 25% difference of original cost	25% or more above or 25% or move below original cost
Change in transit funding source (FTA) [South Carolina]	No	Yes

Notes:

1. The date a TIP becomes effective is when the Governor or his designee approves it. For nonattainment and maintenance areas, the effective date of the TIP is the date of U.S. Department of Transportation's positive finding of conformity.
2. The date the STIP becomes effective is when FHWA and FTA approve it.
3. The STIP is based on the state fiscal year, which is July 1 - June 30.
4. Funds for cost increases will come from those set aside in the STIP financial plan by the GDOT for modifications and cost increases. Fiscal constraint will be maintained in the STIP at all times.

Appendix F: TMA Certification

CERTIFICATION OF THE AUGUSTA REGIONAL TRANSPORTATION STUDY

Be it known to all, the below signees do hereby endorse and certify the Metropolitan Planning Process for the Augusta Regional Transportation Study (ARTS), and further certify that the Metropolitan Planning Process is being conducted in accordance with all applicable requirements of:

I. 23 U.S.C. 134, 49 U.S.C. 5305, and this subpart

- Agreements are in place to address responsibilities of each MPO for its share of the overall Metropolitan Planning Area (MPA), where multiple Metropolitan Planning Organizations share geographic portions of a Transportation Management Area (TMA).
- All major modes of transportation are members of the MPO.
- Any changes to the MPA boundaries were reflected in the Policy Board representation.
- Agreements or memorandums are signed and in place for identification of planning responsibilities among the MPO, GDOT, public transit operator(s), air quality agency(ies), or other agencies involved in the planning process.
- Roles and responsibilities are defined for the development of the Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP), Unified Planning Work Program (UPWP) and other related planning documents.

UPWP

- The UPWP documents detail the activities to be performed with Title 23 and the Federal Transit Act.
- The UPWP activities are developed, selected and prioritized with input from the State and public transit agencies.
- The UPWP provides funding for the professional development of MPO staff.
- The final UPWP is submitted in a timely manner to GDOT with authorization occurring before the MPO's fiscal year begins.
- Amendments to the UPWP are developed and processed in accordance with procedures outlined in the MPO's Participation Plan.
- Planning activities and status reports are submitted quarterly by the MPO to GDOT.

MTP

- The MTP incorporates a minimum 20-year planning horizon.
- The MTP identifies both long-range and short-range strategies and actions leading to the development of an intermodal transportation system.
- The MTP is fiscally constrained.
- The development of the MTP and the TIP are coordinated with other providers of transportation (e.g. regional airports, maritime port operators).
- All of the Moving Ahead for Progress in the 21st Century Act (MAP-21) planning factors were considered in the planning process.

- The MTP includes a discussion of types of potential environmental mitigation activities and potential areas to carry out these activities in consultation with federal, state and tribal land management and regulatory agencies.
- The Congestion Management Process (CMP) was developed as part of the MTP in TMA's.
- The MPO approves the MTP in a timely manner without entering into a planning lapse.
- Amendments to the MTP/STIP/TIP follow the approved Amendment Process.
- The MPO approves MTP amendments in accordance with the procedures outlined in the MPO's Public Participation Plan.
- The transit authority's planning process is coordinated with the MPO's planning process.
- In non-attainment and maintenance areas the MPO, as well as FHWA and FTA, must make a conformity determination on any updated or amended MTP in accordance with 40 CFR Part 93.

TIP

- The TIP is updated at least every 4 years, on a schedule compatible with STIP development.
- Each project included in the TIP is consistent with the MTP.
- The MPO, GDOT, SCDOT and the transit operators collaborate on the development of the TIP.
- The TIP contains all projects to be funded under Title 23 U.S.C. and Title 49 U.S.C. Chapter 53.
- The TIP is financially constrained by year and revenue estimates reflect reasonable assumptions.
- The MPO TIP is included in the STIP by reference, without modification.
- Amendments to the MTP/STIP/TIP follow the approved Amendment Process.
- In non-attainment and maintenance areas, the MPO as well as the FHWA and FTA must make a conformity determination on any updated or amended TIP in accordance with 40 CFR Part 93.

Participation Plan

- A 45-day comment period is provided before the Participation Plan process is adopted/revised.
- Transportation plans, programs and projects provide timely information about transportation issues and processes to citizens and others who may be affected.
- Opportunities are provided for participation at the local, state, and federal level for environmental resources and permit agencies where appropriate.
- The public involvement process demonstrates explicit consideration and responsiveness to the public input received during the planning and program development process.
- The transportation planning process identifies and addresses the needs of those traditionally underserved, including low-income and minority households.
- The disposition of comments and changes in the final MTP and /or TIP are documented and reported when significant comments are submitted.
- Additional time is provided if the "final" document is significantly different from the draft originally made for public review.
- The MPO undertakes a periodic review of the public involvement process to determine if the process is efficient and provides full and open access for all.

Congestion Management Process (CMP) (applies to Transportation Management Areas)

- In TMA's, the planning process includes the development of a CMP that provides for effective management of new and existing transportation facilities through the use of travel demand reduction and operational management strategies, thus meeting the requirements of 23 CFR Part 500.
- The CMP is fully integrated into the overall metropolitan planning process.
- The CMP has established performance measures.
- The MPO has a process for periodically evaluating the effectiveness of the CMP.
- The CMP is updated on a periodic basis to reevaluate network strategies and projects.
- The CMP work activities are included in the UPWP.

List of Obligated Projects

- The MPO provides a listing for all projects for which funds are obligated each year, including bicycle and pedestrian facilities.
- The annual listing is made available to the public via the TIP or the MTP.

II. In non-attainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93

- The MPO's UPWP incorporates all of the metropolitan transportation-related air quality planning activities addressing air quality goals, including those not funded by FHWA/FTA.
- Agreements exist to outline the process for cooperative planning within full nonattainment/maintenance areas that are not designated by the MPO planning area.
- The MPO coordinates the development of the MTP with TIP development and the development of Transportation Control Measures (TCM) if applicable.
- The MTP includes design concept and scope descriptions of all existing and proposed transportation facilities in sufficient detail, regardless of funding source, to permit conformity determinations.
- The MPO's TIP includes all proposed federally and non-federally funded regionally significant transportation projects, including intermodal facilities.
- If applicable, the MPO ensures priority programming and expeditious implementation of TCMs from the STIP.

III. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21

- The MPO has adopted goals, policies, approaches and measurements to address Title VI and related requirements.
- The public involvement process is consistent with Title VI of the Civil Rights Act of 1964 and the Title VI assurance execution by the State.
- The MPO has processes, procedures, guidelines, and/or policies that address Title VI, ADA, and DBE.
- The MPO has a documented policy on how Title VI complaints will be handled.
- The MPO has a demographic profile of the metropolitan planning area that includes identification of the locations of protected populations.

- As appropriate, the planning process identifies/considers/addresses the needs of protected/traditionally underserved populations (low-income/minority as defined by the U.S. Census Bureau).

IV. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment of business opportunity

- The MPO adheres to all requirements prohibiting discrimination against a person under, a project, program, or activity receiving financial assistance because of race, color, creed, national origin, sex, or age.

V. Section 1101(b) of MAP-21 (Pub. L. 112-141) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects

- GDOT establishes overall goals for the percentage of work to be performed by DBE's based on the projections of the number and types of federal-aid highway contracts to be awarded and the number and types of DBE's likely to be available to compete for the contracts.

VI. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts

- The MPO as required by Title VI of the Civil Rights Act of 1964, does not discriminate on employment opportunities based on race, color, religion, sex, or national origin;

VII. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38

- The MPO as required by 49 U.S.C. 5332 prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, otherwise known as Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7.

VIII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance

- The MPO has identified strategies and services to meet the (transportation planning and programming) needs of older persons'.

IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender

- The MPO adheres to the Act on Equality between women and men and prohibits both direct and indirect discrimination based on gender.
- The MPO adheres to the Equal Pay Act of 1963 (EPA), which protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination;

X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

- The MPO adheres to Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), which prohibits employment discrimination against qualified individuals with disabilities in the private sector, and in state and local governments.

Dr. William Molnar, ARTS Chairman of Policy Committee

Date

Radney Simpson, Assistant State Transportation Planning Administrator
Georgia Department of Transportation, Office of Planning

Date

Matt Markham, Planning Deputy Director/Office Administrator

Date

Appendix G: Title VI Certification and Assurances



Title VI Assurances

AUGUSTA GEORGIA (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d—42 USC 2000d—4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program and in adapted form in all proposals for negotiated agreements:

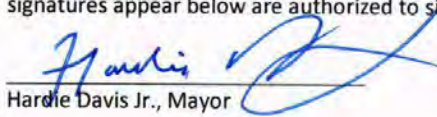
"Augusta Georgia in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation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

3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clause of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.



6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.
8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.


Hardie Davis Jr., Mayor

06/22/2016
Date

ACM
6/21/16

Attachments: Appendices A, B and C.

APPENDIX A

The text below, in its entirety, is in all contracts entered into by AUGUSTA GEORGIA. All of the text except the final section, entitled “Incorporation of Provisions,” should be included in any contract entered into by any AUGUSTA GEORGIA contractor.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agree as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), 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 during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in 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.

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 leases of 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 ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Augusta Georgia 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 Augusta Georgia, 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, Augusta Georgia 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 the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as Augusta Georgia 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 Augusta Georgia 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.

APPENDIX B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

Granting Clause

NOW, THEREFORE, Augusta Georgia—as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with and in compliance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation; and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d-4)—does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of AUGUSTA GEORGIA in and to said land described in Exhibit A attached hereto and made a part thereof.

Habendum Clause

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree, as a covenant running with the land for itself, its successors and assigns, that (1) no person shall, on the grounds of race, color, sex, disability, national origin, age, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed*, (2) that the state of Georgia shall use the lands, and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in, and become the absolute property of, AUGUSTA GEORGIA and its assigns as such interest existed prior to this instruction.¹

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by AUGUSTA GEORGIA pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which AUGUSTA GEORGIA program or activity is extended, or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by AUGUSTA GEORGIA pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, and agree as a covenant running with the land, that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation— Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

*[Include in deeds subject to a reverter clause]

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the STATE and its assigns.

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title

Appendix G

Language Assistance Plan (LAP)/ Limited English Proficiency (LEP) Plan

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Augusta Transit Limited English Proficiency (LEP) Plan



Prepared by:



Augusta Transit
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April 2023

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Appendix A: Limited English Proficiency Persons by Census Tract and Estimated
LEP Population within $\frac{1}{4}$ of an Augusta Transit Fixed Route Service

Appendix B: Population 5yrs and Older by Census Tract and Size of Limited English
Proficiency Population

Appendix C: Title VI Complaint Form

Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Augusta Transit (AT) receives Federal funds on an annual basis for operational and capital expenses. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Recipients of public transportation funding from the Federal Transit Administration (FTA), including AT, are required to develop policies, programs, and practices that ensure that Federal and state transit dollars are used in a manner that is nondiscriminatory. This document details how AT incorporates nondiscrimination policies and practices in providing services to the public in particular the Limited English Proficiency (LEP) community. AT defines a LEP person as an individual limited by their ability to speak English less than "very well" or "not at all" as reported by the U.S. Census Bureau.



Purpose

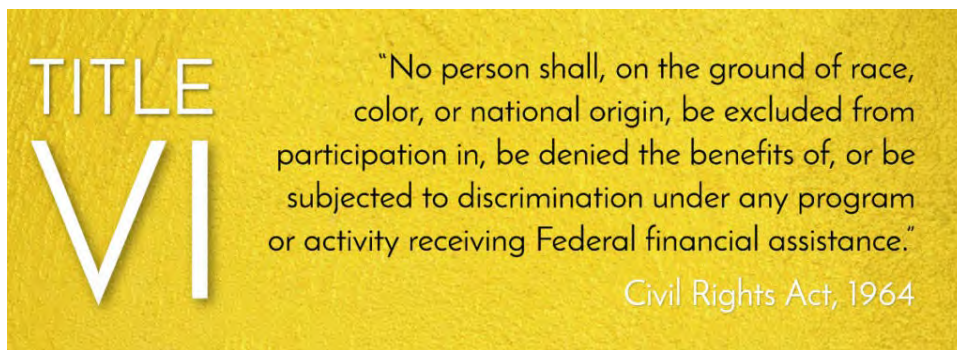
The purpose of this LEP plan (or policy guidance) is to clarify the responsibilities of AT as a recipient of Federal financial assistance from the U.S. Department of Transportation (DOT). This plan will guide AT as it fulfills its responsibilities to the LEP community, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. This LEP plan will demonstrate the efforts AT undertakes to make its transit services accessible to all persons without regard to their ability to understand or communicate in English.

Title VI Policy and Augusta Transit's Operational Objectives

AT is committed to ensuring that no person shall, on the ground of race, color, national origin, age, sex, religion, disability or family status, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, whether those programs and activities are federally funded or not. Furthermore, Title VI prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes national origin discrimination.

Toward this end AT's operational objectives are to:

- I. Ensure that the level and quality of transportation service is provided without regard to race, color, or national origin, age, sex, religion, disability or family status;
- II. Identify and address, as appropriate, disproportionately high and adverse human health and environmental effects, including social and economic effects of programs and activities on minority, low-income and LEP population groups;
- III. Promote the full and fair participation of all affected populations in transportation decision making;
- IV. Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority, low-income and LEP population groups; and,
- V. Ensure meaningful access to programs and activities by LEP persons.



Augusta Transit Description

AT is a department of the City of Augusta (COA) providing fixed and demand responsive routes serving the Augusta-Richmond County. AT's mission is to 'give our customers access to all regions of Augusta-Richmond County area by providing quality, dependable, safe, accessible, and affordable transportation, thereby enhancing the mobility of the general public as well as the transportation disadvantaged.' Currently, AT contracts RATP Dev USA Inc., (RATP Dev) through Augusta Transit Management (ATM) to operate and maintain its transit services. RATP Dev is an international multimodal transportation provider operating, managing and maintaining transportation services.



Service Description

AT provides a fixed route service over an area of 25 square miles with a county population of 201,793 (2020 National Transit Database (NTD)). AT's fixed route system of nine (9) routes is primarily radial with the majority of services terminating at the Broad Street Transfer Facility (BSTF) near Downtown Augusta (1546 Broad Street). The nine (9) fixed routes are: Route 1 Blue Line/Walton Way; Route 2 Gray Line/West Parkway; Route 3 Gold Line/East Augusta; Route 4 Purple Line/Turpin Hill; Route 5 Green Line/Washington Road; Route 6 Brown Line/Gordon Highway; Route 7 Pink Line/ Augusta Mall; Route 8 Orange Line/Barton Chapel; and Route 9 Red Line/Lumpkin Road.

Complimentary Paratransit service (for persons with a permanent or temporary disability that prevents them from using fixed-route services) is also offered. Paratransit services follow a 1.5-mile corridor around each fixed route service. Additionally, the fixed route network is comprised of 618 bus stops (including transfer facilities), 92 shelters, 71 trash cans and 92 benches. Typical fixed route headways vary from a minimum 40 minutes to a maximum 1 hour 20 minutes.



Hours of Service

The current fixed route operating hours for local service is Monday through Saturday; 6:30 a.m. through approximately 8:00 p.m. However, late evening or Sunday services are not provided. Paratransit service (meeting Americans with Disability Act (ADA) needs) is provided on the same days and during the same hours as local fixed route service.

Vehicle Fleet

December 2022 AT's fleet consisted of fifteen (15) fixed route buses, eight (8) paratransit vans, and a small fleet of supervisor and maintenance vehicles. In December 2022, three (3) used 40ft Gillig buses were added to the fixed route fleet. During the 1st quarter 2023, three (3) 40ft buses joined the fleet on a temporary basis for 12 months.

Limited English Proficiency Plan

AT operates a transit system within the urbanized portion of Augusta-Richmond County, GA. This LEP plan has been prepared to address AT's responsibilities as they relate to the needs of individuals with LEP within its service area. AT recognizes that individuals who have a limited ability to read, write, speak or understand English are defined as LEP persons.

In Augusta-Richmond County 3,303 persons (1.72%) of the 192,281 population 5 years and older describe themselves as not able to communicate in English "very well" (Source: US Census, 2021 5-yr Estimates, American Community Survey (ACS)). Of these 3,303 persons, 823 (or 25%) live within ¼ mile of a fixed route operated by AT (see Appendix A for calculations). AT accepts that for LEP individuals within its service area, public transit may not be their primary transportation mode. Nevertheless, ensuring that LEP persons have access to its services it is important that AT be able to communicate effectively with current and potential riders.

When AT communicates effectively with existing and potential riders, it is in a better position to demonstrate a safer, more reliable, convenient, and accessible transit system for all within its service area. AT is committed to taking reasonable steps to fulfill its mission statement and ensure meaningful access for the LEP community in accordance with Title VI. Indeed, AT is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP.

AT's LEP plan addresses how services will be provided through general guidelines and procedures including the following:

- Identification: Identifying LEP persons in the service areas
- Notification: Providing notice to LEP persons about their right to language services or assistance
- Interpretation: Offering timely interpretation to LEP persons upon request
- Translation: Providing timely translation of important documents benefitting LEP persons
- Staffing: Identifying AT staff to assist LEP customers
- Training: Providing training on LEP to responsible employees

Four Factor Analysis

The US Department of Transportation (USDOT) Four Factor Analysis provides guidance to transit agencies receiving Federal financial assistance in taking reasonable steps to ensure meaningful access to all of its services, programs, and activities utilized by LEP persons. The USDOT guidance states transit agencies will provide written translation of vital documents for each eligible LEP language group that meets the Department of Justice (DOJ) Safe Harbor provision of five (5) percent of the population or 1,000 persons, whichever is less, identified as a LEP speaker within the service area. Such practices will be considered strong evidence of compliance with the recipient's written translation obligations.

The USDOT Four Factor Analysis assesses the following criteria:

- Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by an AT service, program, or activity
- Factor 2: The frequency with which LEP individuals come in contact with an AT service, program, or activity
- Factor 3: The nature or importance of AT's services, programs, or activities provided to LEP individuals
- Factor 4: The resources available to AT and the associated costs to provide LEP assistance

Factor 1: The number and Proportions of LEP Persons in Augusta-Richmond County

The Factor 1 analysis documents the number or proportion of LEP persons in Augusta-Richmond County and AT's service area eligible to be served or likely to be encountered by AT's fixed or paratransit service, program, or activity. AT utilized various external data, such as the update to the 2020 U.S. Decennial Census and the American Community Survey (5-yr estimates) to gather this data. Results are presented in Table 1.

Table 1 indicates that Black or African American alone comprises 54% of Augusta-Richmond County's population 5yrs and older. Black or African American alone represents the largest population group by race in Augusta-Richmond County followed by White alone at 33%. Hispanic or Latino (of any race) represents only 5.30% of the county's population 5yrs and older.

Table 2 clearly defines that the majority of persons 5yrs and older in Augusta-Richmond County only speak one language at home, namely English. However, of those who speak other languages at home, Spanish, is the dominant language spoken by approximately 179,000 persons age 5yrs and older.

Table 1: Augusta-Richmond County Population by Race (2021)

Demographic	Population	Percent of Total Population
Not Hispanic or Latino		
White alone	66,848	32.5%
Black or African American alone	110,804	53.9%
American Indian and Alaska Native alone	333	0.2%
Asian alone	3,030	1.5%
Native Hawaiian and Other Pacific Islander alone	97	0.0%
Some other race alone	816	0.4%
Two or more races	12,781	6.2%
Hispanic or Latino (of any race)		
Mexican	4,488	2.2%
Puerto Rican	1,629	0.8%
Cuban	305	0.1%
Other Hispanic or Latino	4,542	2.2%
Total Population	205,673	100.0%

Source: DP05ACS Demographic And Housing Estimates, American Community Survey 2021 5yr

Table 2: Augusta-Richmond County Languages Spoken at Home (2021)

Language Spoken at Home 5yrs and older	Population	Percent of Total Population
Total Population 5yrs and older	192,281	100.0%
Speak only English	179,346	93.3%
Other than English: Spanish	7,149	3.7%
Other than English: Other Indo-European Languages	2,747	1.4%
Other than English: Asian and Pacific Island Languages	2,198	1.1%
Other than English: Other Languages	841	0.4%
Total Speak a Language Other than English	12,935	6.7%

Source: S1601 Demographic And Housing Estimates, American Community Survey 2021 5yr

Table 3 details the top 10 languages spoken at home for 2015 (2021 data not available). Notwithstanding there has been minimal change between 2015 and 2021, approximately 50% of persons 5yrs and older who spoke another language at home other than English spoke Spanish followed by German and Korean.

Table 4 presents LEP population by languages spoken at home other than English. It becomes evident that the largest LEP community (54%) speak Spanish at home (1,772 / 3,303). Overall, the LEP population (3,303 persons) approximates 1.7% of the total population 5yrs and older in Augusta-Richmond County. Figure 1 illustrates the percentage distribution of LEP persons of the population 5yrs and older by census tract in Augusta-Richmond County in 2020 (see also Appendix B).

Table 3: Augusta-Richmond County Top 10 Languages in Detail Spoken at Home by Population 5yrs and Older (2015)

Rank	Language	Population	Percent of Population Speaking Languages other than English at home	Percent of Total Population 5yrs and Older
1	Spanish or Spanish Creole	5,476	49.8%	2.9%
2	German	1,055	9.6%	0.6%
3	Korean	512	4.7%	0.3%
4	Other Asian languages	512	4.7%	0.3%
5	French (incl. Patois, Cajun)	414	3.8%	0.2%
6	Hindi	403	3.7%	0.2%
7	Tagalog (Philippines)	333	3.0%	0.2%
8	African languages	276	2.5%	0.1%
9	Arabic	231	2.1%	0.1%
10	Other Pacific Island languages	219	2.0%	0.1%
	Other Languages	1,571	14.3%	0.8%
	Total	11,002	100.00%	5.9%

Source: B16001 Demographic And Housing Estimates, American Community Survey 2015

Table 4: Augusta-Richmond County LEP Speakers by Languages Spoken at Home (2021)

LEP Speakers by Language Spoken at Home 5yrs and older	LEP Population	Percent of Total LEP Population	Percent of Total Population 5yrs and Older
Speak English less than Very Well: Spanish	1,772	53.65%	0.9%
Speak English less than Very Well: Other Indo-European Languages	492	14.90%	0.3%
Speak English less than Very Well: Asian and Pacific Island Languages	863	26.13%	0.4%
Other than English: Other Languages	176	5.33%	0.1%
Total: Speak English less than Very Well	3,303	100.00%	1.7%

Source: S1601 Demographic And Housing Estimates, American Community Survey 2021 5yr

Limited English Proficiency Persons Percent of Population 5yrs and older in Augusta Richmond County

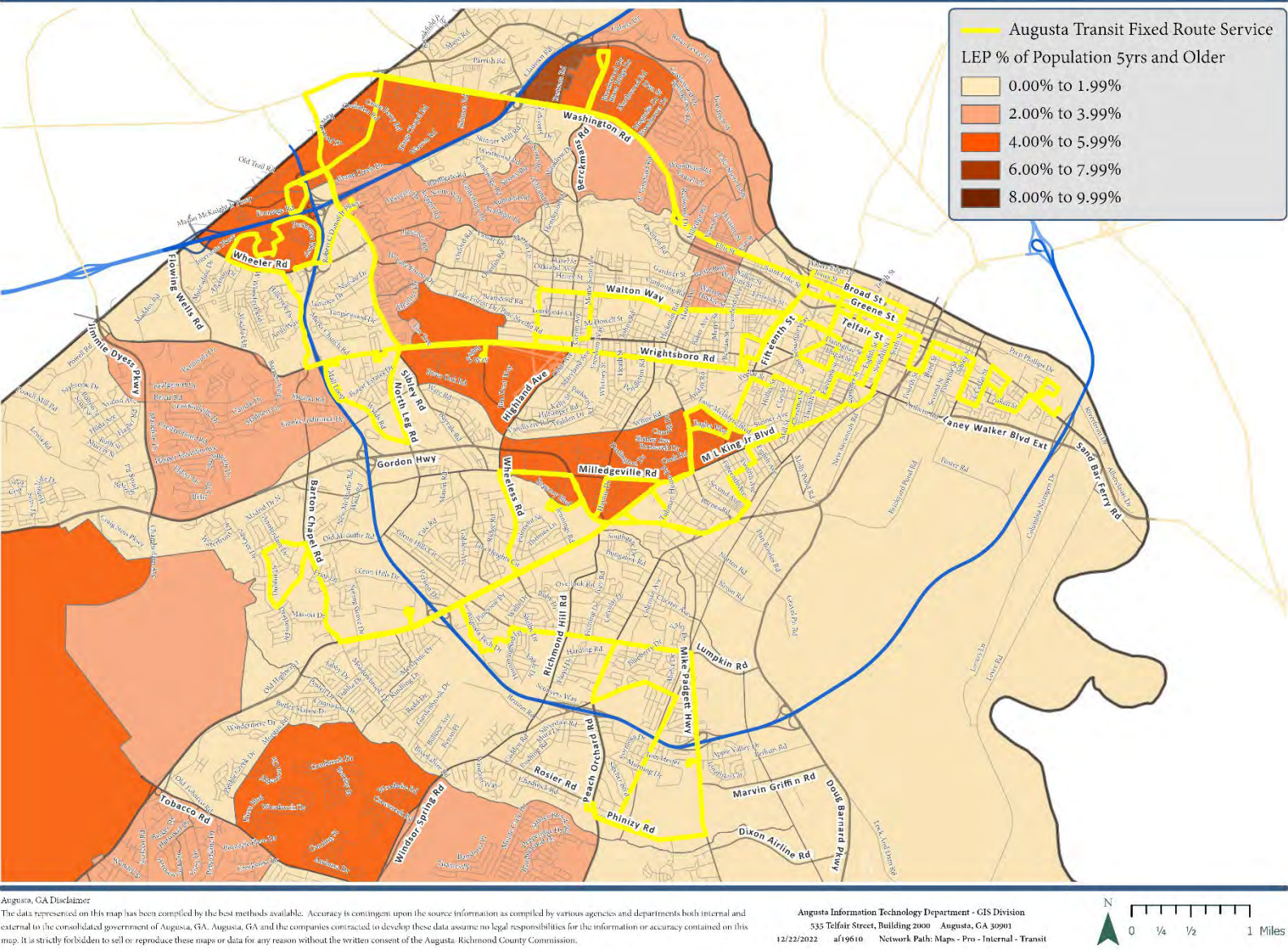


Figure 1 - LEP Proportion of total Population 5yrs and older in Augusta-Richmond County (2020 5yr ACS)

Factor 2: The frequency with which LEP individuals come in contact with an AT service, program, or activity

Federal guidance stipulates an assessment of the number or proportion of LEP persons eligible to be serviced or encountered and the frequency of these encounters. The more frequent the contact with a particular LEP language group, the more likely enhanced services will be needed. Factor 1 identified 179,346 (93.3%) persons 5yrs and older in Augusta-Richmond County who spoke English only and 12,935 (6.7%) persons 5yrs and older who speak a language other than English at home in 2021 (Table 2). Of these 12,935 approximately 3,303 (25%) were identified as LEP persons (Table 4).

Table 5 presents the population 16yrs and older in Augusta-Richmond County who travel by means of public transportation and the ability to speak English.

Table 5: Means of Transportation to Work by Language Spoken at Home and Speak English Less than 'Very Well' (2021)

Commute Mode	Population 16yrs and older using commute mode	Speak Spanish & Speak English Less than 'very well'	Percent of Population 16yrs and older using commute mode	Speak Other Languages & Speak English Less than 'very well'	Percent of Population 16yrs and older using commute mode
Car, Truck or Van - Drove Alone	108,805	1,087	1.0%	1,110	1.0%
Car, Truck or Van - Carpooled	10,293	305	3.0%	77	0.7%
Public Transportation	1,242	0	0.0%	0	0.0%
Walked	2,239	9	0.4%	106	4.7%
Taxicab, Motorcycle or other means	3,087	23	0.7%	8	0.2%
Worked from Home	5,389	72	1.3%	25	0.5%
Total	131,055	1,487	1.1%	1,326	1.0%

Source: B08513 Means Of Transportation To Work By Language Spoken At Home And Ability To Speak English For Workplace Geography American Community Survey 2021 5yr

Table 5 indicates that approximately 1,242 persons 16yrs and older (or 0.9% of 131K) utilize public transportation as a means of transportation to work in Augusta-Richmond County. Of those persons who spoke Spanish but English less than 'very well' or spoke Other Languages and English less than 'very well,' (highlighted row in Table 5) zero persons in both groups used public transit as a commute mode in 2021. Reasons influencing this low or non-use of public transit by LEP persons:

- Difficulty in finding transit information in a language other than English
- Difficulty in understanding how transit works in Augusta-Richmond County
- LEP persons may travel with friends, family or others speaking the same language through carpooling and therefore have no need to use public transit

A point of caution is warranted interpreting that data in Table 5. The data in Table 5 represents persons who are employed and indicated as such when surveyed. There are LEP persons who do not work (or may work in the informal sector) and are not counted in Table 5 (3,303 Total LEP population - 1,487 - 1,326 = 490) and such persons might have used public transit for trip making in 2021.

The methods utilized for Factor 2 assessment include analysis of Census data. AT has not assessed the frequency with which LEP individuals come into contact with the transit system or requests for translated documents. However, the most recent onboard transit ridership survey conducted in 2018¹ found that of the 231 respondents only two (2) or 0.86% self-identified as Hispanic/Latino. This result in 2018 does support the low use of public transit by foreign language speakers in Augusta-Richmond County and the even lower use (or nonuse) by LEP persons.

At the time of writing this report phone calls are not recorded by the Dispatch Office at the Broad Street Transfer Facility (primary call center for Augusta Transit information); however, anecdotal evidence suggests that phone inquiries by Spanish speaking LEP persons are very infrequent if at all. During 2022 AT received zero requests for translated documents in any language, despite online ridership surveys being available in Spanish and Korean.

Factor 3: The nature or importance of AT's services, programs, or activities provided to LEP individuals

The third factor looks at the importance of AT's services to the Augusta-Richmond County community in the context that public transportation is vital to many people's lives. AT strives to provide public transportation in its service area giving people access to work, healthcare, and other programs and/or services. Without access to public transportation, many of these individuals would not be able to take advantage of other services that could potentially be life changing or life sustaining. Therefore, lack of understandable information about public transportation services may have an adverse effect on LEP persons potentially frustrating their ability to access health care, education, employment or other essential services.

¹ Augusta Regional Transportation Study 2018 Ridership Transit Survey Report & Audit

AT understands the need for better communication and engagement with LEP persons and groups. In all cases, finding opportunities for the involvement of all stakeholders is actively considered when conducting operational and planning tasks. The Transit Citizens Advisory Committee (TCAC) that meets monthly is one such organization that facilitates communication between the transit community and AT. Furthermore, AT and its contracted staff must ensure that all segments of the Augusta-Richmond County community, including LEP persons, have opportunity to be involved in all aspects of the transit service provided. The impact of proposed transit and transportation investments on underserved and under-represented population groups Augusta-Richmond County is a critical stage in the evaluation process in the use of Federal funds by transit agencies.



Factor 4: The resources available to AT and the associated costs to provide LEP assistance

The Factor Four (4) analysis documents the resources available to the recipient of federal funds to assure meaningful access to transit service by LEP persons. AT strives to ensure that pertinent information is available regarding services, programs, and activities including surveys, bus routes and fares. While riding buses public service announcements can be heard. Information on services, programs and activities can also be obtained from the Operational and Administrative Office headquarters (2844 Regency Blvd, Augusta, GA 30904). Regarding its online presence, AT has an easy to remember website domain name www.augusttransit.com.



Table 5 indicated that persons who speak a foreign language at home and are LEP use public transit very rarely if at all. It may be concluded that AT serves a very small proportion of LEP persons in Augusta-Richmond County. Given the small number of LEP persons in AT's service area potential challenges in serving this community are as follows:

- It may become burdensome to produce written translations of core AT documents such as bus schedules in multiple languages in advance of any request. The effort and time required from a professional source to provide these translated documents and resources may become operationally prohibitive.

- Providing translation assistance to LEP persons would be funded entirely from existing AT operating funds and would compete with other operational requirements for funding. However, there may be opportunities to partner with the Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization (MPO) to fund such activities and reduce the cost burden to AT.

For AT to provide translated summaries of core products as requested by LEP persons each document would need to be translated by a native speaker or a professional translator. AT has used native speakers in the translation of ridership surveys. The use of online translation services such as Google Translate for these tasks is discouraged by the Federal Transportation Administration (FTA). Online translation services despite convenient may be limited in their translation proficiency and accuracy of the intended meaning when read by a native speaker.

The two (2) most recent AT ridership surveys in 2018 and 2022 made available survey forms in English, Spanish and Korean languages. There was a very low take up of the Spanish survey and zero take up of the Korean. Despite this, AT accepts that “the more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP individuals, the more likely language services are needed,”² and will continue to take the initiative in providing documents and ridership surveys in languages other than English to meet the needs of LEP persons.

² https://www.lep.gov/sites/lep/files/resources/final_guidance_2002.pdf

Safe Harbor Stipulation

Safe Harbor offers recipients of federal funds greater certainty in the fulfillment of written translations in languages other than English. Indeed, “A “safe harbor” means that if a recipient provides written translations under these circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.”³ The failure to provide written translations of vital documents does not mean there is non-compliance by AT. Safe Harbor provides increased certainty of compliance than can be provided by the Four-factor analysis. Safe Harbor stipulations are provided in Table 6.

Table 6: Safe Harbor Stipulations and Languages

Size of Language Group	Recommended Provision of Written Language Assistance	# LEP persons affected in Augusta-Richmond County	Expected Action by Augusta Transit
1,000 or more in the eligible population in the market area or among current beneficiaries	Translated vital documents	1,772 Spanish (Table 4)	On request
More than 5% of the eligible population or beneficiaries <i>and</i> more than 50 in number	Translated vital documents	Not applicable	Not applicable
More than 5% of the eligible population or beneficiaries <i>and</i> 50 or less in number	Translated written notice of right to receive free oral interpretation of documents	Not applicable	Not applicable
5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required	1,531 (all other LEP languages Table 4)	On request at AT's discretion

Within Augusta-Richmond County approximately 1.7% of the population 5yrs and older is considered LEP (Table 4). Of the total LEP population, Spanish is the dominant LEP language group that meets the population threshold (1,772 > 1,000) for which written translations of vital documents should be provided to meet the Safe Harbor standard. Based on the low numbers of LEP persons who commute using public transit (Table 5) or encountered by AT customer facing or operational staff, it is expected that written translations of core documents would be on request only. Nevertheless, AT has access to resources and has taken measures to provide appropriate accommodations (orally or in writing) to adhere to the spirit of the Safe Harbor regulations.

³ https://www.lep.gov/sites/lep/files/resources/final_guidance_2002.pdf

Limited English Proficiency Plan and its Application

Identifying LEP Individuals Who Need Language Assistance

Federal guidance provides that there should be an assessment of the number or proportion of LEP individuals eligible to be serviced or encountered and the frequency of encounters pursuant to the first two factors in the Four-factor analysis. AT has identified the number and proportion of LEP individuals within its service area using United States Census data (see Table 4). As presented earlier, 93% of the service area population speaks English only. The largest non-English spoken language in the service area is Spanish. Of those whose primary spoken language at home is Spanish approximately 25% (1,772 (see Table 4) / 7,149 (see Table 2)) identify themselves as speaking less than “very well.”



AT may identify language assistance need for a LEP community by:

- Examining records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings.
- Engaging with vehicle operators and customer facing staff (i.e., Dispatchers, Transit Operation Supervisors, etc.) who may notify management any contacts with LEP persons.

Language Assistance Measures

Federal guidance suggests that an effective LEP should include information about the ways in which language assistance will be provided. This refers to listing the different language services a transit agency provides and how staff can access this information.

For this task Federal guidance recommends that transit agencies consider developing strategies that train staff as to how to effectively deal with LEP individuals when they either call agency centers or otherwise interact with the agency.

AT has undertaken the following actions to improve access to information and services for LEP individuals:

- Survey transit drivers and other front-line staff annually on their experience concerning any contacts with LEP persons during the previous year.

- When an interpreter is needed in person or on the telephone, staff will contact AT Spanish-speaking staff.
- AT will utilize the demographic maps (created by GIS Department City of Augusta) in order to better provide the above efforts to LEP persons within its service area.

Training Staff

Federal guidance states staff members of an agency should know their obligations to provide meaningful access to information and services for LEP persons and that all employees in public contact positions should be properly trained.



Suggestions for implementing the Language Assistance Plan, involve:

1. Identifying AT staff who are likely to come into contact with LEP individuals; and,
2. Identifying Spanish-speaking AT staff that can provide translation services.

In the case of AT, the most important staff training is for customer facing staff and bus operators. The following training will be provided to these two (2) groups:

1. Information on Title VI Procedures and LEP responsibilities
2. Information of Spanish-speaking AT staff
3. How to document language assistance requests
4. How to handle a potential Title VI/LEP complaint (see Appendix C for Title VI complaint form)

Public Involvement and LEP Populations

AT works cooperatively with ARTS (the region's MPO) to identify the existence of LEP populations, the size of any such populations, and determine what methods may be used to assist those populations and assign resources for the tasks involved. Supporting AT's public involvement program involves partnering with ARTS to provide language assistance for LEP persons seeking meaningful access to programs. To comply, public hearings and other public events are held at ADA accessible locations, collateral materials are offered in English and Spanish as required, and translation services are available upon request. Public hearings and other public events are advertised in multiple languages giving contact information to be used if special assistance or accommodations are needed.

Oral Language Assistance

The number of LEP residents in Augusta-Richmond County along with their infrequent interaction with AT has meant that AT is rarely asked to provide oral language services. This, however, does not necessarily mean that there is no need for translation arising from customer interactions or public outreach events or that this need will not be made known in the future. AT and ARTS continue to explore ways to ensure that future language needs will be met. Additionally, AT encourages LEP persons in Augusta-Richmond County not to shy away from engaging with customer facing staff when investigating local transportation options.

Providing Notice to LEP Persons

AT will make Title VI information available online 24/7 on its official website www.augustatransit.com. Title VI information in English is also available upon request from AT's administrative head office. Key documents are written in English. Notices are also posted in City of Augusta official website and on buses. Additionally, when staff prepare documentation, schedules or meetings, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on known LEP population groups.

Monitoring and Updating the Plan

The plan will be reviewed and updated on an ongoing basis. Updates will consider the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed
- Determine whether AT's financial resources are sufficient to fund language assistance resources needed



AT understands the value that transit service plays in the lives of individuals who rely on this service, and the importance of any measures undertaken to make the use of transit system easier. AT is always open to suggestions from all sources, including customers, AT or contractor staff, other transportation agencies with similar experiences with LEP communities, and the general public, regarding additional methods to improve accessibility to LEP communities.

Appendix A

Limited English Proficiency Persons by Census Tract and Estimated LEP Population
within $\frac{1}{4}$ of an Augusta Transit Fixed Route Service

Census Tract # Order	Census Tract Number	Census Tract Total Acreage	1/4 mile buffer each side of a fixed route (Transit Buffer)	Transit Buffer %	Estimate Speak English less than "very well" Population 5 years and over	Estimate Speak English less than "very well" Population 5 years and over within 1/4 mile Transit Buffer
1	1.00	1,196	291	24.3%	84	20
2	2.00	674	271	40.2%	75	30
3	3.00	444	334	75.2%	0	0
4	6.00	603	439	72.8%	0	0
5	7.00	306	306	100.0%	0	0
6	10.00	488	396	81.2%	0	0
7	11.00	528	393	74.3%	0	0
8	12.00	918	274	29.8%	0	0
9	13.00	467	293	62.6%	0	0
10	14.00	325	311	95.8%	23	22
11	16.02	924	193	20.9%	69	14
12	16.03	147	91	61.8%	29	18
13	16.04	1,084	455	42.0%	109	46
14	101.01	2,125	406	19.1%	116	22
15	101.04	2,006	217	10.8%	37	4
16	101.05	1,266	733	57.9%	200	116
17	101.07	689	121	17.5%	7	1
18	101.08	192	78	40.7%	82	33
19	101.09	608	322	53.0%	150	80
20	102.01	1,490	245	16.4%	113	19
21	102.03	1,280	988	77.2%	8	6
22	102.05	661	548	82.8%	86	71
23	102.06	1,494	354	23.7%	0	0
24	102.07	No Fixed Route Transit Line		0.0%	40	0
25	102.08	2,497	96	3.9%	127	5
26	103.00	1,325	894	67.5%	301	203
27	104.00	1,203	801	66.6%	0	0
28	105.06	1,116	664	59.5%	50	30
29	105.07	1,701	737	43.3%	75	32
30	105.08	856	280	32.8%	0	0
31	105.09	1,016	114	11.3%	3	0
32	105.10	1,339	815	60.9%	0	0
33	105.11	1,841	1,002	54.4%	23	13
34	105.12	1,277	464	36.3%	57	21
35	105.13	1,343	113	8.4%	7	1
36	105.14	1,515	557	36.8%	22	8
37	105.15	1,713	323	18.9%	20	4
38	106.01	847	422	49.8%	0	0
39	106.02	17,743	339	1.9%	4	0
40	107.06	7,635	62	0.8%	18	0
41	107.07	No Fixed Route Transit Line		0.0%	20	0
42	107.08	No Fixed Route Transit Line		0.0%	254	0
43	107.09	1,743	3	0.1%	167	0
44	107.10	No Fixed Route Transit Line		0.0%	231	0
45	107.11	No Fixed Route Transit Line		0.0%	101	0
46	107.13	No Fixed Route Transit Line		0.0%	8	0
47	107.14	No Fixed Route Transit Line		0.0%	89	0
48	108.01	2,458	3	0.1%	65	0
49	108.02	No Fixed Route Transit Line		0.0%	217	0
50	109.03	No Fixed Route Transit Line		0.0%	7	0
51	109.04	No Fixed Route Transit Line		0.0%	64	0
52	109.05	No Fixed Route Transit Line		0.0%	60	0
53	109.07	No Fixed Route Transit Line		0.0%	0	0
54	109.08	No Fixed Route Transit Line		0.0%	81	0
55	110.00	803	774	96.4%	4	4
56	111.00	588	491	83.5%	0	0
				Total	3,303	823

Source: S1601
Demographic and
Housing Estimates,
American Community
Survey 2021 5yr

Appendix B

Population 5yrs and Older by Census Tract and Size of Limited English Proficiency Population

Census Tract # Order	Tract Number	Estimate!!Total!!Population 5 years and over	Estimate!!Speak English less than very well!!Percent of specified language speakers!!Population 5 years and over"	Percent
1	1.00	4,249	84	1.98%
2	2.00	2,354	75	3.19%
3	3.00	904	0	0.00%
4	6.00	2,628	0	0.00%
5	7.00	1,118	0	0.00%
6	10.00	2,996	0	0.00%
7	11.00	1,656	0	0.00%
8	12.00	4,688	0	0.00%
9	13.00	1,792	0	0.00%
10	14.00	1,388	23	1.66%
11	16.02	3,972	69	1.74%
12	16.03	933	29	3.11%
13	16.04	2,712	109	4.02%
14	101.01	3,076	116	3.77%
15	101.04	2,679	37	1.38%
16	101.05	3,456	200	5.79%
17	101.07	2,237	7	0.31%
18	101.08	1,199	82	6.84%
19	101.09	2,914	150	5.15%
20	102.01	4,270	113	2.65%
21	102.03	3,953	8	0.20%
22	102.05	1,994	86	4.31%
23	102.06	1,979	0	0.00%
24	102.07	5,592	40	0.72%
25	102.08	5,005	127	2.54%
26	103.00	5,089	301	5.91%
27	104.00	3,023	0	0.00%
28	105.06	5,697	50	0.88%
29	105.07	4,610	75	1.63%
30	105.08	3,051	0	0.00%
31	105.09	5,101	3	0.06%
32	105.10	5,037	0	0.00%
33	105.11	3,385	23	0.68%
34	105.12	4,758	57	1.20%
35	105.13	2,813	7	0.25%
36	105.14	3,021	22	0.73%
37	105.15	3,400	20	0.59%
38	106.01	2,421	0	0.00%
39	106.02	2,511	4	0.16%
40	107.06	5,610	18	0.32%
41	107.07	3,005	20	0.67%
42	107.08	5,913	254	4.30%
43	107.09	5,176	167	3.23%
44	107.10	5,236	231	4.41%
45	107.11	4,193	101	2.41%
46	107.13	5,617	8	0.14%
47	107.14	2,904	89	3.06%
48	108.01	2,303	65	2.82%
49	108.02	4,964	217	4.37%
50	109.03	4,173	7	0.17%
51	109.04	4,189	64	1.53%
52	109.05	4,417	60	1.36%
53	109.07	2,220	0	0.00%
54	109.08	4,909	81	1.65%
55	110.00	1,624	4	0.25%
56	111.00	2,167	0	0.00%
	Total	192,281	3,303	1.72%
			Max	6.84%
			Min	0.00%

Source: S1601 Demographic and Housing Estimates, American Community Survey 2021 5yr

Appendix C

Title VI Complaint Form



Title VI Public Complaint Process

If you believe that you have been excluded from participation in, been denied the benefits of, or been subjected to discrimination under any Augusta, Georgia service, program or activity receiving federal financial assistance, including, but not limited to, service, projects or activities provided by or administered by the Augusta Planning and Development Department, the Augusta Public Transit Department, the Augusta Engineering Department, you may file an official Title VI Complaint with the Office of The Administrator of Augusta, Georgia and/or the designated representative, (hereafter "Title VI Coordinator"). The following steps describe the procedures to file a complaint and how Augusta, Georgia will respond.

1. The complaint must be submitted to the Title VI Coordinator no later than thirty (30) working days after the date of the alleged discrimination.
2. A Title VI Complaint Form can be obtained by calling (706) 821-1721, (706) 821-1796 or by downloading the form from these websites at www.augustaga.gov; <http://www.augustaga.gov/290/Planning-and-Development>; and www.augustaga.gov/arts
3. Please provide the following information on the complaint form or you may submit a signed written statement that contains all of the following written information:
 - Your name, address and how to contact you (phone number, email address, etc.);
 - The basis of the alleged discrimination complaint (race, color, or national origin);
 - How, why, when and where you believe you were excluded from participation in, were denied the benefits of, or were subjected to discrimination. If the alleged
 - incident occurred on the bus, give date, time of day, and bus number if available;
 - Include the location, names and contact information of any witnesses;
 - Indicate whether you have filed the complaint with Federal Transit Administration; and
 - You must sign your letter of complaint.

If you, as the complainant, are unable to read and/or write a complaint, the Title VI Coordinator will assist you with the complaint. Augusta, Georgia is committed to providing open access to its services to persons with limited ability to speak or understand English; if requested by complainant, the Title VI Coordinator will provide language translation services.

4. The complaint shall be sent to any of the following addresses:

Office of the Administrator
535 Telfair Street, Suite 910, Augusta, GA 30901

Augusta Transit Department
2844 Regency Boulevard, Augusta, GA 30904

Augusta Planning and Development Department
535 Telfair Street, Suite 300, Augusta, GA 30901

5. All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential. The Title VI Coordinator will review every complaint, and when necessary, begin the investigation process. At a minimum the investigating will:
 - Identify and review all relevant documents, practices and procedures;
 - Identify and interview persons with knowledge of the alleged discrimination, that is, the person making the complaint; witnesses or anyone identified by the Complainant; anyone who may have been subject to similar activity, or anyone with relevant information.
6. Upon completion of the investigation, the Title VI Coordinator will complete a final report for Augusta, Georgia. The investigation process and final report should take no longer than ninety (90) days after receipt of the complaint. If a Title VI violation is found to exist, remedial steps as appropriate and necessary will be taken immediately. The Complainant will also receive a copy of the final report together with any remedial steps.

If no violation is found and the complainant wishes to appeal the decision, he or she may contact the Federal Transit Administration, 230 Peachtree Street NW, Suite 800, Atlanta, GA 30303 Attention: Regional Civil Rights Officer, or by calling (404) 885-5628, or web site http://www.fta.dot.gov/civilrights/title6/civil_rights_5104.html Complainants may also file their initial Title VI complaint directly to the Federal Transit Administration no later than 180 days after the date of the alleged discrimination.



Augusta, Georgia Title VI Complaint Form

File # _____

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of **race, color, or national origin** in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

The Title VI of the Civil Rights Act of 1964 guarantees fair treatment for all people and provides for Augusta Georgia through the Title VI Coordinator, Augusta Planning and Development Department (APDD), and Augusta Transit (AT), to identify and address, as appropriate, disproportionately high and adverse effects of its programs, policies, and activities on minority and low-income populations, such as undertaking reasonable steps to ensure that Limited English Proficient (LEP) persons have meaningful access to the programs, services, and information.

Augusta Georgia through the Title VI Coordinator, APDD, and AT works to ensure nondiscriminatory transportation in support of our mission to provide quality, dependable, safe, accessible, and affordable transit service, to enhance the social and economic quality of life for all citizens of Augusta-Richmond County and ARTS/MPO area. The Title VI Coordinator is responsible for the Civil Rights Compliance and Monitoring to ensure non-discriminatory provision of transit services and programs.

Complainant Name _____

Mailing Address _____

Telephone Numbers _____
(Home) (Work)

Email Address _____

List type of discrimination (please check all that apply):

Race Color National Origin

Other _____

Please indicate your race/color, if it is a basis of your complaint _____

Please describe your national origin, if it is a basis of your complaint _____

Location where incident occurred _____

Time and date of incident _____

Name/Position title of the person who allegedly subjected you to Title VI discrimination:



Briefly describe the incident (use a separate sheet, if necessary):

Did anyone else witness the incident? Yes _____ No _____

List witnesses (Use a separate sheet, if necessary)

Name _____

Address _____

Telephone Number _____

Name _____

Address _____

Telephone Number _____

Have you filed a complaint about the alleged discrimination with the Federal Transit Administration?

Yes _____ No _____ If yes, when? _____

Signature

Date

Appendix H

Operating Area Language Data:

Augusta Transit Service Area

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Augusta Transit Operating Area Language Data: B16001 - LANGUAGE SPOKEN AT HOME BY THE POPULATION 5 YEARS AND OVER (YEAR 2022)				
<u>Criteria</u>	<u>Population</u>	<u>% Total Population</u>	<u>% Population >5yrs</u>	<u>% Population >5yrs speaking languages other than English</u>
Total Population (2022)	206,153	100.0%		
Population 5 years and over	192,650	93.5%	100.0%	
Population 5 years and over speak only English	179,418		93.1%	
Population 5 years and over speak a language other than English	13,232		6.9%	100.0%
Population 5 years and over speak a language other than English: Spanish	7,242			54.7%
Population 5 years and over speak a language other than English: Other Indo-European languages	2,822			21.3%
Population 5 years and over speak a language other than English: Asian and Pacific Island languages	2,310			17.5%
Population 5 years and over speak a language other than English: Other languages	858			6.5%
Source: Table B16001 American Community Survey, 5-Year Estimates, 2018-2022				

Augusta Transit Operating Area Language Data: B16001 – SPEAK ENGLISH LESS THAN VERY WELL 5 YEARS AND OVER (YEAR 2022)			
<u>Criteria</u>	<u>Population</u>	<u>% Total Population</u>	<u>% LEP Population >5yrs</u>
Total Population (2022)	206,153	100.0%	
Population 5 years and over	192,650	93.5%	
Population 5 years and over speak English less than very well	3,259	1.6%	100.0%
Population 5 years and over speak English less than very well: Spanish	1,738		53.3%
Population 5 years and over speak English less than very well: Other Indo-European languages	439		13.5%
Population 5 years and over speak English less than very well: Asian and Pacific Island languages	959		29.4%
<i>Source: Table B16001 American Community Survey, 5-Year Estimates, 2018-2022</i>			

Appendix I

Demographic Maps

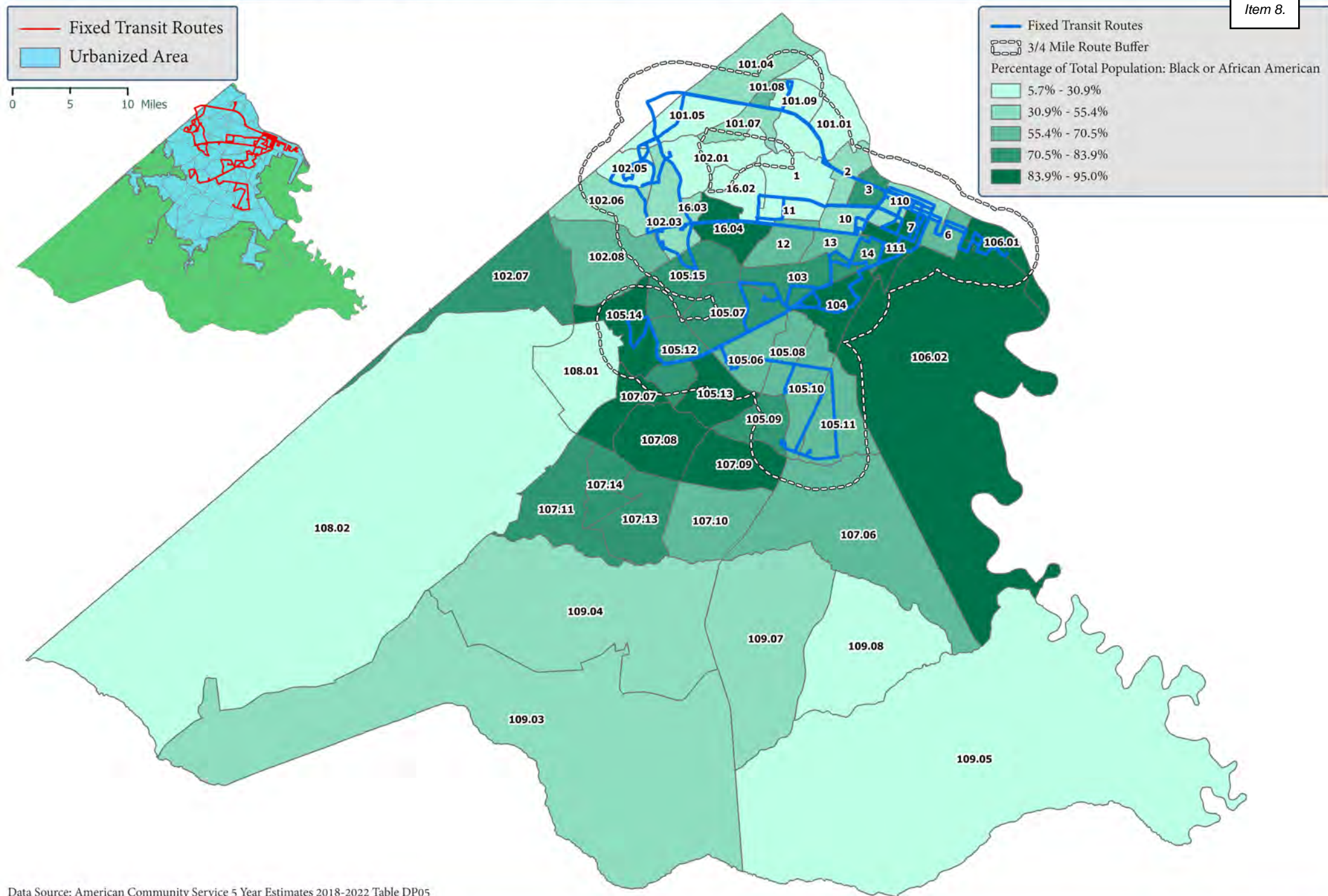
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Black or African American Proportion of Total Census Tract Population Year 2022



Data Source: American Community Service 5 Year Estimates 2018-2022 Table DP05

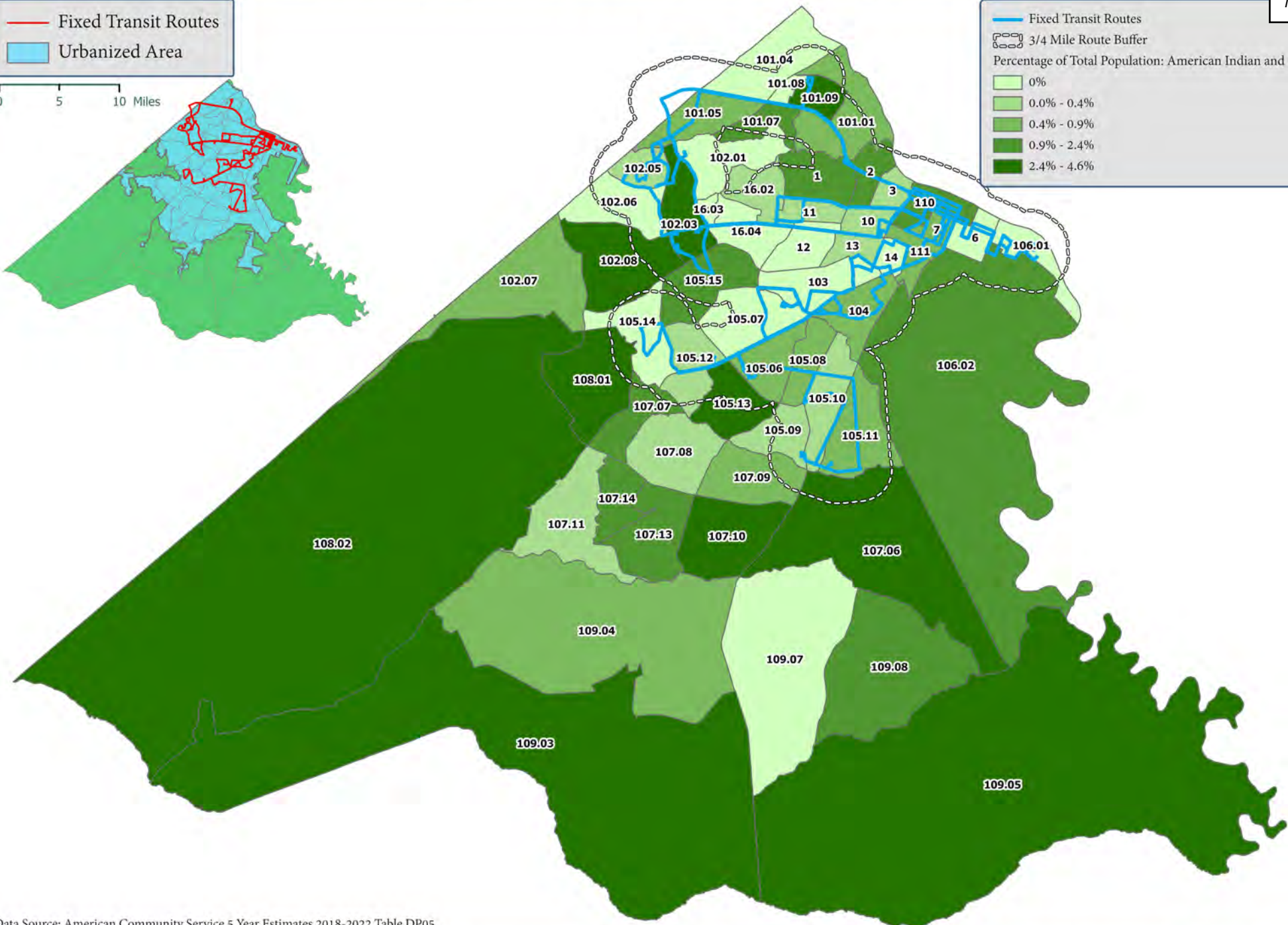
American Indian and Alaska Native Proportion of Total Census Tract Population Year 2022

Item 8.

Fixed Transit Routes
Urbanized Area

0 5 10 Miles

Fixed Transit Routes
3/4 Mile Route Buffer
Percentage of Total Population: American Indian and Alaska Native
0%
0.0% - 0.4%
0.4% - 0.9%
0.9% - 2.4%
2.4% - 4.6%

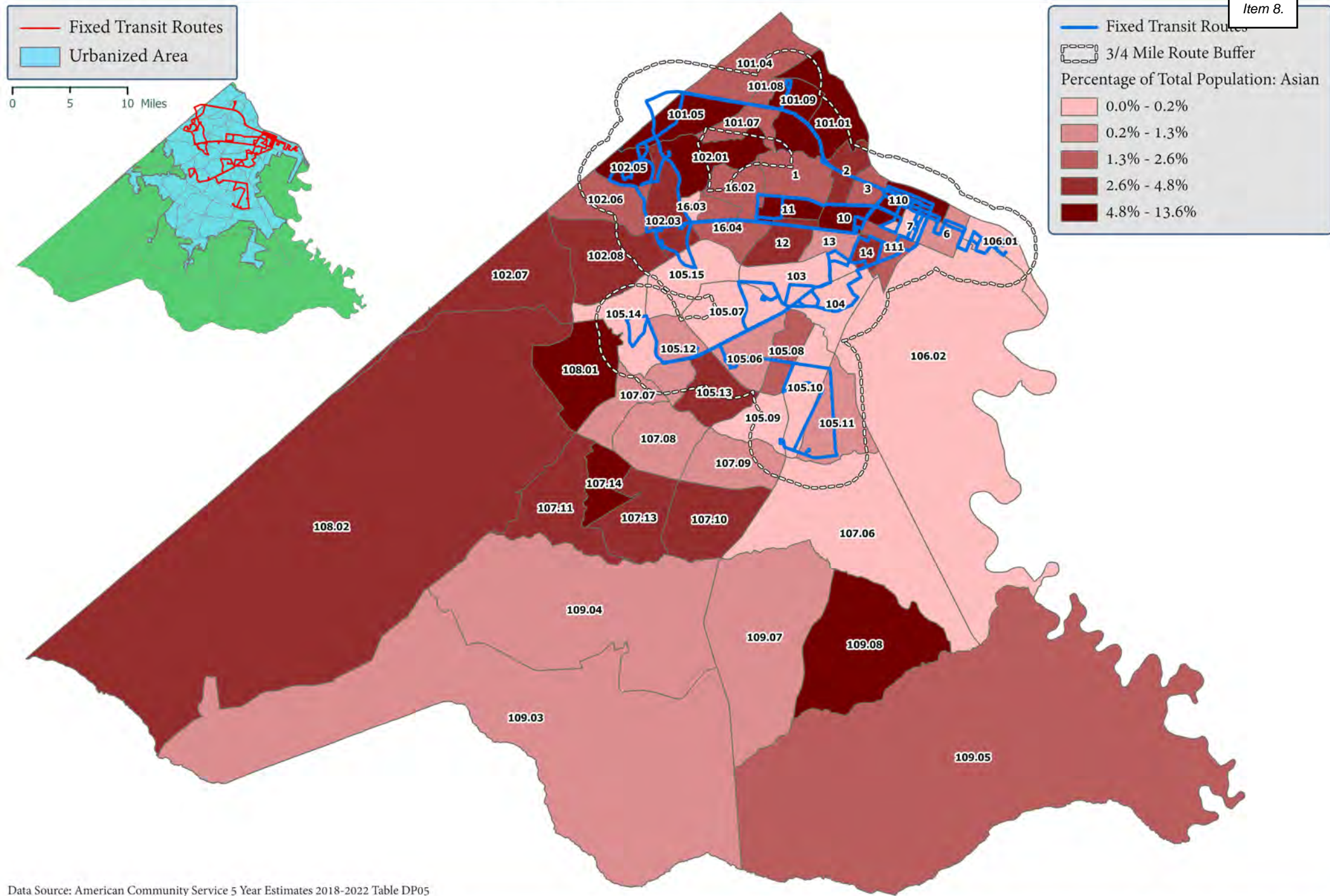


Data Source: American Community Service 5 Year Estimates 2018-2022 Table DP05

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Asian Proportion of Total Census Tract Population Year 2022



Data Source: American Community Service 5 Year Estimates 2018-2022 Table DP05

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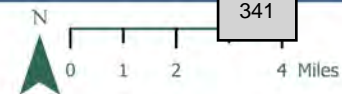
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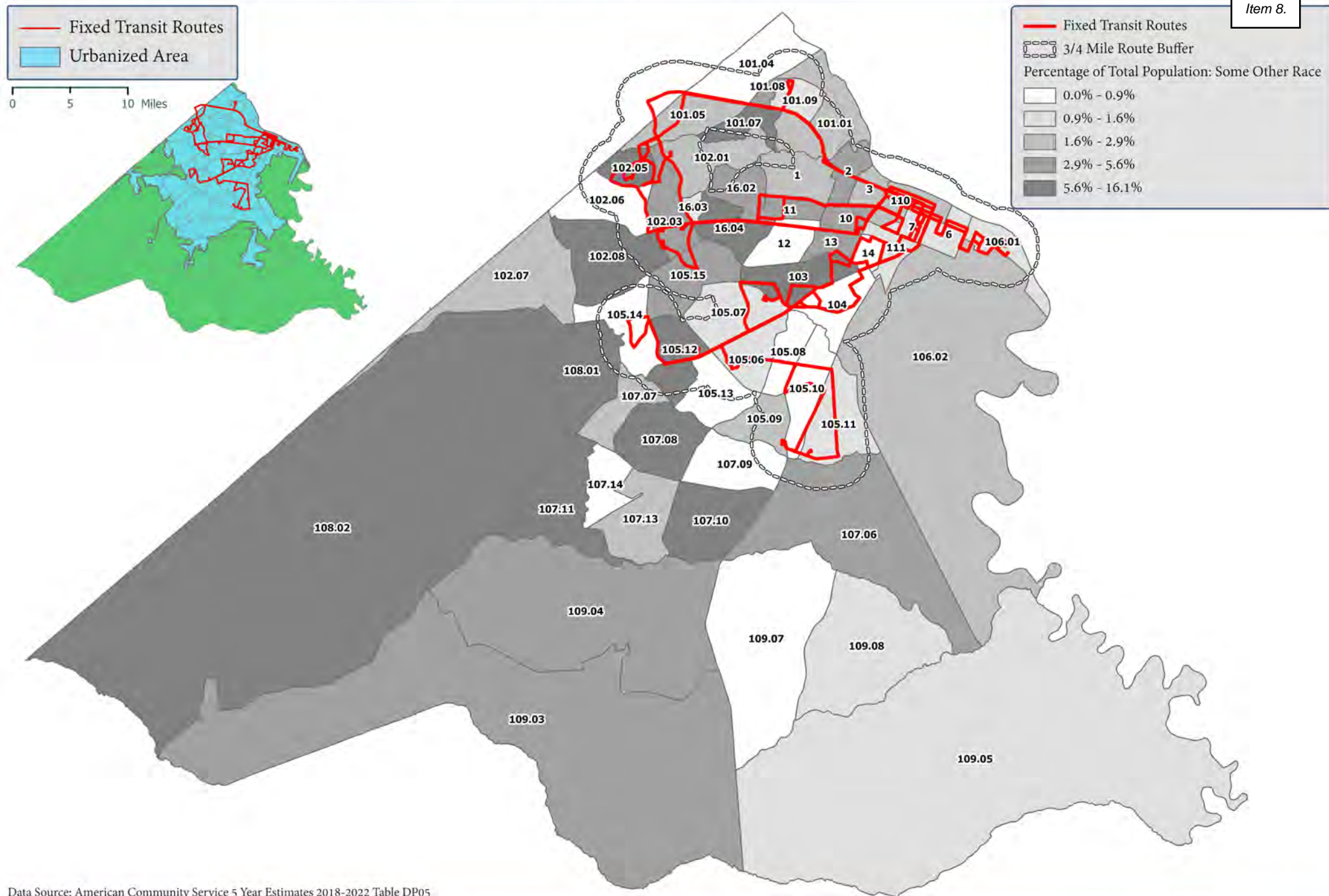
3/7/2024 Moeller
pg001_CIBMap001_AugustaInformationTechnologyDepartment_CensusDataReport

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Some Other Race Proportion of Total Census Tract Population Year 2022



Data Source: American Community Service 5 Year Estimates 2018-2022 Table DP05

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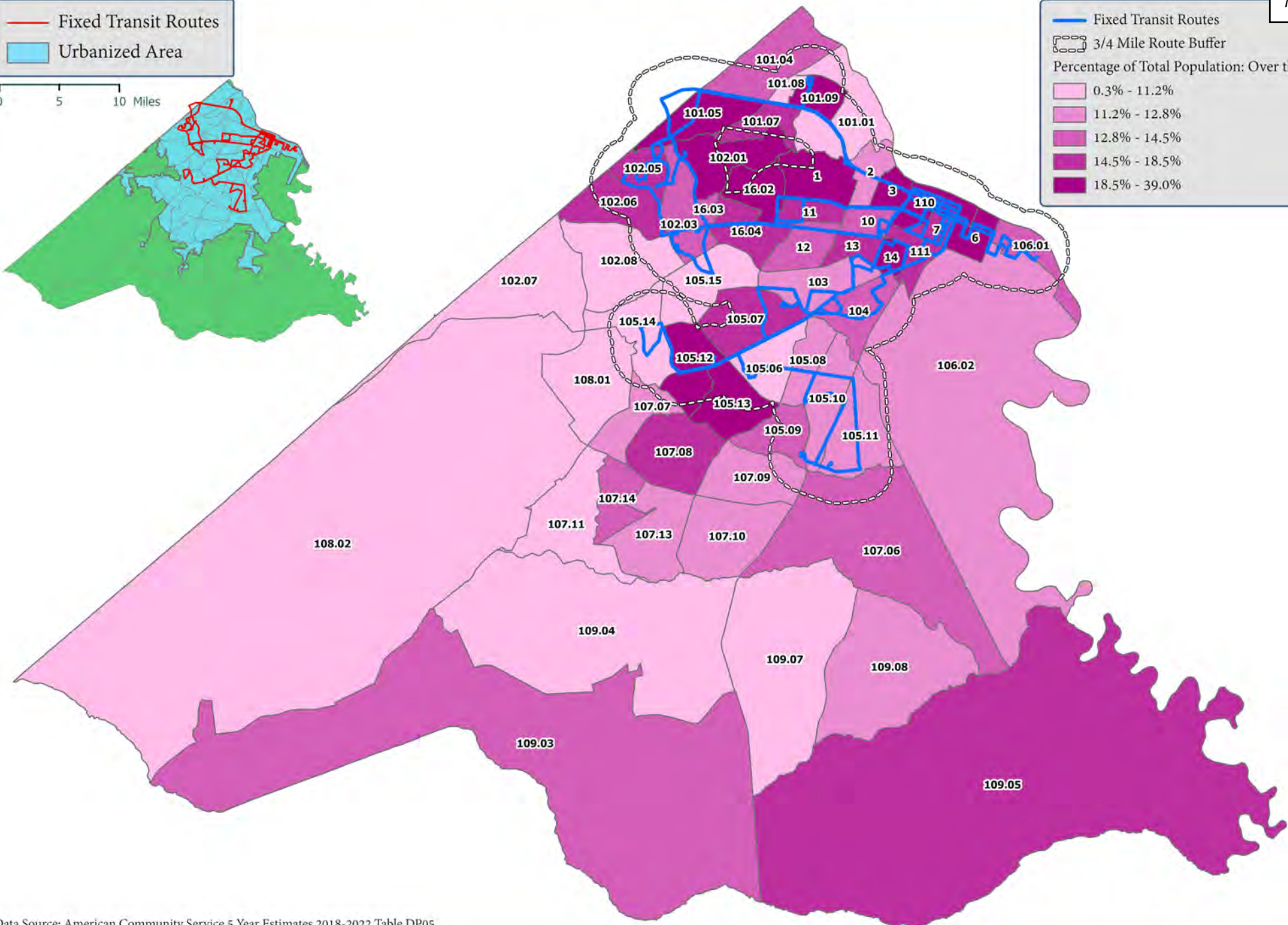
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Proportion of Seniors (65yrs and Older) of Total Census Tract Population Year 2022

Fixed Transit Routes
Urbanized Area

0 5 10 Miles

Fixed Transit Routes
3/4 Mile Route Buffer
Percentage of Total Population: Over the Age of 65
0.3% - 11.2%
11.2% - 12.8%
12.8% - 14.5%
14.5% - 18.5%
18.5% - 39.0%



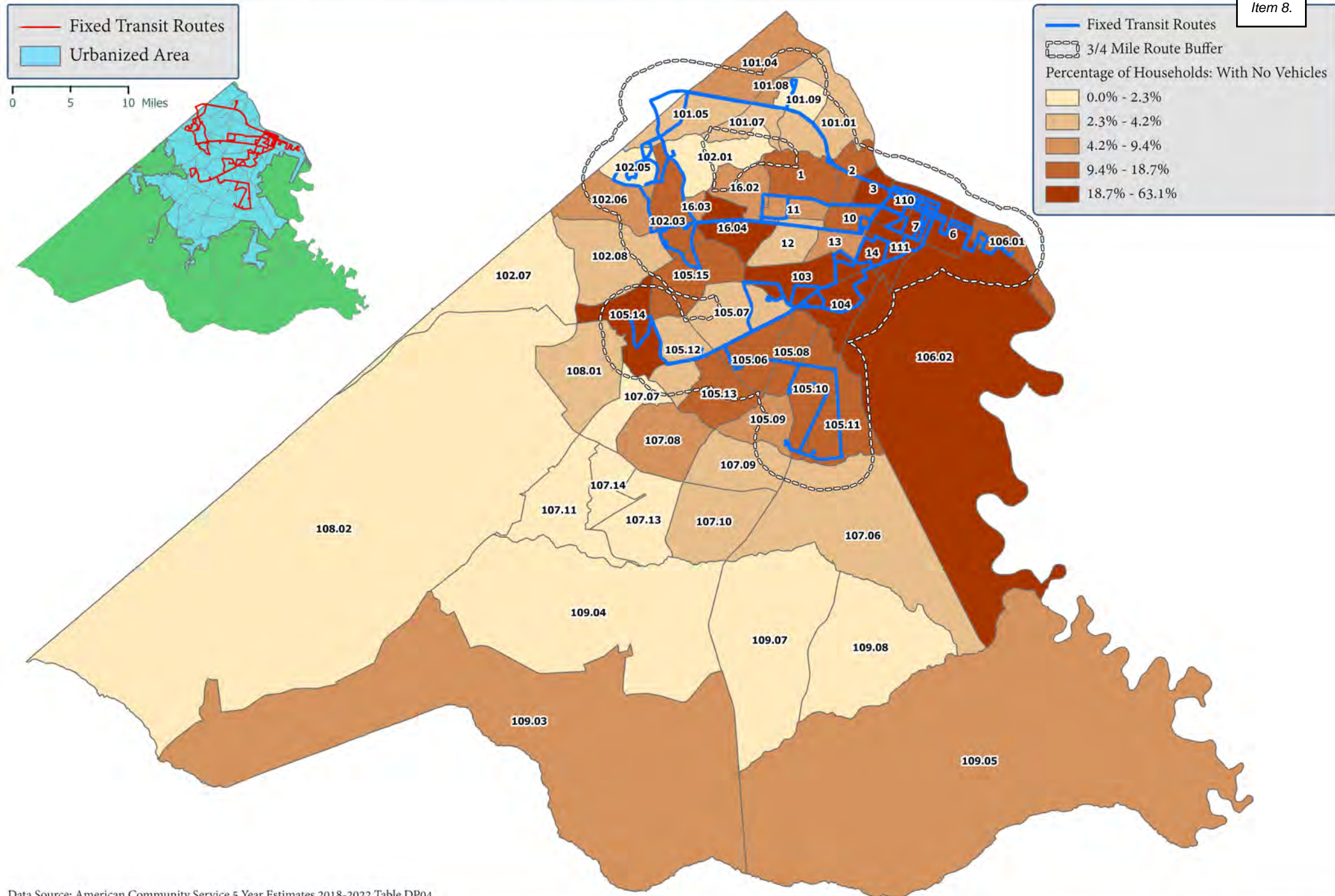
Data Source: American Community Service 5 Year Estimates 2018-2022 Table DP05

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Percentage of Occupied Households with Zero Vehicles Year 2022

Item 8.



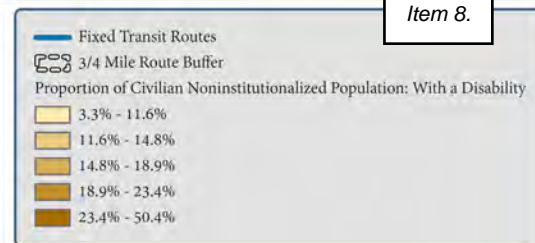
Data Source: American Community Service 5 Year Estimates 2018-2022 Table DP04

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— Fixed Transit Routes
 Urbanized Area



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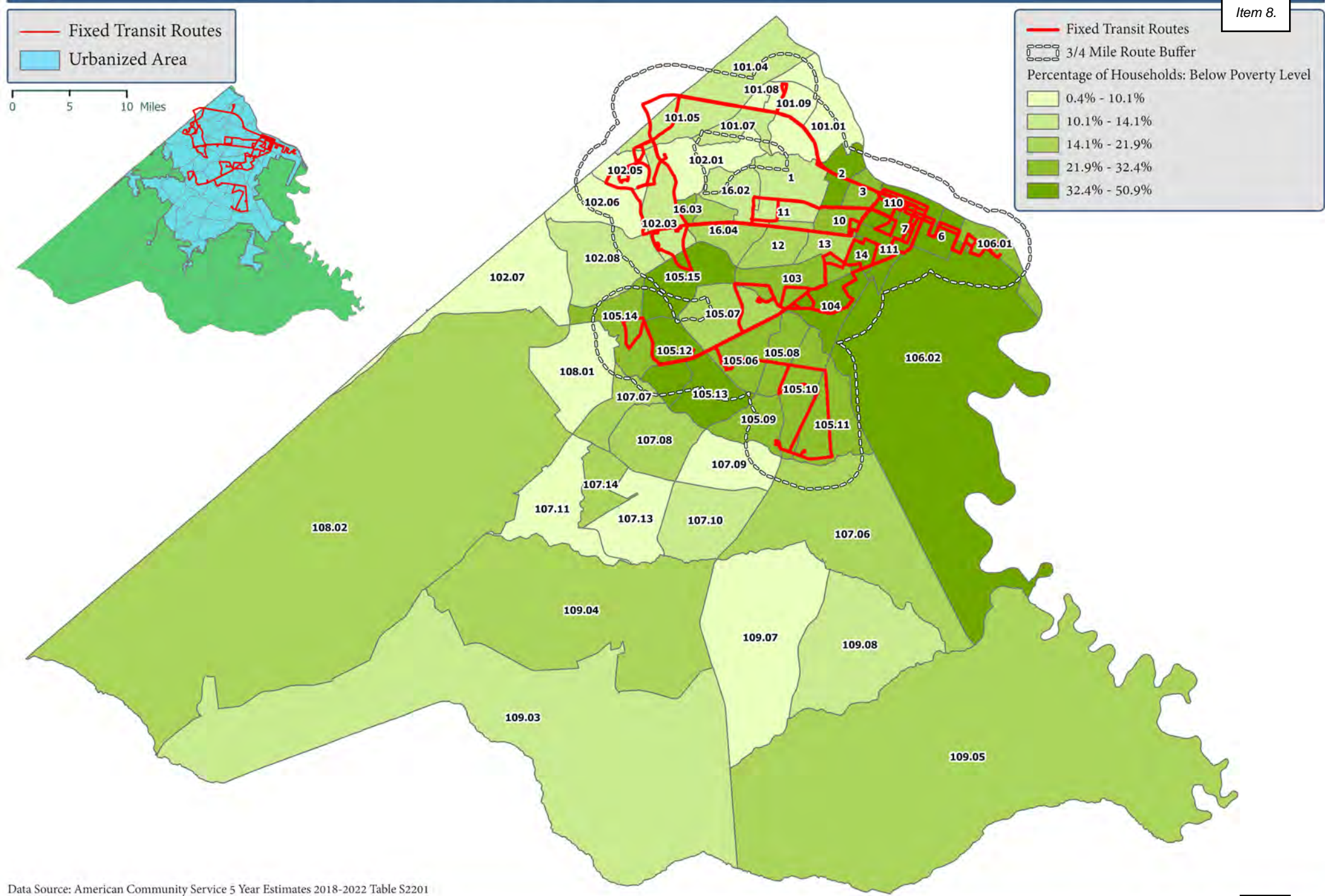


A horizontal number line is shown with tick marks at 0, 1, 2, and 4. The unit is labeled "Miles". A shaded rectangular region is drawn between the 2.5 and 3.5 mile marks.

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Proportion of Households Below Poverty Level Year 2022

Item 8.



Data Source: American Community Service 5 Year Estimates 2018-2022 Table S2201

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Appendix J

Title VI Equity Analysis

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AUGUSTA PUBLIC TRANSIT

EQUITY ANALYSIS REPORT

2844 REGENCY BOULEVARD, GA

MAIN STREET CONNECTIONS



EXECUTIVE SUMMARY

Augusta Public Transit (APT) has prepared a Transit Equity Analysis for their new bus maintenance and administrative facility to be located at 2844 Regency Boulevard, Augusta, Georgia. The transit facility is currently in the planning phase, and is slated for construction in 2017. Because the facility was funded utilizing Federal Transportation Administration (FTA) funds, APT must comply with FTA's Title VI, Civil Rights regulations of the new maintenance facility. These requirements are defined in FTA's Circular C 4702.1B, dated October 1, 2012. Chapter III, Section 13 refers to the Determination of Site or Location of Facilities. Specifically, Title 49 CFR Section 21.9 (b)(3) states "In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies, on the grounds of race, color, national origin;" Compliance is defined as no disparate impacts or disproportionate burden occurs as a result of the construction of APT's transit facility. This transit equity analysis will provide an in depth overview of the requirements to illustrate APT's compliance with Title VI requirements.

APT's TITLE VI COMPLIANCE

APT has an established Title VI Compliance process to ensure that they are meeting all Civil Rights requirements. APT's most recent Title VI report was finalized in March 2015, and approved by FTA in January 2016. APT's Title VI policy is extremely comprehensive and includes detailed information regarding APT's Title VI complaint process, as well as demographic mapping illustrating the densities and locations of minority populations within APT's service area. APT has a designated Title VI officer who responds to grievances and customer complaints should they arise. APT's Title VI policy includes a detailed procedure that is followed to ensure that passenger complaints regarding discrimination are handled fairly, and that all complaints are resolved in a timely fashion. APT's Title VI Report, as well as the website details the Title VI process, so that the process is transparent and any passengers who may wish to file a complaint have clear guidance on the process, and what to expect as an outcome.

PROJECT BACKGROUND

PROJECT PLANNING

The project planning and site selection process for APT's new transit facility began in 2013. Augusta Public Transit's (APT) current vehicle maintenance facility is beyond its useful life to repair or rehabilitate, in a practical and cost effective manner. The purpose of the new operations and maintenance facility, is to allow Augusta Public Transit (APT) the opportunity to move from their current facility, to a new space for improved operational efficiency of the current fleet. In addition, the new facility will allow APT to expand operations to meet current ridership needs,

and enhance public transportation in the region. A new facility is also necessary to properly maintain APT's capital assets. The facility will have five (5) maintenance bays, a chassis wash, and bus wash located within a full service lane. The facility will be designed to easily retrofit and accommodate CNG vehicles should APT choose this vehicle configuration in the future.

The administration portion of the facility will provide offices and work stations to meet current as well as future staffing needs. Other features of the new facility will include: a driver breakroom with lockers, a dispatch and mobility center to support APT's paratransit needs, and several training rooms to accommodate multiple department training needs. The facility will also be supported with a stand by generator to fully operate the facility when emergencies arise.

To date, the site selection search has identified two potentially viable sites for the facility, one located at 2844 Regency Boulevard, and another site located at 1517 Gordon Highway. The project site selection process has included a Phase I Environmental Site Assessment (ESA) for this site. The Phase I ESA results did not identify hazardous materials on this particular site.

Because the site selection process is not yet finalized, there have been no public hearings held at this time. Once the site has been selected, the public hearing process will begin. The public hearing process will allow local residents the opportunity to voice their opinion on the project location, and enables the project team to describe the project more fully and to showcase the facility rendering and site plan. The Categorical Exclusion for this site is currently in the preparation phase, and once fully complete, will be submitted to FTA for their review and approval of the final site selected at 2844 Regency Boulevard. APT's maintenance facility will most likely fall under a c (9) categorical exclusion under Section 771.118. The c (9) determination is the "construction of facilities that is consistent with existing land use and zoning requirements, and uses primarily land disturbed for transportation use." The site selected for the facility location is in an area that is zoned for a bus maintenance facility, which allows for those associated uses and activities.

PLANNING STUDIES

There have been numerous planning and transportation planning studies developed in the Augusta, Georgia-Richmond County area over the past decade. The list below illustrates recent studies with the most relevance to this particular project.

- ✓ Augusta-Richmond County Comprehensive Plan (October 2008)
- ✓ APT Transit Development Plan (December 2009)
- ✓ Augusta-Richmond MPO Regional Freight Plan (Draft January 2009)
- ✓ Augusta Regional Transportation Study (September 2006)
- ✓ Augusta Regional Transportation Study Transportation Vision 2040

APT TRANSIT FACILITY DETAILS

APT's new transit facility will be located at 2844 Regency Boulevard, Augusta GA 30904. Once complete, the facility will encompass a total of 30,124 square feet, of which 20,783 square feet will be comprised of bus maintenance operations, 2,325 square feet designated for administrative and office space use, 1,885 square feet for operations, and 5,130 square feet in shared area use. There will be space to accommodate 40 buses to be housed on site, and additional space to accommodate 9 transit support vehicles. Employee parking will total 86 spaces, with 4 visitor parking spaces for a total of 90 parking stalls on the site. The lot size located at 2844 Regency Boulevard is 4.9 acres in size, and construction is anticipated to begin in March of 2017.

FIGURE 1- AERIAL SITE VIEW

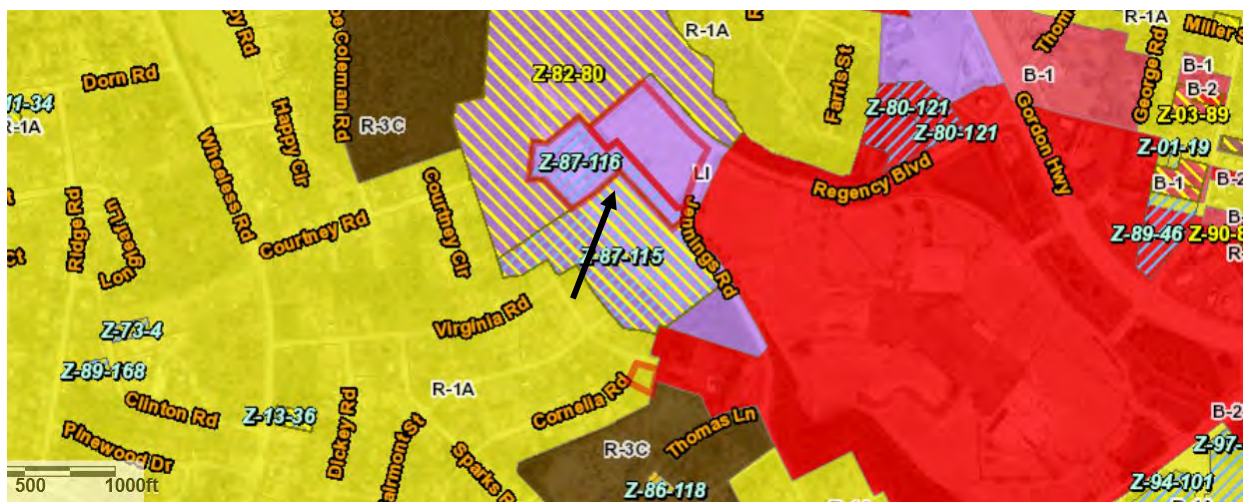


Zoning for the proposed facility located at 2844 Regency Boulevard and 2413 Jennings Road is zoned Light Industry (LI), shown in Figure 2 below. According to the City of Augusta's "Comprehensive Zoning Ordinance," the uses allowed in this zone specific to APT's proposed facility include: general storage, warehouse facilities, light manufacturing, storage of heavy equipment and trucks, and automotive repair and storage. Automotive repair is allowed under the stipulation that "all repair work and vehicle storage shall be conducted within an area enclosed on all sides by a solid wall, or finished fence not less than six (6) feet in height." As shown in the map below the project site is immediately surrounded by Light Industrial Zones on all sides and a large B-2 Business zone shown in red to the southeast of the site. The site is situated in an area with good roadway access to Route 278, yet situated off the main corridor for ease of access to the site. It is also located in area behind a large vacant mall, and other vacant industrial parcels. The siting of the facility at the location at 2844 Regency Boulevard/2413 Jennings Road

provides the opportunity to breathe new life into an underutilized industrial location. Since APT is the public transit system in the community, the project also brings about a local presence to this location.

Several use restrictions of the LI zone specific to the proposed transit facility include the emissions of noxious gases and odors associated with the facility use, as well as noise or vibrations associated with the facility. Parking of vehicles other than employees or customers of the facility is not permitted within 50 feet of an R-1 zone. Because the site is at 2844 Regency Boulevard 4.9 acres in size, and the site at 2413 Jennings Road is 4.75 acres, the facility will be able to meet the parking requirements. The facility is not expected to emit noxious gases or odors associated with its use, nor is excessive noise anticipated with the maintenance of transit vehicles in an indoor environment.

FIGURE 2- ZONING MAP



The population data in the City of Augusta Georgia, and Richmond County is shown in Table 1 below. It is important to note that the Augusta- Richmond County GA-SC Metropolitan Statistical Area (MSA) as of 2014 has a total population of 564,873. For the purposes of this study, we are focusing on the City of Augusta - Richmond County data set due to the location of the study site, and to accurately compare the demographic information of the area as a whole to the $\frac{3}{4}$ of a mile site analysis.

Of the total population in the City of Augusta/Richmond County, African Americans represent the majority of the population at 55% with whites as the second largest group at 39%. The three other population groups of Hispanic, Asian and Other which includes Native American make up 4%, 2%, and 2% of the population respectively. In the State of Georgia as a whole, whites

represent 60% of the population, and the African American population represents 30% of the population state wide.

Table #1 - Population Data

	<i>Augusta-Richmond County</i>	<i>Percent</i>	<i>Columbia County</i>	<i>Percent</i>	<i>State of Georgia</i>	<i>Percent</i>
US Total Population	195,844	100%	124,053	100%	9,687,653	100%
Total White	76,573	39%	94,867	76%	5,787,440	60%
Total African American	107,182	55%	18,439	15%	2,950,435	30%
Total Hispanic	8,053	4%	6,175	5%	853,689	9%
Total Asian	3,312	2%	4,761	4%	314,467	3%
Total Other	3,683	2%	2,497	2%	427,822	4%

Source: US Census

Table 2 below illustrates the relevant economic data for the City of Augusta/Richmond County Consolidated area, Columbia County Georgia, and the State of Georgia as a comparison. The low income population in Augusta/Richmond County is higher than the state of Georgia as a whole, and higher than Columbia County. Conversely, the median household income is highest in Columbia County, and higher in the state of Georgia as compared to Augusta/Richmond County by nearly \$12,000.

Table #2 - Economic Data

	<i>Augusta/Richmond County GA</i>	<i>Columbia County GA</i>	<i>State of Georgia</i>
Median Household Income	\$37,593	\$68,516	\$49,342
Mean Travel time to Work	20 mins	24.7 mins	27.2 mins
Persons In Poverty	25.7%	9.5%	18.3%
Population per Square Mile	647.5	427.6	168.4

Source: US Census

3/4 MILE SITE ANALYSIS

Proposed Construction Site:

2844 Regency Boulevard, Augusta GA






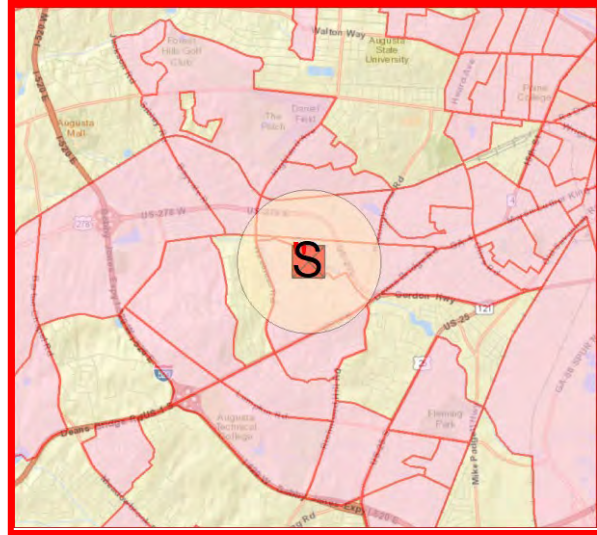
LOW INCOME

The designated construction area has evidence of low to moderate income population. These designated areas indicate 51% or more of individuals are in low or moderate income families. However, because the proposed construction area is in an already industrialized area it is not anticipated it will pose any additional impact on said populations.

The Area Median Income in the Augusta/Richmond County Metropolitan Statistical Area (MSA) for a family of four in 2016 is \$59,100. Low income in the Augusta MSA is considered \$24,840 for a family of one, and \$35,460 for a family of four to be considered eligible for Low Income Housing Tax Credits or eligible for the HOMES program. These figures are derived from the Federal Housing and Urban Development Area Median Income rates.



Legend

-  ¾ miles Buffer Zone
-  2844 Regency Boulevard, Augusta GA
-  Low to Moderate Income Areas




**POPULATION DENSITY**

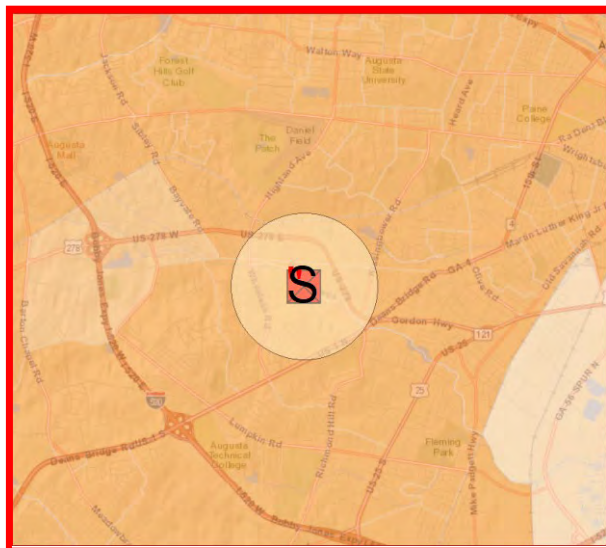
The designated area ¾ of a mile radius from the proposed site occupies seven (7) census block groups, with an estimated population of 2,793 individuals. The average population density within the ¾ of a mile radius is 2,472 persons per square mile. This falls within the higher population density range in the proposed construction area. Because the proposed construction area is in an already industrialized area it is not anticipated it will pose any additional impact on said populations.

Legend

-  ¾ miles Buffer Zone
-  2844 Regency Boulevard, Augusta GA

2012 Population Density



-  1,001 to 10,000 people
-  101 to 1,000 people
-  100 or less people









SENIOR POPULATION

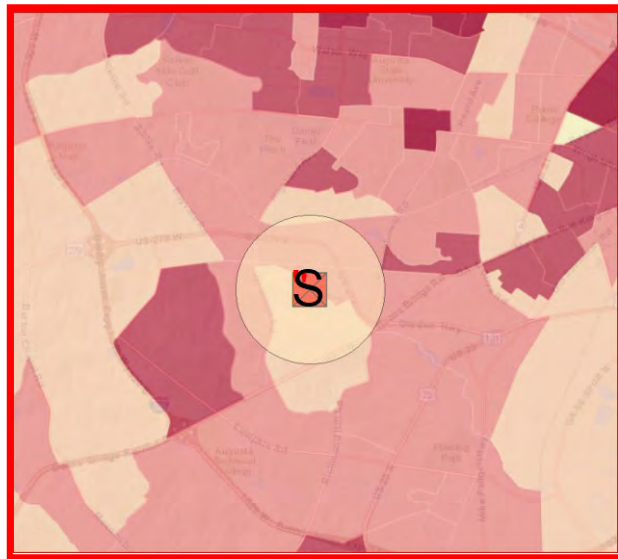
Within the $\frac{3}{4}$ of a mile radius from the proposed construction site, there is both low and moderate senior populations as illustrated on the map below. There is both an estimated senior population of less than 2%, and the range of 2.1% to 10%. This statistic is not significant however, and the proposed site is determined to have no significant impact on senior populations within the $\frac{3}{4}$ radius of the proposed site.

Legend

-  $\frac{3}{4}$ miles Buffer Zone
-  2844 Regency Boulevard, Augusta GA


Population 65+ Years Old

-  27.1% or more
-  19.1% to 27%
-  10.1% to 19% (US Avg: 13.5%)
-  2.1% to 10%
-  2% or less
-  No population



AFRICAN AMERICAN POPULATION






The African American population within $\frac{3}{4}$ of a mile from the proposed facility location is in the range of 19.1% - 30% which is the high range. The significance of this range for this area is low due to the fact that the African American population makes up the majority of the population at 55%. The proposed construction site is located in an industrial zone, and is not anticipated it will pose any additional impact on said populations.

Legend
 ¾ miles Buffer Zone



2844 Regency Boulevard, Augusta GA

Percent African American population

-  Very High (More than 30%)
-  High (19.1% - 30%)
-  Average (7.1% - 19%)
-  Low (7% or less)
-  None

**OTHER POPULATION DEMOGRAPHICS**

Other population demographics by race located within the designated ¾ mile proposed construction site include the following: Native American (less than 1%), Asian (less than 2%), Pacific Islander (less than .5%), and other populations approx. 1%. This population falls within the low-range of approximately less than 2%. Therefore, there is no significant impact or disproportionate burden on these populations residing ¾ of a mile from the proposed facility.

Table #3 - Population Data

	<i>City Augusta/Richmond Co.</i>	<i>Percent</i>	<i>¾ Mile Site</i>	<i>Percent</i>
Total Population	195,844	100%	2,793	100%
Total White	76,573	39%	1092	39%
Total African American	107,182	55%	1528	54.7%
Total Asian	3,312	2.5%	47	1.70%
Total Other	3,683	1.6%	126	4%
Low Income	-	25.7%	627	51%

Source: US CENSUS

CONCLUSION

Augusta Public Transit is committed to the compliance of Title VI requirements outlined in FTA's Circular 4702.1B, and ensures continuing compliance with the timely update of the Title VI Policy, the open process by which the public was informed of the new facility, the full transparency of APT's Title VI process, and in the preparation of this Transit Equity Analysis Report for the construction of the new transit maintenance facility. The data and analysis that was performed as part of the Categorical Exclusion that was approved as part of the planning process for the transit facility, as well as the public hearings that occurred illustrate compliance with respect to Title VI regulations.

Based upon the results of this analysis, it has been determined that there are no disparate impacts or disproportionate burden on minority or low income populations based on the results of this study. The proposed transit facility is to be located within an industrial zone with the express purpose of siting businesses used for heavy manufacturing. The facility location, and the associated uses of the transit facility in this zone is consistent with the allowable land uses designed to minimize impacts to nearby residential communities. The data in this report shows that there are 2,793 residents living within $\frac{3}{4}$ of a mile radius of the facility. The resulting analysis shows that the demographics within the greater August region compared to the $\frac{3}{4}$ of a mile radius within the proposed facility site are virtually the same. Although the percentages for the low to moderate income population is higher in the $\frac{3}{4}$ of a mile radius at 51% as compared to the region as a whole, it is not significant enough to pose a disparate impact to low income populations. Overall the facility location is well suited for the purposes of constructing APT's transit maintenance facility, and does not indicate disparate impacts or disproportionate burden on minority or low income populations as a result of siting the facility in this location.



Commission Meeting

May 7, 2024

Augusta Regional Airport

Department:	Augusta Regional Airport – Fuel Farm Improvements, Change Order No. 2
Presenter:	Herbert Judon
Caption:	Motion to approve Change Order No. 2 to contract with RW Allen Construction, LLC in the amount of (\$1,730.80). Approved by the Augusta Aviation Commission on March 28, 2024 (23BFA132). (Approved by Public Services Committee April 30, 2024)
Background:	<p>RW Allen Construction, LLC is currently contracted to construct the Fuel Farm Improvement project. This requested Change Order No. 2 includes costs associated with additional bollards located around the new Fuel Farm required by State Inspection agencies and a new electrical access panel within the testing building.</p> <p>Along with the aforementioned costs included within Change Order No. 2, there are also savings identified within the project due to as constructed/actual field conditions and scope changes. These items included the removal of an excavated inlet sediment trap, the removal of a temporary diversion channel, removal of water quality monitoring, sampling and inspections, and the removal of topsoil within the staging area.</p> <p>The additional bollards identified and quantified within this Change Order request are due to the code and inspection requirements with the city of Augusta and State of Georgia. During construction, the proposed layout was provided to the inspection agencies for approval and in doing so, additional bollards around the new Fuel Farm layout were identified. This change ended up in totaling 62 additional bollards not previously included within the project along with additional mobilization/markup. This requirement was not previously in practice at the existing facility nor was deemed to be required during the permitting process.</p>
Analysis:	<p>Staff has evaluated the Change Order request provided by RW Allen and finds that the costs associated with the new line item(s) are acceptable and are within the unit prices provided as part of the original contract and/or within the industry.</p> <p>This is the second Change Order for this project and revises RW Allen's contract to \$2,692,913.16.</p>
Financial Impact:	This Change Order will result in a net decrease to the overall project.

Alternatives: To deny.

Recommendation: Recommend Approval. Approved by the Augusta Aviation Commission on March 28, 2024.

Funds are available in the following accounts: 551081306-5414910

REVIEWED AND N/A
APPROVED BY:



CHANGE ORDER

OWNER - Augusta Aviation Commission
Augusta Regional Airport
1501 Aviation Way
Augusta, GA 30906
Ph: 706-796-4010

ARCHITECT / ENGINEER – Mead & Hunt, Inc.

5955 Core Road, Suite 515
North Charleston, SC 29406
Ph. (843) 486-8330

PROJECT: AGS Fuel Farm Improvements
Project No.: 0119700-210446.02

CHANGE ORDER NO.: 02
Date: 03/28/2024
Cc:

CONTRACTOR: RW Allen Construction, LLC
1015 Broad St, Augusta, GA 30901

DESCRIPTION of CHANGE:

CP No.	Description	Amount
COP-2	Additional Bollards Required	\$93,752.00
COP-2	Control Building Electrical Access Panel	\$488.00
	General Contractor Fee and Overhead Fee (7.5%)	\$7,068.00
	Insurance (0.5%)	\$471.20
	TOTAL	\$101,779.20

CP No.	Description	Amount
COP-2	Emergency Erosion Control Mobilization	(\$1,950.00)
COP-2	Construct, Maintain, and Remove Excavated Inlet Sediment Trap	(\$7,500.00)
COP-2	Construct, Maintain, and Remove Temporary Diversion Channel	(\$6,405.00)
COP-2	Water Quality Monitoring and Sampling	(\$6,300.00)
COP-2	Water Quality Inspections	(\$5,400.00)
COP-2	Topsailing, Staging Area	(\$75,955.00)
	TOTAL	(\$103,510.00)

PROVIDED JUSTIFICATION:

1. Costs associated with the additional work are required per the code enforcement official.
2. The contractor believes that figures in the CO to be reasonable and therefore final.
3. RW Allen has executed a change order with the subcontractor in order to move forward as a good faith effort.

ADJUSTMENT of CONTRACT SUM

Original Contract Sum:	\$ 2,660,424.91
Prior Adjustments:	\$ 34,215.96
Contract Sum Prior to this Change:	\$ 2,694,640.87
Adjustment for this Change:	\$ (\$1,730.80)
Revised Contract Sum:	\$ 2,692,913.16

ADJUSTMENT of CONTRACT TIME

Original Contract Time:	180 (days)
Prior Adjustments:	0 (days)
Contract Time Prior to this Change:	180 (days)
Adjustment for this Change:	5 (days)
Revised Contract Time:	185 (days)

Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the above described change in the work.

ENGINEER

Recommended by: Mead & Hunt

Engineer_____
Date**OWNER'S REPRESENTATIVE**

Recommended by:

Representative_____
Date**CONTRACTOR**

Accepted by:

Date**OWNER**

Approved by:

Date



PCCO #002

R W Allen Construction LLC
1015 Broad St
Augusta, Georgia 30901
Phone: (706) 733-2800
Fax: (706) 733-3879

Project: 23-160 - AGS Fuel Farm
1501 Aviation Way
Augusta, Georgia 30908

Prime Contract Change Order #002: Change Order #02

TO:	Augusta Regional Airport 1501 Aviation Way Augusta, Georgia 30908	FROM:	RW Allen Construction LLC 1015 Broad St Augusta, Georgia 30901
DATE CREATED:	2/13/2024	CREATED BY:	Alex Koch (RW Allen Construction LLC)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	02/21/2024
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	5 days	EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	23-160:Fuel Farm Improvements	TOTAL AMOUNT:	(\$1,730.80)
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
002	PR#01 - RFI #16: Tank Pad Bollards	5 days	\$101,252.16
005	Control Building Access Panel	0 days	\$527.04
008	Decoped Items		(\$103,510.00)
Total:			(\$1,730.80)

CHANGE ORDER LINE ITEMS:

PCO # 002: PR#01 - RFI #16: Tank Pad Bollards

#	Budget Code	Description	Amount
1	3-010-100.SU Jet Fuel Tanks Containment Pad	Tank Bollards	\$93,752.00
Subtotal:			\$93,752.00
Overhead and Profit (7.50% Applies to all line item types.):			\$7,031.40
Bonds and Insurance (0.50% Applies to all line item types.):			\$468.76
Grand Total:			\$101,252.16

PCO # 005: Control Building Access Panel

#	Budget Code	Description	Amount
1	9-250-100.SU Gypsum & Metal Stud Sub.Subcontract	Access Panel	\$488.00
Subtotal:			\$488.00
Overhead and Profit (7.50% Applies to all line item types.):			\$36.60
Bonds and Insurance (0.50% Applies to all line item types.):			\$2.44
Grand Total:			\$527.04

PCO # 008: Decoped Items

#	Budget Code	Description	Amount
1	2-400-200.SU Emergency Erosion Control Maintenance	Emergency Erosion Control	\$(1,950.00)

**PCCO #002**

#	Budget Code	Description	Amount
2	2-950-300.SU Topsoiling Staging Area	Topsoiling Staging Area	\$(75,955.00)
3	2-120-200.SU Water Quality Inspections	Water Quality Inspections	\$(5,400.00)
4	2-120-300.SU Water Quality Monitoring and Sampling	Water Quality Monitoring and Sampling	\$(6,300.00)
5	2-400-400.SU Construction Entrance	GDOT 163.2 - Construct Main Remove Excav Inlet Sed Trap	\$(7,500.00)
6	2-400-400.SU Construction Entrance	GDOT 163.3 - Construct Main Remove Temp Div Channel	\$(6,405.00)
Subtotal:			\$(103,510.00)
Grand Total:			\$(103,510.00)

The original (Contract Sum)	\$2,680,428.00
Net change by previously authorized Change Orders	\$34,215.98
The contract sum prior to this Change Order was	\$2,694,643.98
The contract sum will be decreased by this Change Order in the amount of	(\$1,730.80)
The new contract sum including this Change Order will be	\$2,682,913.18
The contract time will be increased by this Change Order by 5 days.	

Edwin Scott (Mead & Hunt)

Augusta Regional Airport
1501 Aviation Way
Augusta , Georgia 30906

RW Allen Construction LLC
1015 Broad St
Augusta, Georgia 30901

Alex Koch 02/29/2024

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



PCO #002

R W Allen Construction LLC
1015 Broad St
Augusta, Georgia 30901
Phone: (706) 733-2800
Fax: (706) 733-3879

Project: 23-160 - AGS Fuel Farm
1501 Aviation Way
Augusta, Georgia 30906

Prime Contract Potential Change Order #002: PR#01 - RFI #16: Tank Pad Bollards

TO:	Augusta Regional Airport 1501 Aviation Way Augusta, Georgia 30906	FROM:	RW Allen Construction LLC 1015 Broad St Augusta, Georgia 30901
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	23-160 - Fuel Farm Improvements
REQUEST RECEIVED FROM:		CREATED BY:	Alex Koch (RW Allen Construction LLC)
STATUS:	Pending - In Review	CREATED DATE:	1/23/2024
REFERENCE:	C-321	PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	5 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$101,252.16

POTENTIAL CHANGE ORDER TITLE: PR#01 - RFI #16: Tank Pad Bollards

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

- Cost to add sixty-two (62) bollards at tank pads per RFI #16 and revised sheet C-321.
- Bollards are 8" diameter steel, filled with grout, dome top, and trowel smooth, painted yellow (not galvanized).

ATTACHMENTS:

[Estimate_1134_from_Johnson_Smith_Construction_LLC.pdf](#) , [_RFI 016 - Tank Pad - Bollards - Response - Signed \(1\).pdf](#)

#	Budget Code	Description	Amount
1	3-010-100.SU Jet Fuel Tanks Containment Pad	Tank Bollards	\$93,752.00
Subtotal:			\$93,752.00
Overhead and Profit (7.50% Applies to all line item types.):			\$7,031.40
Bonds and Insurance (0.50% Applies to all line item types.):			\$468.76
Grand Total:			\$101,252.16

Edwin Scott (Mead & Hunt)

Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906

RW Allen Construction LLC
1015 Broad St
Augusta, Georgia 30901

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



Johnson & Smith Construction, LLC

4011 Enterprise Ct

Augusta, GA 30907

msmith1jsconstructionllc@gmail.com

Estimate

ADDRESS

Alex Koch

ESTIMATE

1134

DATE

01/22/2024

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Bollard	We will Supply All material and labor to in order to perform this job. We will paint bollards after installed as well	62	1,496.00	92,752.00
	Move in/Move out		1	1,000.00	1,000.00

This is a firm-key bid where Johnson & Smith construction supplies all materials

TOTAL

\$93,752.00

Accepted By:

Accepted Date

Thank you for your business!

Page 1 of 1

**PCO #005**

R W Allen Construction LLC
1015 Broad St
Augusta, Georgia 30901
Phone: (706) 733-2800
Fax: (706) 733-3879

Project: 23-180 - AGS Fuel Farm
1501 Aviation Way
Augusta, Georgia 30908

Prime Contract Potential Change Order #005: Control Building Access Panel

TO:	Augusta Regional Airport 1501 Aviation Way Augusta, Georgia 30908	FROM:	RW Allen Construction LLC 1015 Broad St Augusta, Georgia 30901
PCO NUMBER/REVISION:	005 / 0	CONTRACT:	23-180 - Fuel Farm Improvements
REQUEST RECEIVED FROM:		CREATED BY:	Alex Koch (RW Allen Construction LLC)
STATUS:	Approved	CREATED DATE:	2/2/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#002 - Change Order #02
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$527.04

POTENTIAL CHANGE ORDER TITLE: Control Building Access Panel

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract is Changed As Follows)*

- Add Ceiling Access Panel to the control building per RFI #19

ATTACHMENTS:

#	Budget Code	Description	Amount
1	9-250-100.SU Gypsum & Metal Stud Sub.Subcontract	Access Panel	\$488.00
Subtotal:			\$488.00
Overhead and Profit (7.50% Applies to all line item types.):			\$38.60
Bonds and Insurance (0.50% Applies to all line item types.):			\$2.44
Grand Total:			\$527.04

Edwin Scott (Mead & Hunt)

Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30908

RW Allen Construction LLC
1015 Broad St
Augusta, Georgia 30901

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
-----------	------	-----------	------	-----------	------



1965 International Court
Grovetown, GA 30813

706-799-4228

CHANGE ORDER PROPOSAL

To: RW Allen
Date: 1-30-24
Job: Airport Fuel Farm
Arch: Mead and Hunt

Labor and material to install the following revised scope of work:

1. Material and labor to reframe hat channel to accommodate a 2'x2' access panel.
2. Material and labor to install a 2'x2' access panel in the drywall ceiling. Panel to be non-rated, no lock, with exposed flange

Total for this Change : \$488

Branan Ruffin
Georgia Drywall, Inc.



CONTRACTOR SUBMITTAL TRANSMITTAL FORM

Project Name: AGS Gates 3 & 4	Date: 01/26/2024
Contractor: RW Allen Construction	Owner: AGS
Subcontractor: J&S Concrete	Project No.: 23-175
Submittal Title: Pipe Bollards	Submittal Number:

Submittal Certification

R.W. Allen Construction, LLC

<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Approved As Noted
<input type="checkbox"/> Reviewed	<input type="checkbox"/> Revise & Resubmit

Reviewer Signature: Alex Koch
 Date: 01/26/2024

APPROVAL DOES NOT RELIEVE THE SUPPLIER OF SUBCONTRACTOR OF ANY RESPONSIBILITY FOR COMPLIANCE WITH CONTRACT DOCUMENTS.

Contractor Notes:



www.axispipeandtube.com
www.axispipeandtube.com

MILL TEST REPORT

CLIENTE / SOLD TO
Kelly Pipe Company
PO Box 2827
Santa Fe Springs CA 90670

DESTINATIONSHIP TO
Southland Pipe
5311 Southland Circle
Darien, AL 35022

FACTURAMORSE
1600037289

REFERENCIA/REFER
1600037289

FECHA/DATE
06/08/2021

P.O.	ORDER	COL	PACKAGE	CODE	MATERIAL DESCRIPTION	LENGTH	%C	%Mn	%P	%S	%Si
10736680	630002951	0017068284	DG00011788	335706	ASTM 8.625 0.250 A252 DR GR3 PE	42.000 Feet	0.0600	0.8400	0.0090	0.0020	0.2100
10736680	630002951	0018227627	DG00013326	335706	ASTM 8.625 0.250 A252 DR GR3 PE	42.000 Feet	0.0600	0.8200	0.0060	0.0040	0.2100
10736680	630002951	0016601632	DG00011103	335772	ASTM 10.750 0.250 A252 DR GR3 PE	42.000 Feet	0.0000	0.0000	0.0000	0.0000	0.2200
10736680	630002951	0016548336	DG00011004	335515	ASTM 10.750 0.250 A252 DR GR3 PE	42.000 Feet	0.0500	1.1700	0.0120	0.0020	0.2200
10736680	630002951	0016548990	DG00011099	335515	ASTM 10.750 0.250 A252 DR GR3 PE	42.000 Feet	0.0600	1.1700	0.0110	0.0010	0.2100
10736680	630002951	0016616168	DG00011135	335515	ASTM 10.750 0.250 A252 DR GR3 PE	42.000 Feet	0.0500	1.1500	0.0110	0.0030	0.2100
10736680	630002951	0016616009	DG00011143	335515	ASTM 10.750 0.250 A252 DR GR3 PE	42.000 Feet	0.0400	2.1500	0.0120	0.0040	0.2200
10736680	630002951	0016616176	DG00011152	335818	ASTM 10.750 0.250 A252 DR GR3 PE	42.000 Feet	0.0600	1.1700	0.0100	0.0030	0.2100
10736680	630002951	0016601028	DG00011158	335515	ASTM 10.750 0.250 A252 DR GR3 PE	42.000 Feet	0.0500	1.1500	0.0130	0.0030	0.2200
10736680	630002951	0016596182	DG00011160	335515	ASTM 10.750 0.250 A252 DR GR3 PE	42.000 Feet	0.0600	1.1700	0.0110	0.0030	0.2100
10736680	630002951	0016542472	DG00011163	335515	ASTM 10.750 0.250 A252 DR GR3 PE	42.000 Feet	0.0600	1.1800	0.0110	0.0020	0.2300
10736680	630002951	0016616188	DG00011151	335515	ASTM 10.750 0.250 A252 DR GR3 PE	42.000 Feet	0.0500	1.1800	0.0100	0.0020	0.2200
10736680	630002951	0016064153	DG00011163	335515	ASTM 10.750 0.250 A252 DR GR3 PE	42.000 Feet	0.0600	0.5200	0.0100	0.0030	0.2100
10736680	630002951	0017109343	DG00012870	335818	ASTM 10.750 0.250 A252 DR GR3 PE	42.000 Feet	0.0500	0.8000	0.0090	0.0040	0.2000

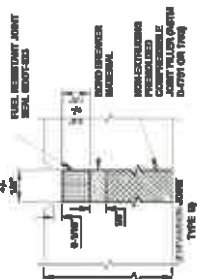
P.O.	ORDER	COL	PACKAGE	SPES	MECHANICAL PROPERTIES	STANDARD	HEAT	MADE
10736680	630002951	0017068284	DG00011788	84	TENSILE (ksi) 73.1600 YIELD (ksi) 64.1300 ELONGATION(%) 36.1300	A252	A002272	Made/Melted in USA
10736680	630002951	0018227627	DG00013326	82	TENSILE (ksi) 73.6600 YIELD (ksi) 64.3200 ELONGATION(%) 36.4000	A252	A017824	Made/Melted in USA
10736680	630002951	0016601632	DG00011103	87	TENSILE (ksi) 87.5600 YIELD (ksi) 72.0400 ELONGATION(%) 29.2000	A252	A014680	Made/Melted in USA
10736680	630002951	0016548336	DG00011004	91	TENSILE (ksi) 87.8700 YIELD (ksi) 76.6400 ELONGATION(%) 29.4000	A252	A013863	Made/Melted in USA
10736680	630002951	0016548990	DG00011099	85	TENSILE (ksi) 85.9200 YIELD (ksi) 69.9600 ELONGATION(%) 31.2800	A252	A014371	Made/Melted in USA
10736680	630002951	0016616168	DG00011135	93	TENSILE (ksi) 85.9800 YIELD (ksi) 75.9300 ELONGATION(%) 31.3500	A252	B014116	Made/Melted in USA
10736680	630002951	0016616009	DG00011143	87	TENSILE (ksi) 86.4600 YIELD (ksi) 71.8400 ELONGATION(%) 32.3000	A252	A014052	Made/Melted in USA
10736680	630002951	0016616176	DG00011152	86	TENSILE (ksi) 86.8200 YIELD (ksi) 77.3400 ELONGATION(%) 28.3800	A252	B014126	Made/Melted in USA
10736680	630002951	0016601028	DG00011158	93	TENSILE (ksi) 87.4180 YIELD (ksi) 79.4800 ELONGATION(%) 30.1800	A252	B014111	Made/Melted in USA
10736680	630002951	0016596182	DG00011160	92	TENSILE (ksi) 82.3300 YIELD (ksi) 84.2300 ELONGATION(%) 27.9000	A252	B014006	Made/Melted in USA
10736680	630002951	0016542472	DG00011162	88	TENSILE (ksi) 86.3700 YIELD (ksi) 71.8300 ELONGATION(%) 31.7300	A252	B013800	Made/Melted in USA
10736680	630002951	0016616188	DG00011351	82	TENSILE (ksi) 87.3600 YIELD (ksi) 78.8100 ELONGATION(%) 28.8800	A252	B014129	Made/Melted in USA
10736680	630002951	0016064153	DG00011352	83	TENSILE (ksi) 71.0100 YIELD (ksi) 58.8100 ELONGATION(%) 40.9900	A252	B007682	Made/Melted in USA
10736680	630002951	0017109343	DG00012870	82	TENSILE (ksi) 71.3700 YIELD (ksi) 62.1400 ELONGATION(%) 38.7300	A252	B002885	Made/Melted in USA

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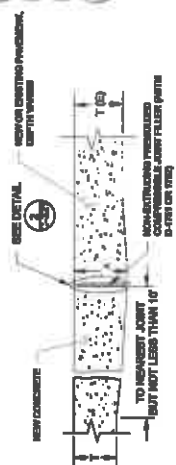
06/08/2021 09:18:05 Page 1/ 2

John Reed
Quality Manager

42' pieces will get cut down to 8' in shop



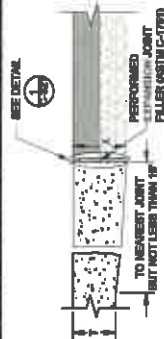
2 JOINT



QUESTION



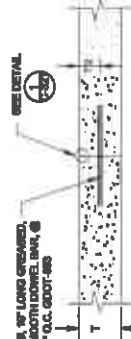
NO SCALE



NOTE
T = 1° WHEN T = 0°



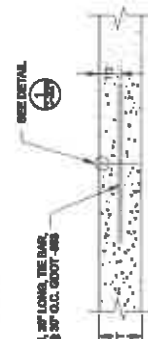
TYPE "B" THICKENED EDGE



1, 10' LONG CREASED,



TYPE 4 DOWELLED

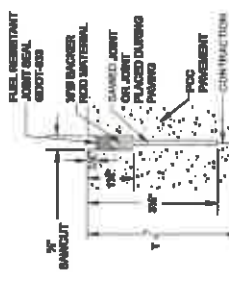


SEE DETAIL



**TYPE "G" HINGED
CONTRACTION/CONSTRUCTION JOINT DETAIL**

ACCEPTABLE COLD DRAINING STEEL PILING
 W8 @ 6'-0" EACH WAY
 W10 @ 10'-0" EACH WAY
 W8 @ 10'-0" EACH WAY
 W10 @ 12'-0" EACH WAY
 W8 @ 12'-0" EACH WAY
 OR #4 REBAR 12" O.C. EACH WAY



DATE

- EACH ROD MATERIAL MUST BE COMPATIBLE WITH THE TYPE OF LIQUID SEALANT USED AND SIZED TO PROVIDE THE DESIRED SHAPE FACTOR AND.

1 TYPE "Z" CONTRACTION JOINT SEAL DETAIL

TYPE-2



(706) 798-3238 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

February 20, 2024

Mr. Scott Clark, President & CEO
RW Allen Construction LLC
1015 Broad Street
Augusta, GA 30901

Subject: Fuel Farm Improvements

Dear Mr. Clark:

I am in receipt of your proposal. Please accept this correspondence as Augusta Regional Airport's assumption of financial responsibility, in the amount of \$101,252.16, for the change order associated with the additional bollards along the new fuel farm as required per code enforcement.

We appreciate the work you have done thus far and look forward to the scheduled completion of this project. If you have additional questions, I can be reached at 706-796-4040.

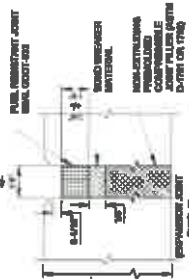
Sincerely,

A handwritten signature in black ink that reads "Herbert L. Judon, Jr.".

Herbert L. Judon, Jr., A.A.E., IAP
Executive Director

cc:

Alex Kock, RW Allen Construction LLC
Elizabeth Giles, Augusta Regional Airport
Tim Weegar, Augusta Regional Airport

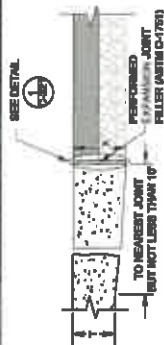


JOINT SEALER TYPE 1

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE



THICKENED EDGE ISOLATION JOINT - TYPE "A"

A
NO BROW E

NOTE:
K=11" WHEN T=5"



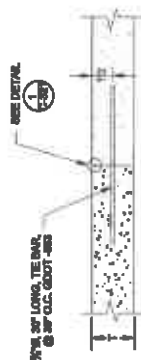
THESE **DETAILS**



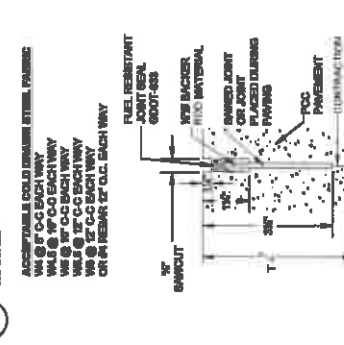
NOTES:
8" PCC SLABS SHALL HAVE 1" Ø, 18" LONG, GREASED SMOOTH
DOWEL BARS @ 12" O.C. PLACED AT A DEPTH OF 4".



TYPE T² DOWNLEED



TYPE "C" HINGED
CONTRACTOR CONSTRUCTION JOINT DETAIL
NO SCALE



NOTE:

1. BACKER ROD MATERIAL MUST BE COMPATIBLE WITH THE TYPE OF LIQUID RESINANT USED AND SIZED TO PROVIDE THE DESIRED SHAPE FACTOR (W/D).

1 TYPE 'Z' CONTRACTION Joints SEAL DETAIL

NEW 15 X 20
EASTING BUILDING



Commission Meeting

May 7, 2024

Augusta Regional Airport

Department:	Augusta Regional Airport – Construct Taxiway (Apron) G, Change Order No. 1
Presenter:	Herbert Judon
Caption:	Motion to approve Change Order No. 1 to contract with Independence Excavating in the amount of \$291,001.25. Approved by the Augusta Aviation Commission on March 28, 2024 (23BFA254).(Approved by Public Services Committee April 30, 2024)
Background:	<p>Independence Excavating Inc. is currently contracted to construct the Taxiway (Apron) G project.</p> <p>This requested Change Order No. 1 includes the costs associated with additional earthwork and utility work outside of the original contract along with costs associated with the selected bid alternative (concrete shoulders). In addition to the costs included within this Change Order are savings related to items already completed within the project or removed from the project.</p> <p>When bidding the project, several alternate options were provided to prospective contractors. This was done to try and maximize potential funding opportunities. The selected contractor, Independence Excavating, was the responsive and overall low bidder. The bid option selected was a concrete taxiway with concrete shoulders. Because of the general environment surrounding concrete prices, it was not known whether or not this option would produce the most fiscally responsible option, therefore, a fully designed jointing plan was not provided in the bid documents. In order to construct the concrete shoulders, additional steel is required resulting in a slightly higher unit price for construction.</p>
Analysis:	<p>Along with the costs associated with additional steel, there were two other general items which resulted in additional work and costs which included additional earthwork required not quantified in the original project. Also, unbeknownst to Staff, the FAA had installed new cable within the project area that had to be lowered and placed in conduit resulting in additional costs.</p> <p>The savings reflected in this Change Order #1 are due to as-constructed quantities and/or items removed from the scope of the project (Temporary Displaced Threshold).</p> <p>The overall costs included within this Change Order request are mostly reflective of the additional steel required for the concrete shoulder opt</p>

With this change order, the original bid is still less than the other response received and is representative of work that has to be completed.

Staff has evaluated the change order request provided by Independence Excavating, Inc. and finds that the costs associated with the new line items are acceptable and are within the unit prices provided as part of the original contract.

Financial Impact: This Change Order will result in an increase of \$291,001.25 to the contract.

Alternatives: To deny.

Recommendation: Recommend Approval. Approved by the Augusta Aviation Commission on March 28, 2024.

Funds are available in the following accounts: 551081305-5412110

REVIEWED AND APPROVED BY: N/A

CONTRACT CHANGE ORDER NO. 1

AIRPORT Augusta Regional Airport **Date** March 28, 2024
LOCATION Augusta, GA **AIP No.** N/A
PROJECT Construct Taxiway G / Apron G-0119700-210447.01 **CONTRACTOR** Independence Excavating Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer.

Item No.	Bid Alternate	Description	Unit	Unit Price	Quantity	Amount
Quantity Adjustment Items – Base Bid						
C-102.1a	Base	Installation, Maintenance, and Removal of Silt Fence or Silt Sock	LF	\$4.00	-7,586	(\$30,344.00)
C-102.1b	Base	Construct, Maintain, and Remove Inlet Sediment Trap	EA	\$350.00	-39	(\$13,650.00)
C-102.1f	Base	Emergency Erosion Control Mobilization	LS	\$2,500.00	-1	(\$2,500.00)
P-101.1	Base	Full Depth Asphalt Pavement Removal	SY	\$30.00	-143	(\$4,290.00)
P-101.2	Base	Cold Milling	SY	\$20.00	-233	(\$4,660.00)
P-152.1	Base	Unclassified Excavation, Remove Off-Site	CY	\$30.00	3,930	\$117,900.00
P-152.4	Base	Unsuitable/Over Excavation	CY	\$28.00	-4,975	(\$139,300.00)
P-501.1	Base	Portland Cement Concrete Pavement (14")	SY	\$145.00	-15,402	(\$2,233,290.00)
P-501.1	Base	Portland Cement Concrete Pavement (14")	SY	\$149.50	15,402	\$2,302,599.00
P-620.2	Base	Temporary Pavement Markings	SF	\$1.10	-9,393	(\$10,332.30)
T-901.3	Base	Seeding, Staging Area	AC	\$2,300.00	-1	(\$2,300.00)
T-905.2	Base	Topsoil, Staging Area	CY	\$8.00	-2,762	(\$22,096.00)
Quantity Adjustment Items – Bid Alternate 1						
C-102.1a	1	Installation, Maintenance, and Removal of Silt Fence or Silt Sock	LF	\$4.00	-7,586	(\$30,344.00)
C-102.1b	1	Construct, Maintain, and Remove Inlet Sediment Trap	EA	\$350.00	-48	(\$16,800.00)
C-102.1c	1	Construct, Maintain, and Remove Construction Exit	EA	\$12,000.00	-1	(\$12,000.00)
C-102.1f	1	Emergency Erosion Control Mobilization	LS	\$2,500.00	-1	(\$2,500.00)
P-152.2	1	Unclassified Excavation, Select Fill from On-Site Material	CY	\$20.00	4,222	\$84,440.00
P-152.4	1	Unsuitable/Over Excavation	CY	\$28.00	-4,500	(\$126,000.00)
P-501.1	1	Portland Cement Concrete Pavement (14")	SY	\$105.00	-35,331	(\$3,709,755.00)
P-501.1	1	Portland Cement Concrete Pavement (14")	SY	\$109.50	35,331	\$3,868,744.50
P-620.2	1	Temporary Pavement Markings	SF	\$0.65	-30,223	(\$19,644.95)
P-620.5	1	Temporary Displaced Threshold	LS	\$125,000	-1	(\$125,000.00)
D-701.1	1	Concrete Sewer Pipe, 18-inch, Class V	LF	\$170.00	-186	(\$31,620.00)
D-701.2	1	Concrete Sewer Pipe, 24-inch, Class V	LF	\$200.00	-89	(\$17,800.00)
T-901.3	1	Seeding Staging Area	AC	\$2,300.0	-1	(\$2,300.00)
T-905.2	1	Topsoil Staging Area	CY	\$7.00	-2,762	(\$19,334.00)
L-108.4	1	No. 6, 600V, XHHW Cable	LF	\$4.25	1,200	\$5,100.00
Extra Work/New Bid Item – Base Bid						
L-110.7	Base	Lower Existing Home Run	LF	\$29.00	125	\$3,625.00

Extra Work/New Bid Item – Bid Alternate 1						
P-152.1	1	Unclassified Excavation, Remove Off-Site	CY	\$30.00	7,341	\$220,230.00
P-152.5	1	Unclassified Excavation, Stockpile On-Site	CY	\$20.00	4,926	\$98,520.00
D-701.3	1	Concrete Sewer Pipe, 30-inch, Class V	LF	\$250.00	274	\$68,500.00
D-751.5	1	24" RCP & Manholes Misc. Costs	LS	\$23,500.00	1	\$23,500.00
L-108.5	1	No. 4, 600V, XHHW Cable	LF	\$9.79	2,400	\$23,496.00
L-108.6	1	1/0 Bare Guard Wire	LF	\$12.24	550	\$6,732.00
L-110.6	1	Split Conduit for FAA Cables	LF	\$92.50	470	\$43,475.00
This Change Order Total						\$291,001.25
This Change Order Calendar Day Additions (Deletions)						0
Previous Change Order(s) Total						\$0.00
Previous Change Order(s) Calendar Day Additions (Deletions)						0
Original Contract Total						\$11,877,051.10
Original Contract Calendar Day Count Total						320
Revised Contract Total						\$12,168,052.35
Revised Contract Calendar Day Count Total						320

The time provided for completion in the contract is unchanged (~~decreased~~) (~~increased~~) by **0 calendar days**. This document shall become the First Amendment to the contract and all provisions of the contract will apply.

Recommended by: _____
Edwin J Scott, Jr., PE, Engineer (Mead & Hunt, Inc.) **Date** _____

Approved by: _____
Dan Troutman, Chairman (Augusta Aviation Commission) **Date** _____

Approved by: _____
Garnett L. Johnson, Mayor (Augusta, Georgia) **Date** _____

Attested by: _____
Lena J. Bonner, Clerk of Commission (Augusta, Georgia) **Date** _____

Accepted by: _____
Contractor (Independence Excavating Inc.) **Date** _____

AIP NO. _____ **N/A** **CHANGE ORDER NO.** _____ **1**

AIRPORT Augusta Regional Airport (AGS) **LOCATION** Augusta, GA

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract Amendment and location(s).

Quantity Adjustments:

There are items included in the original bid that need to be adjusted in order to cover the quantities and revised unit cost shown on the construction plans to complete the approved project scope. These items include:

- **C-102.1a Installation, Maintenance, and Removal of Silt Fence or Silt Sock – Base Bid, Bid Alternate 1:**
 - As-constructed quantity
- **C-102.1b Construct, Maintain, and Remove Inlet Sediment Trap – Base Bid, Bid Alternate 1:**
 - As-constructed quantity
- **C-102.1c Construct, Maintain, and Remove Construction Exit – Bid Alternate 1:**
 - As-constructed quantity
- **C-102.1f Emergency Erosion Control Mobilization– Base Bid, Bid Alternate 1:**
 - As-constructed quantity
- **P-101.1 Full Depth Asphalt Pavement Removal – Base Bid:**
 - As-constructed quantity
- **P-101.2 Cold Milling– Base Bid:**
 - As-constructed quantity
- **P-152.1 Unclassified Excavation, Remove Off-Site – Base Bid:**
 - As-constructed quantity, Additional removal required within project limits.
- **P-152.2 Unclassified Excavation, Select Fill from On-Site Material – Bid Alternate 1:**
 - As-constructed quantity, Additional material required within project limits.
- **P-152.4 Unsuitable/Over Excavation – Base Bid, Bid Alternate 1:**
 - As-constructed quantity
- **P-501.1 Portland Cement Concrete Pavement (14”) – Base Bid, Bid Alternate 1:**
 - Revised unit cost based on the revised/IFC jointing plans along the selected concrete shoulder option.
- **P-620.2 Temporary Pavement Markings – Base Bid, Bid Alternate 1:**
 - As-constructed quantity
- **P-620.5 Temporary Displaced Threshold – Bid Alternate 1:**
 - Removed from project.
- **D-701.1 Concrete Sewer Pipe, 18-inch, Class V – Bid Alternate 1:**
 - As-constructed quantity
- **D-701.2 Concrete Sewer Pipe, 24-inch, Class V – Bid Alternate 1:**
 - As-constructed quantity
- **T-901.3 Seeding, Staging Area – Base Bid, Bid Alternate 1:**
 - As-constructed quantity
- **T-905.2 Topsoiling, Staging Area – Base Bid:**
 - As-constructed quantity
- **L-108.4 No. 6, 600V, XHHW Cable – Bid Alternate 1:**
 - As-constructed quantity

Extra Work/New Bid Item:

There are several items that were erroneously not included in the original bid or extra items not included in the original bid that will be necessary to complete the approved project scope. These items include:

- **P-152.1 Unclassified Excavation, Remove Off-Site – Bid Alternate 1:** Within the original bid documents, there was not a defined line item or quantity for unclassified excavation to be removed off-site in bid alternate 1, however during construction, excess material was produced and needed to be disposed of.
- **P-152.5 Unclassified Excavation, Stockpile On-Site – Bid Alternate 1:** Within the original bid documents, there was not a defined line item or quantity for unclassified excavation to be stockpiled on-site. In order to mitigate additional costs relating to additional unclassified excavation, the contractor was allowed to stockpile some material onsite.
- **D-701.3 Concrete Sewer Pipe, 30-inch, Class V:** The addition of new 30-inch concrete sewer pipe to replace the original 24-inch pipe within the project.

- **D-751.5 24" RCP & Manholes Misc. Costs:** The addition of this line item is associated with miscellaneous costs for two proposed storm manholes and 24" RCP not included within the original contract. The pipe is not being installed as part of the scope of the project but is being left to the Owner. The two manholes have been removed from the scope of the project however there are misc. costs associated with returning.
- **L-108.5 No. 4, 600V, XHHW Cable:** No. 4 600V cable is required for the AWOS. It was not included within the original contract.
- **L-108.6 1/0 Bare Guard Wire:** 1/0 Bare Guard wire is required for the AWOS. It was not included within the original contract.
- **L-110.6 Split Conduit for FAA Cables:** The addition of split PVC conduit required to encase the existing FAA cables within the project limits.
- **L-110.7 Lower Existing Home Run:** This cost is associated with the labor required to lower the existing electrical conduit within the project limits.

New Construction Specifications:

N/A

Revised Construction Specifications

- **P-152 Excavation, Subgrade, and Embankment**
- **D-701 Pipe for Storm Drains and Culverts**
- **D-751 Manholes, Catch Basins, Inlets, and Inspection Holes**
- **L-108 Underground Power Cable for Airports**
- **L-110 Airport Underground Electrical Duct Banks and Conduit**

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

Note: The quantity of the following items did not change substantially enough to justify renegotiation of any of the original unit prices in the base bid.

C-102.1a Installation, Maintenance, and Removal of Silt Fence or Silt Sock – The reduction of quantity in the base bid and bid alternate 1 associated with the installation of the silt fence/silt sock is a result of the as performed/installed quantities per the scope of work.

C-102.1b Construct, Maintain, and Remove Inlet Sediment Trap – The reduction of quantity in the base bid and bid alternate 1 associated with the installation of the inlet sediment trap is a result of the as performed/installed quantities per the scope of work.

C-102.1c Construct, Maintain, and Remove Construction Exit– The reduction of quantity in bid alternate 1 associated with the installation of the construction exit is a result of the as performed/installed quantities per the scope of work.

C-102.1f Emergency Erosion Control Mobilization – The reduction of quantity in the base bid and bid alternate 1 associated with Emergency Erosion Control Mobilization is a result of the as performed quantities per the scope of work.

P-101.1 Full Depth Asphalt Pavement Removal – The reduction of quantity in the base bid associated with full depth pavement removal is a result of the as performed/constructed quantities per the scope of work.

P-101.2 Cold Milling – The reduction of quantity in the base bid associated with asphalt pavement milling is a result of the as performed/constructed quantities per the scope of work.

P-152.1 Unclassified Excavation, Remove Off-Site – The additional quantity in the base bid and bid alternate 1 associated with unclassified excavation is a result of the as performed/excavated material quantities per the scope of work. Within the original bid documents, there was not a defined line item or quantity for unclassified excavation to be removed off-site in bid alternate 1, however during construction, excess material was produced and needed to be disposed of.

P-152.2 Unclassified Excavation, Select Fill from On-Site Material – The additional quantity in bid alternate 1 associated with unclassified excavation select fill quantity is a result of the as performed/placed material quantities per the scope of work.

P-152.4 Unsuitable/Over Excavation – The reduction of quantity in the base bid and bid alternate 1 associated with unsuitable/over excavation is a result of the as performed quantities per the scope of work.

P-152.5 Unclassified Excavation, Stockpile On-Site – Within the original bid documents, there was not a defined line item or quantity for unclassified excavation to be stockpiled on-site. In order to mitigate additional costs relating to additional unclassified excavation, the contractor was allowed to stockpile excavated material onsite.

P-501.1 Portland Cement Concrete Pavement (14" Depth) – When bidding the project, several alternate options were provided to prospective contractors. This was done to try and maximize potential funding opportunities. The selected contractor, Independence Excavating, was the responsive and overall low bidder. The bid option selected was a concrete taxiway with concrete shoulders. Because of the general environment surrounding concrete prices, it was not known whether or not this option would produce the most fiscally responsible option, therefore, a fully designed jointing plan was not provided in the bid documents. In order to construct the concrete shoulders as designed and issued in an RFI and within the IFC set of plans, additional steel is required resulting in a slightly higher unit price for construction.

P-620.2 Temporary Pavement Markings – The reduction of quantity in the base bid and bid alternate 1 associated with temporary pavement markings is a result of the as performed/installed quantities per the scope of work.

P-620.5 Temporary Displaced Threshold – The removal of this line item is due to requests made by the Airlines and Airport staff. When phasing the work within the Runway Safety Area, the temporary displacement of the Runway 35 threshold was determined to be the best option when constructing the new taxiway. This option would allow the contractor to work 24 hours a day without having to modify grades within the RSA and work within a modified construction window. However, per comments received from the Airlines, it was requested that this work be completed via nightly closures and/or other modified working windows thus removing this line item and associated scope from the project.

D-701.1 Concrete Sewer Pipe, 18-inch, Class V – The reduction of quantity in bid alternate 1 associated with the 18-inch concrete sewer pipe is a result of the as performed/installed quantities per the scope of work.

D-701.2 Concrete Sewer Pipe, 24-inch, Class V – The reduction of quantity in bid alternate 1 associated with the 24-inch concrete sewer pipe is a result of the as performed/installed quantities per the scope of work.

D-701.3 Concrete Sewer Pipe, 30-inch, Class V – Within the original contract, 24-inch concrete sewer pipe was called out to be installed under Taxiway G, however, after bids were received and the contract was executed, the drainage engineer reviewed and determined that 30-inch pipe was required in place of the proposed 24-inch pipe. This new line item and quantity is to replace the 24-inch and 18-inch pipe shown under Taxiway G.

D-751.5 24" RCP & Manholes Misc. Costs – The addition of this line item within the bid alternate is associated with miscellaneous costs for two proposed storm manholes and 24" RCP not included within the original contract. The pipe is not being installed as part of the scope of the project but is being left to the Owner. The two manholes have been removed from the scope of the project however there are misc. costs associated with the shipping/handling/returning of the structures.

T-901.3 Seeding, Staging Area – The reduction of quantity in the base bid and bid alternate 1 associated with the staging area seeding is a result of the as performed quantities per the scope of work.

T-905.2 Topsoiling, Staging Area – The reduction of quantity in the base bid and bid alternate 1 associated with the topsoil within the staging area is a result of the as performed quantities per the scope of work.

L-108.4 No. 6, 600V, XHHW Cable – The increase of quantity in bid alternate 1 associated with the #6, 600V Cable is a result of the as performed quantities per the scope of work. Not originally included within the original contract was the quantity of cable to run back to the Electrical Vault.

L-108.5 No. 4, 600V, XHHW Cable – The addition of this line item in bid alternate 1 is associated with the #4, 600V Cable not originally included within the original contract to run back to the Electrical Vault.

L-108.6 1/0 Bare Guard Wire – The addition of this line item in bid alternate 1 is associated with the #4 and #6, 600V Cable associated with the AWOS. This was not originally included within the original contract.

L-110.6 Split Conduit for FAA Cables – When construction and grading efforts began, the contractor and engineer contacted FAA tech ops to locate all known utilities within the project limits. Besides the cables and conduits shown on the plans, additional cable had been installed within the project area which was completed by the FAA itself. In order to complete the work, and protect the FAA equipment, split conduit and concrete encasement was required to be installed along the cables.

L-110.7 Lower Existing Home Run – During grading/paving and drainage installation operations, it was determined that a portion of the existing homerun duct bank was too shallow. In order to provide the necessary cover over the duct bank as required within the Advisory Circular, the contractor excavated approximately 125 lf of conduit, lowered all of the utilities within that stretch, and regraded the area.

3. The Sponsor's share of this cost is available from:

General/Enterprise Funds

4. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes ☐ No ☐ Not Applicable ☒

5. Has consent of surety been obtained? Yes ☐ Not Necessary ☒

6. Will this change affect the insurance coverage? Yes ☐ No ☒

7. If yes, will the policies be extended? Yes ☐ No ☐ Not Applicable ☒

8. Has this Change Order been discussed with FAA officials? Yes ☐ No ☒

When: N/A

With Whom: N/A

Comment(s):

Augusta Regional Airport
Construct Taxiway G/Apron G

Progress Payment Application: CCO #1
 For Period Ending: 28 Mar 2024

CCO No.	Spec.	Description	Unit of Issue	Quantity	Unit Price	Extended Price	Approved Quantity	Approved Amount	Quantity to Date	Amount to Date
BASE BID										
1	C-102.1a	Installation, Maintenance, and Removal of Silt Fence or Silt Sock	LF	-7,586	\$ 4.00	\$ (30,344.00)	0.00	\$ -	0.00	\$ -
1	C-102.1b	Construct, Maintain, and Remove Inlet Sediment Trap	EA	-39	\$ 350.00	\$ (13,650.00)	0.00	\$ -	0.00	\$ -
1	C-102.1f	Emergency Erosion Control Mobilization	LS	-1	\$ 2,500.00	\$ (2,500.00)	0.00	\$ -	0.00	\$ -
1	P-101.1	Full Depth Asphalt Pavement Removal	SY	-143	\$ 30.00	\$ (4,290.00)	0.00	\$ -	0.00	\$ -
1	P-101.2	Cold Milling	SY	-233	\$ 20.00	\$ (4,660.00)	0.00	\$ -	0.00	\$ -
1	P-152.1	Unclassified Excavation, Remove Off-Site	CY	3,930	\$ 30.00	\$ 117,900.00	0.00	\$ -	1,843.00	\$ 55,290.00
1	P-152.4	Unsuitable/Over Excavation	CY	-4,975	\$ 28.00	\$ (139,300.00)	0.00	\$ -	0.00	\$ -
1	P-152.5	Unclassified Excavation, Stockpile On-Site	CY	0	\$ 20.00	\$ -	0.00	\$ -	0.00	\$ -
1	P-501.1	Portland Cement Concrete Pavement (14")	SY	-15,402	\$ 145.00	\$ (2,233,290.00)	0.00	\$ -	0.00	\$ -
1	P-501.1	Portland Cement Concrete Pavement (14")	SY	15,402	\$ 149.50	\$ 2,302,599.00	0.00	\$ -	0.00	\$ -
1	P-620.2	Temporary Pavement Markings	SF	-9,393	\$ 1.10	\$ (10,332.30)	0.00	\$ -	0.00	\$ -
1	T-901.3	Seeding Staging Area	AC	-1	\$ 2,300.00	\$ (2,300.00)	0.00	\$ -	0.00	\$ -
1	T-905.2	Topsoil Staging Area	CY	-2,762	\$ 8.00	\$ (22,096.00)	0.00	\$ -	0.00	\$ -
1	L-110.7	Lower Existing Home Run	LF	125	\$ 29.00	\$ 3,625.00	0.00	\$ -	0.00	\$ -
BASE BID SUBTOTAL						\$ (38,638.30)		\$ -		\$ 55,290.00
BID ALT 1										
1	C-102.1a	Installation, Maintenance, and Removal of Silt Fence or Silt Sock	LF	-7,586	\$ 4.00	\$ (30,344.00)	0.00	\$ -	0.00	\$ -
1	C-102.1b	Construct, Maintain, and Remove Inlet Sediment Trap	EA	-48	\$ 350.00	\$ (16,800.00)	0.00	\$ -	0.00	\$ -
1	C-102.1c	Construct, Maintain, and Remove Construction Exit	EA	-1	\$ 12,000.00	\$ (12,000.00)	0.00	\$ -	0.00	\$ -
1	C-102.1f	Emergency Erosion Control Mobilization	LS	-1	\$ 2,500.00	\$ (2,500.00)	0.00	\$ -	0.00	\$ -
1	P-152.1	Unclassified Excavation, Remove Off-Site	CY	7,341	\$ 30.00	\$ 220,230.00	0.00	\$ -	0.00	\$ -
1	P-152.2	Unclassified Excavation, Select Fill from On-Site Material	CY	4,222	\$ 20.00	\$ 84,440.00	0.00	\$ -	0.00	\$ -
1	P-152.4	Unsuitable/Over Excavation	CY	-4,500	\$ 28.00	\$ (126,000.00)	0.00	\$ -	0.00	\$ -
1	P-152.5	Unclassified Excavation, Stockpile On-Site	CY	4,926	\$ 20.00	\$ 98,520.00	0.00	\$ -	0.00	\$ -
1	P-501.1	Portland Cement Concrete Pavement (14")	SY	-35,331	\$ 105.00	\$ (3,709,755.00)	0.00	\$ -	0.00	\$ -
1	P-501.1	Portland Cement Concrete Pavement (14")	SY	35,331	\$ 109.50	\$ 3,868,744.50	0.00	\$ -	0.00	\$ -
1	P-620.2	Temporary Pavement Markings	SF	-30,223	\$ 0.65	\$ (19,644.95)	0.00	\$ -	0.00	\$ -
1	P-620.5	Temporary Displaced Threshold	LS	-1	\$ 125,000.00	\$ (125,000.00)	0.00	\$ -	0.00	\$ -
1	D-701.1	Concrete Sewer Pipe, 18-inch, Class V	LF	-186	\$ 170.00	\$ (31,620.00)	0.00	\$ -	0.00	\$ -
1	D-701.2	Concrete Sewer Pipe, 24-inch, Class V	LF	-89	\$ 200.00	\$ (17,800.00)	0.00	\$ -	0.00	\$ -
1	D-701.3	Concrete Sewer Pipe, 30-inch, Class V	LF	274	\$ 250.00	\$ 68,500.00	0.00	\$ -	0.00	\$ -
1	D-751.5	24" RCP & Manholes Misc. Costs	LS	1	\$ 23,500.00	\$ 23,500.00	0.00	\$ -	0.00	\$ -
1	T-901.3	Seeding Staging Area	AC	-1	\$ 2,300.00	\$ (2,300.00)	0.00	\$ -	0.00	\$ -
1	T-905.2	Topsoil Staging Area	CY	-2,762	\$ 7.00	\$ (19,334.00)	0.00	\$ -	0.00	\$ -
1	L-108.4	No. 6, 600V, XHHW Cable	LF	1,200	\$ 4.25	\$ 5,100.00	0.00	\$ -	0.00	\$ -
1	L-108.5	No. 4, 600V, XHHW Cable	LF	2,400	\$ 9.79	\$ 23,496.00	0.00	\$ -	0.00	\$ -
1	L-108.6	1/0 Bare Guard Wire	LF	550	\$ 12.24	\$ 6,732.00	0.00	\$ -	0.00	\$ -
1	L-110.6	Split Conduit for FAA Cables	LF	470	\$ 92.50	\$ 43,475.00	0.00	\$ -	0.00	\$ -
BID ALT 1 SUBTOTAL						\$ 329,639.55		\$ -		\$ -
CHANGE ORDER 1 TOTAL						\$ 291,001.25		\$ -		\$ 55,290.00
PROJECT TOTAL						\$ 291,001.25		\$ -		\$ 55,290.00
Subtotal						#REF!		\$0.00		\$0.00

Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature.

152-1.3 Unsuitable excavation. Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

CONSTRUCTION METHODS

152-2.1 General.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting shall not be allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces, and other various surfaces were used to develop the design plans.

Volumetric quantities were calculated by comparing DTM files of the applicable design surfaces and generating Triangle Volume Reports. Electronic copies of DTM files and a paper copy of the original topographic map will be issued to the successful bidder.

Volumetric quantities were calculated using design cross sections which were created for this project using the DTM files of the applicable design surfaces and generating End Area Volume Reports. Paper copies of design cross sections and a paper copy of the original topographic map will be issued to the successful bidder.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.1 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

a. Selective grading. When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches (300 mm) below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this

item. This excavated material shall be paid for at the contract unit price per cubic yard. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as unclassified excavation.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. Borrow areas are not required.

152-2.4 Drainage excavation. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 12 inches of subgrade shall be compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D1557. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.6 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 Formation of embankments. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within $\pm 2\%$ of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The Contractor will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D 1557. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the Contractor for every 1,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D1557. Under all areas to be paved, the embankments shall be compacted to a depth of 12" and to a density of not less than 100% of the maximum density as determined by ASTM D1557. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches] which shall be prepared for a seedbed in accordance with Item T-901

The in-place field density shall be determined in accordance with ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the

RPR for acceptance. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches in their greatest dimensions will not be allowed in the top 12 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet below the finished subgrade.

152-2.9 Proof rolling. The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. After compaction is completed, the subgrade area shall be proof rolled with a 20 ton Tandem Axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 80/100/150 psi or a 20 ton Proof Roller with tires spaced not more than 32 inches on-center with tires inflated to 100/125/150 psi in the presence of the RPR. Apply coverage, as specified by the RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch or show permanent deformation greater than 1 inch shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

152-2.10 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 12 inches and to a density of not less than 100% of the maximum dry density as determined by ASTM D1557. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches and to a density of not less than 95% of the maximum density as determined by ASTM D1557.

The material to be compacted shall be within $\pm 2\%$ of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30-percent retained on the $\frac{3}{4}$ inch sieve, follow the methods in ASTM D1557. Tests for moisture content and compaction will be taken at a minimum of 1,000 S.Y. of subgrade. All quality control testing shall be done by the Contractor. All quality assurance testing shall be done by the RPR.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the

material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped, and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

- a. **Smoothness.** The finished surface shall not vary more than $\pm 1/2$ inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.
- b. **Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within ± 0.05 feet of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to be placed, grade shall not vary more than 0.10 feet from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard shall be computed by the average end areas of design cross sections.

152-3.1 The quantity of unclassified excavation to be paid for shall be the number of cubic yards measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

152-3.2 Stockpiled material shall not be measured for payment in the stockpiled position.

BASIS OF PAYMENT

152-4.1 Unclassified excavation payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152.1	Unclassified Excavation, Dispose Off Site - per cubic yard
Item P-152.2	Unclassified Excavation, Select Fill from On-Site Material - per cubic yard
Item P-152.3	Subgrade Preparation – per square yard
Item P-152.4	Unsuitable/Over Excavation – per cubic yard
Item P-152.5	Unclassified Excavation, Stockpile On-Site – per cubic yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and an 18-in. Drop
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Construct Taxiway G/Apron G
Augusta Regional Airport, Augusta, Georgia
CARES Grant: 3-13-0011-045-2020

P-152-7

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ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³)
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³)
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software
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Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66	Design and Construction of Airport Pavements on Expansive Soils
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END OF ITEM P-152

Construct Taxiway G/Apron G
Augusta Regional Airport, Augusta, Georgia
CARES Grant: 3-13-0011-045-2020

P-152-9

Issued for Construction
Item P-152 Excavation, Subgrade, and Embankment
September 13, 2023

Item D-701 Pipe for Storm Drains and Culverts

DESCRIPTION

701-1.1 This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

701-2.1 Materials shall meet the requirements shown on the plans and specified below. Underground piping and components used in drainage systems for terminal and aircraft fueling ramp drainage shall be noncombustible and inert to fuel in accordance with National Fire Protection Association (NFPA) 415.

701-2.2 Pipe. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements:

ASTM C1479	Standard Practice for Installation of Precast Concrete Sewer, Storm Drain, and Culvert Pipe Using Standard Installations
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C1840	Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe

701-2.3 Concrete. Concrete for pipe cradles shall have a minimum compressive strength of 2000 psi at 28 days and conform to the requirements of ASTM C94.

701-2.4 Rubber gaskets. Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C443. Rubber gaskets for PVC pipe, polyethylene, and polypropylene pipe shall conform to the requirements of ASTM F477. Rubber gaskets for zinc-coated steel pipe and precoated galvanized pipe shall conform to the requirements of ASTM D1056, for the "RE" closed cell grades. Rubber gaskets for steel reinforced thermoplastic ribbed pipe shall conform to the requirements of ASTM F477.

701-2.5 Joint mortar. Pipe joint mortar shall consist of one part Portland cement and two parts sand. The Portland cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

701-2.6 Joint fillers. Poured filler for joints shall conform to the requirements of ASTM D6690.

701-2.7 Plastic gaskets. Plastic gaskets shall conform to the requirements of ASTM C990.

701-2.8. Controlled low-strength material (CLSM). Controlled low-strength material shall conform to the requirements of Item P-153. When CLSM is used, all joints shall have gaskets.

701-2.9 Precast box culverts. Manufactured in accordance with and conforming to ASTM C1433.

701-2.10 Precast concrete pipe. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or American Concrete Pipe Association QCast Plant Certification program.

CONSTRUCTION METHODS

701-3.1 Excavation. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than

the external diameter of the pipe plus 12 inches on each side. The trench walls shall be approximately vertical.

The Contractor shall comply with all current federal, state and local rules and regulations governing the safety of men and materials during the excavation, installation and backfilling operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration (OSHA) relating to excavations, trenching and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactorily jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 8 inch or 1/2 inch for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The excavation below grade should be filled with granular material to form a uniform foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

701-3.2 Bedding. The bedding surface for the pipe shall provide a foundation of uniform density to support the pipe throughout its entire length.

a. Rigid pipe. The pipe bedding shall be constructed uniformly for the full length of the pipe barrel, as required on the plans. The maximum aggregate size shall be 1 in when the bedding thickness is less than 6 inches, and 1-1/2 in when the bedding thickness is greater than 6 inches. Bedding shall be loosely placed uncompacted material under the middle third of the pipe prior to placement of the pipe.

b. Flexible pipe. For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

Flexible Pipe Bedding

Pipe Corrugation Depth		Minimum Bedding Depth	
inch	mm	inch	mm
1/2	12	1	25
1	25	2	50
2	50	3	75
2-1/2	60	3-1/2	90

c. Other pipe materials. For PVC, polyethylene, polypropylene, or fiberglass pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4 inches. For pipes installed under paved areas, no more than 12% of the material shall pass the No. 200 sieve. For all other areas, no more than 50% of the material shall pass the No. 200 sieve. The bedding shall have a thickness of at least 6 inches below the bottom of the pipe and extend up around the pipe for a depth of not less than 50% of the pipe's vertical outside diameter.

701-3.3 Laying pipe. The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced concrete pipes shall be placed with the manufacturer's reference lines designating the top of the pipe within five degrees of a vertical plane through the longitudinal axis of the pipe.

701-3.4 Joining pipe. Joints shall be made with (1) cement mortar, (2) cement grout, (3) rubber gaskets, (4) plastic gaskets, (5) coupling bands.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

a. Concrete pipe. Concrete pipe may be either bell and spigot or tongue and groove. Pipe sections at joints shall be fully seated and the inner surfaces flush and even. Concrete pipe joints shall be sealed with rubber gaskets meeting ASTM C443 when leak resistant joints are required.

b. Metal pipe. Metal pipe shall be firmly joined by form-fitting bands conforming to the requirements of ASTM A760 for steel pipe and AASHTO M196 for aluminum pipe.

c. PVC, Polyethylene, or Polypropylene pipe. Joints for PVC, Polyethylene, or Polypropylene pipe shall conform to the requirements of ASTM D3212 when leak resistant joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M252 or ASTM M294. Fittings for polypropylene pipe shall conform to ASTM F2881, ASTM F2736, or ASTM F2764.

701-3.5 Embedment and Overfill. Pipes shall be inspected before any fill material is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense.

701-3.5-1 Embedment Material Requirements

a. Concrete Pipe. Embedment material and compaction requirements shall be in accordance with the applicable Type of Standard Installation (Types 1, 2, 3, or 4) per ASTM C1479. If a concrete cradle or CLSM embedment material is used, it shall conform to the plan details.

b. Plastic and fiberglass Pipe. Embedment material shall meet the requirements of ASTM D3282, A-1, A-2-4, A-2-5, or A-3. Embedment material shall be free of organic material, stones larger than 1.5 inches in the greatest dimension, or frozen lumps. Embedment material shall extend to 12 inches above the top of the pipe.

c. Metal Pipe. Embedment material shall be granular as specified in the contract document and specifications, and shall be free of organic material, rock fragments larger than 1.5 inches in the greatest dimension and frozen lumps. As a minimum, backfill materials shall meet the requirements of ASTM D3282, A-1, A-2, or A-3. Embedment material shall extend to 12 inches above the top of the pipe.

701-3.5-2 Placement of Embedment Material

The embedment material shall be compacted in layers not exceeding 6 inches on each side of the pipe and shall be brought up one foot above the top of the pipe or to natural ground level, whichever is greater. Thoroughly compact the embedment material under the haunches of the pipe without displacing the pipe. Material shall be brought up evenly on each side of the pipe for the full length of the pipe.

When the top of the pipe is above the top of the trench, the embedment material shall be compacted in layers not exceeding 6 inches and shall be brought up evenly on each side of the pipe to one foot above the top of the pipe. All embedment material shall be compacted to a density required under Item P-152.

Concrete cradles and flowable fills, such as controlled low strength material (CLSM) or controlled density fill (CDF), may be used for embedment provided adequate flotation resistance can be achieved by restraints, weighing, or placement technique.

It shall be the Contractor's responsibility to protect installed pipes and culverts from damage due to construction equipment operations. The Contractor shall be responsible for installation of any extra strutting or backfill required to protect pipes from the construction equipment.

701-3.6 Overfill

Pipes shall be inspected before any overfill is in place. Any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense. Evaluation of any damage to RCP shall be evaluated based on AASHTO R73.

Overfill material shall be placed and compacted in layers as required to achieve compaction to at least 95 percent standard proctor per ASTM D1557. The soil shall contain no debris, organic matter, frozen material, or stones with a diameter greater than one half the thickness of the compacted layers being placed.

701-3.7 Inspection Requirements

An initial post installation inspection shall be performed by the RPR no sooner than 30 days after completion of installation and final backfill. Clean or flush all lines prior to inspection.

Incorporate specific inspection requirements for the various types of pipes beneath the general inspection requirements.

Reinforced concrete pipe shall be inspected, evaluated, and reported on in accordance with ASTM C1840, "Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe." Any issues reported shall include still photo and video documentation. The zoom ratio shall be provided for all still or video images that document any issues of concern by the inspection firm.

METHOD OF MEASUREMENT

701-4.1 The length of pipe shall be measured in linear feet (m) of pipe in place, completed, and accepted. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The size of pipe shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

BASIS OF PAYMENT

701-5.0 These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

701-5.1 Payment will be made at the contract unit price per linear foot (meter) for 18 inch, Class V and 24", Class V concrete sewer pipe.

Payment will be made under:

Item D-701.1	Concrete Sewer Pipe 18 inch, Class V - per linear foot
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Item D-701.2	Concrete Sewer Pipe 24 inch, Class V – per linear foot
Item D-701.3	Concrete Sewer Pipe 30 inch, Class V – per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M167	Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M190	Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter

ASTM International (ASTM)

ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Steel Structural Plate, Zinc Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM A849	Standard Specification for Post-Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM C14	Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C94	Standard Specification for Ready Mixed Concrete

ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe
ASTM C990	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM D1056	Standard Specification for Flexible Cellular Materials Sponge or Expanded Rubber
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe
ASTM D3282	Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes
ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F667	Standard Specification for 3 through 24 in. Corrugated Polyethylene Pipe and Fittings
ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter
ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings

ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
ASTM F2736	Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
ASTM F2764	Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene (PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications
ASTM F2881	Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications

National Fire Protection Association (NFPA)

NFPA 415	Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways
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END ITEM D-701

Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes

DESCRIPTION

751-1.1 This item shall consist of construction of manholes, catch basins, inlets, and inspection holes, in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the RPR.

MATERIALS

751-2.1 Brick. The brick shall conform to the requirements of ASTM C32, Grade MS.

751-2.2 Mortar. Mortar shall consist of one part Portland cement and two parts sand. The cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

751-2.3 Concrete. Plain and reinforced concrete used in structures, connections of pipes with structures, and the support of structures or frames shall conform to the requirements of Item P-610.

751-2.4 Precast concrete pipe manhole rings. Precast concrete pipe manhole rings shall conform to the requirements of ASTM C478. Unless otherwise specified, the risers and offset cone sections shall have an inside diameter of not less than 36 inches nor more than 48 inches. There shall be a gasket between individual sections and sections cemented together with mortar on the inside of the manhole. Gaskets shall conform to the requirements of ASTM C443.

751-2.5 Corrugated metal. Corrugated metal shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M36.

751-2.6 Frames, covers, and grates. The castings shall conform to one of the following requirements:

- a. ASTM A48, Class 35B: Gray iron castings
- b. ASTM A47: Malleable iron castings
- c. ASTM A27: Steel castings
- d. ASTM A283, Grade D: Structural steel for grates and frames
- e. ASTM A536, Grade 65-45-12: Ductile iron castings
- f. ASTM A897: Austempered ductile iron castings

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings, aircraft gear configuration and/or direct loading, specified.

Each frame and cover or grate unit shall be provided with fastening members to prevent it from being dislodged by traffic but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

751-2.7 Steps. The steps or ladder bars shall be gray or malleable cast iron or galvanized steel. The steps shall be the size, length, and shape shown on the plans and those steps that are not galvanized shall be given a coat of asphalt paint, when directed.

751-2.8 Precast inlet structures. Manufactured in accordance with and conforming to ASTM C913.

CONSTRUCTION METHODS

751-3.1 Unclassified excavation.

a. The Contractor shall excavate for structures and footings to the lines and grades or elevations, shown on the plans, or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximately only; and the RPR may direct, in writing, changes in dimensions or elevations of footings necessary for a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the RPR. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. Where concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing is placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.

d. All bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage finished masonry. The cost of removal shall be included in the unit price bid for the structure.

e. After excavation is completed for each structure, the Contractor shall notify the RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

751-3.2 Brick structures.

a. **Foundations.** A prepared foundation shall be placed for all brick structures after the foundation excavation is completed and accepted. Unless otherwise specified, the base shall consist of reinforced concrete mixed, prepared, and placed in accordance with the requirements of Item P-610.

b. **Laying brick.** All brick shall be clean and thoroughly wet before laying so that they will not absorb any appreciable amount of additional water at the time they are laid. All brick shall be laid in freshly made mortar. Mortar not used within 45 minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted. An ample layer of mortar shall be spread on the beds and a shallow furrow shall be made in it that can be readily closed by the laying of the brick. All bed and head joints shall be filled solid with mortar. End joints of stretchers and side or cross joints of headers shall be fully buttered with mortar and a shoved joint made to squeeze out mortar at the top of the joint. Any bricks that may be loosened after the mortar has taken its set, shall be removed, cleaned, and re-laid with fresh mortar. No broken or chipped brick shall be used in the face, and no spalls or bats shall be used except where necessary to shape around irregular openings or edges; in which case, full bricks shall be placed at ends or corners where possible, and the bats shall be used in the interior of the course. In making closures, no piece of brick shorter than the width of a whole brick shall be used; and wherever practicable, whole brick shall be used and laid as headers.

c. **Joints.** All joints shall be filled with mortar at every course. Exterior faces shall be laid up in advance of backing. Exterior faces shall be plastered or parged with a coat of mortar not less than 3/8 inch thick before the backing is laid up. Prior to parging, all joints on the back of face courses shall be cut flush. Unless otherwise noted, joints shall be not less than 1/4 inch nor more than 1/2 inch wide and the selected joint width shall be maintained uniform throughout the work.

d. Pointing. Face joints shall be neatly struck, using the weather-struck joint. All joints shall be finished properly as the laying of the brick progresses. When nails or line pins are used, the holes shall be immediately plugged with mortar and pointed when the nail or pin is removed.

e. Cleaning. Upon completion of the work all exterior surfaces shall be thoroughly cleaned by scrubbing and washing with water. If necessary to produce satisfactory results, cleaning shall be done with a 5% solution of muriatic acid which shall then be rinsed off with liberal quantities of water.

f. Curing and cold weather protection. The brick masonry shall be protected and kept moist for at least 48 hours after laying the brick. Brick masonry work or pointing shall not be done when there is frost on the brick or when the air temperature is below 50°F unless the Contractor has, on the project ready to use, suitable covering and artificial heating devices necessary to keep the atmosphere surrounding the masonry at a temperature of not less than 60°F for the duration of the curing period.

751-3.3 Concrete structures. Concrete structures which are to be cast-in-place within the project boundaries shall be built on prepared foundations, conforming to the dimensions and shape indicated on the plans. The construction shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

All invert channels shall be constructed and shaped accurately to be smooth, uniform, and cause minimum resistance to flowing water. The interior bottom shall be sloped to the outlet.

751-3.4 Precast concrete structures. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program.

Precast concrete structures shall conform to ASTM C478. Precast concrete structures shall be constructed on prepared or previously placed slab foundations conforming to the dimensions and locations shown on the plans. All precast concrete sections necessary to build a completed structure shall be furnished. The different sections shall fit together readily. Joints between precast concrete risers and tops shall be full-bedded in cement mortar and shall: (1) be smoothed to a uniform surface on both interior and exterior of the structure or (2) utilize a rubber gasket per ASTM C443. The top of the upper precast concrete section shall be suitably formed and dimensioned to receive the metal frame and cover or grate, or other cap, as required. Provision shall be made for any connections for lateral pipe, including drops and leads that may be installed in the structure. The flow lines shall be smooth, uniform, and cause minimum resistance to flow. The metal or metal encapsulated steps that are embedded or built into the side walls shall be aligned and placed in accordance to ASTM C478. When a metal ladder replaces the steps, it shall be securely fastened into position.

751-3.5 Corrugated metal structures. Corrugated metal structures shall be prefabricated. All standard or special fittings shall be furnished to provide pipe connections or branches with the correct dimensions and of sufficient length to accommodate connecting bands. The fittings shall be welded in place to the metal structures. The top of the metal structure shall be designed so that either a concrete slab or metal collar may be attached to allow the fastening of a standard metal frame and grate or cover. Steps or ladders shall be furnished as shown on the plans. Corrugated metal structures shall be constructed on prepared foundations, conforming to the dimensions and locations as shown on the plans. When indicated, the structures shall be placed on a reinforced concrete base.

751-3.6 Inlet and outlet pipes. Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections. They shall be cut off flush with the wall on the inside surface of the structure, unless otherwise directed. For concrete or brick structures, mortar shall be placed around these pipes to form a tight, neat connection.

751-3.7 Placement and treatment of castings, frames, and fittings. All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the RPR and shall be set true to line and elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are placed on previously constructed masonry, the bearing surface of the masonry shall be brought true to line and grade and shall present an even bearing surface so the entire face or back of the unit will come in contact with the masonry. The unit shall be set in mortar beds and anchored to the masonry as indicated on the plans or as directed by the RPR. All units shall set firm and secure.

After the frames or fittings have been set in final position, the concrete or mortar shall be allowed to harden for seven (7) days before the grates or covers are placed and fastened down.

751-3.8 Installation of steps. The steps shall be installed as indicated on the plans or as directed by the RPR. When the steps are to be set in concrete, they shall be placed and secured in position before the concrete is placed. When the steps are installed in brick masonry, they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least seven (7) days. After seven (7) days, the steps shall be cleaned and painted, unless they have been galvanized.

When steps are required with precast concrete structures, they shall meet the requirements of ASTM C478. The steps shall be cast into the side of the sections at the time the sections are manufactured or set in place after the structure is erected by drilling holes in the concrete and cementing the steps in place.

When steps are required with corrugated metal structures, they shall be welded into aligned position at a vertical spacing of 12 inches.

Instead of steps, prefabricated ladders may be installed. For brick or concrete structures, the ladder shall be held in place by grouting the supports in drilled holes. For metal structures, the ladder shall be secured by welding the top support to the structure and grouting the bottom support into drilled holes in the foundation or as directed by the RPR.

751-3.9 Backfilling.

a. After a structure has been completed, the area around it shall be backfilled with approved material, in horizontal layers not to exceed 8 inches in loose depth and compacted to the density required in Item P-152. Each layer shall be deposited evenly around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

b. Backfill shall not be placed against any structure until approved by the RPR. For concrete structures, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill and placing methods.

c. Backfill shall not be measured for direct payment. Performance of this work shall be considered an obligation of the Contractor covered under the contract unit price for the structure involved.

751-3.10 Cleaning and restoration of site. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as approved by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

METHOD OF MEASUREMENT

751-4.1 Manholes, catch basins, inlets, and inspection holes shall be measured by the unit.

BASIS OF PAYMENT

751-5.1 The accepted quantities of manholes, catch basins, inlets, and inspection holes will be paid for at the contract unit price per each in place when completed. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans; and for all labor equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

Item D-751.1	Aircraft Ranted Manhole with Aircraft Rated Lid – per each
Item D-751.2	Airfield Inlet with Aircraft Rated Grate – per each
Item D-751.3	Adjust Storm Manhole/Inlet to Grade – per each
Item D-751.4	Connect Storm Sewer Pipe to Existing Storm Structure – per each
Item D-751.5	24” RCP & Manholes Miscellaneous Costs – per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C32	Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale)
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.

ASTM C478 Standard Specification for Precast Reinforced Concrete Manhole Sections

ASTM C913 Standard Specification for Precast Concrete Water and Wastewater Structures.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M36 Standard Specification for Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains

END OF ITEM D-751

Item L-108 Underground Power Cable for Airports

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables that are direct buried and furnishing and/or installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the RPR. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities.

EQUIPMENT AND MATERIALS

108-2.1 General.

- a.** Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.
- b.** All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the RPR.
- c.** Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.
- d.** All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.
- e.** The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be tabbed by specification section and electronically submitted in pdf format. The RPR reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.
- f.** All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall maintain a minimum insulation resistance in accordance with paragraph 108-3.10e with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period when tested in

accordance with AC 150/5340-26, *Maintenance Airport Visual Aid Facilities*, paragraph 5.1.3.1, Insulation Resistance Test.

108-2.2 Cable. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge (AWG), L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. Conductors for use on 20 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #6 AWG, L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Commercial Item Description A-A-59544A and shall be type THWN-2, 75°C for installation in conduit and RHW-2, 75°C for direct burial installations. Conductors for parallel (voltage) circuits shall be type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

108-2.3 Bare copper wire (counterpoise, bare copper wire ground and ground rods). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 6 AWG bare solid copper wire for counterpoise and/or No. 6 AWG insulated stranded for grounding bond wire per ASTM B3 and ASTM B8, and shall be bare copper wire. For voltage powered circuits, the equipment grounding conductor shall comply with NEC Article 250.

Ground rods shall be copper or copper-clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet long and 3/4 inch in diameter.

108-2.4 Cable connections. In-line connections or splices of underground primary cables shall be of the type called for on the plans and shall be one of the types listed below. No separate payment will be made for cable connections.

a. The cast splice. Not used.

b. The field-attached plug-in splice. Field attached plug-in splices shall be installed as shown on the plans. The Contractor shall determine the outside diameter of the cable to be spliced and furnish appropriately sized connector kits and/or adapters. Tape shall be in accordance with the manufacturer's requirements. Primary Connector Kits manufactured by Amerace, "Super Kit", Integro "Complete Kit", or approved equal is acceptable.

c. The factory-molded plug-in splice. Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

d. The taped or heat-shrink splice. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D4388 and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits that are designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

108-2.5 Splicer qualifications. Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the RPR proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

108-2.6 Concrete. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

108-2.7 Flowable backfill. Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

108-2.8 Cable identification tags. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 Tape. Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2 inch wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

108-2.10 Electrical coating. Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

108-2.11 Existing circuits. Whenever the scope of work requires connection to an existing circuit, the existing circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the RPR. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms acceptable to the RPR. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the existing circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

108-2.12 Detectable warning tape. Plastic, detectable, American Public Works Association (APWA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend tape shall be polyethylene film with a metalized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item. Detectable warning tape for communication cables shall be orange. Detectable warning tape color code shall comply with the APWA Uniform Color Code.

CONSTRUCTION METHODS

108-3.1 General. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch in size. The cable circuit identification shall match the circuits noted on the construction plans.

Removed cable, not called out as abandoned communication line, shall be incidental to the installation bid item.

108-3.2 Installation in duct banks or conduits. This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of

debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

108-3.3 Installation of direct-buried cable in trenches. Not used.

108-3.4 Cable markers for direct-buried cable. Not used.

108-3.5 Splicing. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Cast splices. Not used.

b. Field-attached plug-in splices. These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by the following method: roll-over water seal flap to sealing position on mating connector. wrapped with at least two layers of rubber or synthetic rubber tape and two layers of plastic tape, one-half lapped, extending at least 1-1/2 inches on each side of the joint.

c. Factory-molded plug-in splices. These shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by the following method: roll-over water seal flap to sealing position on mating connector. wrapped with at least two layers of rubber or synthetic

rubber tape and two layers of plastic tape, one-half lapped, extending at least 1-1/2 inches on each side of the joint .

d. Taped or heat-shrink splices. Not used.

e. Assembly. Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer's recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

108-3.6 Bare counterpoise wire installation for lightning protection and grounding. If shown on the plans or included in the job specifications, bare solid #6 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The RPR shall select one of two methods of lightning protection for the airfield lighting circuit based upon sound engineering practice and lightning strike density.

a. Equipotential. The counterpoise size is as shown on the plans. The equipotential method is applicable to all airfield lighting systems, i.e. runway, taxiway, apron – touchdown zone, centerline, edge, threshold and approach lighting systems. The equipotential method is also successfully applied to provide lightning protection for power, signal and communication systems. The light bases, counterpoise, etc – all components - are bonded together and bonded to the vault power system ground loop/electrode.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. The counterpoise is centered over the cable/conduit/duct to be protected.

The counterpoise conductor shall be installed no less than 8 inches (200 mm) minimum or 12 inches (300 mm) maximum above the raceway or cable to be protected, except as permitted below:

(1) The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

(2) The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection, (45 degrees on each side of vertical creating a 90-degree angle).

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

All components rise and fall at the same potential, with no potential difference, no damaging arcing and no damaging current flow.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Equipotential Method of lightning protection.

Reference FAA STD-019E, Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment, Part 4.1.1.7..

b. Isolation. Not used this project.

c. Common Installation requirements. When a metallic light base is used, the grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

Nonmetallic light bases are not allowed.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, **external to the raceway or sleeve.**

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

d. Parallel Voltage Systems. Not used this project.

108-3.7 Counterpoise installation above multiple conduits and duct banks. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete area of protection measured 45 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

108-3.8 Counterpoise installation at existing duct banks. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.9 Exothermic bonding. Bonding of counterpoise wire shall be by the exothermic welding process or equivalent method accepted by the RPR. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the RPR, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

a. All slag shall be removed from welds.

b. Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See AC 150/5340-30 for galvanized light base exception.

c. If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M™ Scotchkote™, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

108-3.10 Testing. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor

shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

a. Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.

b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

d. That all affected circuits (existing and new) are free from unspecified grounds.

e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than **500** megohms. Verify continuity of all series airfield lighting circuits prior to energization.

f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.

g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.

h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

i. That the impedance to ground of each ground rod does not exceed **25** ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved "repair" procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

108-4.2 Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet installed and grounding connectors, and trench marking tape ready for operation,

and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item shall not include additional quantities required for slack.

108-4.3 No separate payment will be made for ground rods.

108-4.4 Additional ground rods necessary to achieve the required impedance to ground reading shall be incidental to overall project.

BASIS OF PAYMENT

108-5.1 Payment will be made at the contract unit price for trenching, cable and bare counterpoise wire installed in trench (direct-buried), or cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods, ground connectors, removed cable, and trench marking tape, necessary to complete this item.

Payment will be made under:

Item L-108.1	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed In Trench with Duct, Including Grounding Rods, Including Connections/Terminations - per linear foot
Item L-108.2	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit - per liner foot
Item L-108.3	Remove Abandoned Communication Line – per linear foot
Item L-108.4	No. 6, 600V, XHHW Cable, Installed in Trench, Duct Bank or Conduit - per liner foot
Item L-108.5	No. 4, 600V, XHHW Cable – per linear foot
Item L-108.6	1/0 Bare Guard Wire – per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description

A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)
A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic

ASTM International (ASTM)

ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes

Mil Spec

MIL-PRF-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical
MIL-I-24391	Insulation Tape, Electrical, Plastic, Pressure Sensitive

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
NFPA-780	Standard for the Installation of Lightning Protection Systems

American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)

ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
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Federal Aviation Administration Standard

FAA STD-019E	Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment
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END OF ITEM L-108

Item L-110 Airport Underground Electrical Duct Banks and Conduits

DESCRIPTION

110-1.1 This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete or buried in sand) installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandrelling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

EQUIPMENT AND MATERIALS

110-2.1 General.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, that comply with these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be tabbed by specification section and electronically submitted in pdf format. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

110-2.2 Steel conduit. Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or other similar environments shall be painted with a 10-mil thick coat of asphaltum sealer or shall have a factory-bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10 mils of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions. In lieu of PVC coated RGS, corrosion wrap tape shall be permitted to be used where RGS is in contact with direct earth."

110-2.3 Plastic conduit. Plastic conduit and fittings shall conform to the following requirements:

- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10.
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class 4.

Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

- a. Type I—Schedule 40 and Schedule 80 PVC suitable for underground use either direct-buried or encased in concrete.
- b. Type II—Schedule 40 PVC suitable for either above ground or underground use.
- c. Type III – Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.
- d. Type III –HDPE pipe, minimum standard dimensional ratio (SDR) 11, suitable for placement with directional boring under pavement.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

110-2.4 Split conduit. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.

110-2.5 Conduit spacers. Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads. They shall be designed to accept No. 4 reinforcing bars installed vertically.

110-2.6 Concrete. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

110-2.7 Precast concrete structures. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program. Precast concrete structures shall conform to ASTM C478.

110-2.8 Flowable backfill. Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

110-2.9 Detectable warning tape. Plastic, detectable, American Public Works Association (APWA) red (electrical power lines, cables, conduit and lighting cable), orange (telephone/fiber optic cabling) with continuous legend magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-6 inches wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

110-3.1 General. The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The RPR shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches per 100 feet. On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. Under pavement, the top of the duct bank shall not be less than 18 inches below the subgrade; in other locations, the top of the duct bank or underground conduit shall be not less than 18 inches below finished grade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet.

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching

equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch sieve. Flowable backfill may alternatively be used

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the RPR. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet.

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the RPR, the unsuitable material shall be removed per Item P-152 and replaced with suitable material. Additional duct bank supports shall be installed, as approved by the RPR.

All excavation shall be unclassified and shall be considered incidental to Item L-110. Dewatering necessary for duct installation, and erosion per federal, state, and local requirements is incidental to Item L-110.

Unless otherwise specified, excavated materials that are deemed by the RPR to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the RPR and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

a. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

b. Trenching, etc., in cable areas shall then proceed with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 Duct banks. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches (0.5 m) below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet beyond the edges of the pavement or 3 feet beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 inches thick prior to its initial set. The Contractor shall space the conduits not less than 3 inches apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 3 to 6 inches wide tape, 8 inches minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch wide tape only for single conduit runs. Utilize the 6-inch wide tape for multiple conduits and duct banks. For duct banks equal to or greater than 24 inches in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the RPR shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the RPR.

110-3.3 Conduits without concrete encasement. Trenches for single-conduit lines shall be not less than 6 inches nor more than 12 inches wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be placed not less than 3 inches apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

110-3.4 Markers. Not required.

110-3.5 Backfilling for conduits. For conduits, 8 inches of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted per Item P-152 except that material used for back fill shall be select material not larger than 4 inches in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.6 Backfilling for duct banks. After the concrete has cured, the remaining trench shall be backfilled and compacted per Item P-152 "Excavation and Embankment" except that the material used for backfilling shall be select material not larger than 4 inches in diameter. In addition to the requirements of Item P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.7 Restoration. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include seeding and mulching shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object

debris (FOD) and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

METHOD OF MEASUREMENT

110-4.1 Underground conduits and duct banks shall be measured by the linear feet of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated material, and restoration, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for removal and disposal of existing duct banks and conduits as shown on the plans, furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110.1	Concrete Encased Electrical Duct Bank, 2W-2" - per linear foot
Item L-110.2	Concrete Encased Electrical Duct Bank, 4W-4" – per linear foot
Item L-110.3	Concrete Encased New Electrical Duct Bank, 4W-4" – per linear foot
Item L-110.4	Concrete Encased Conduit, 1W-2" Type II PVC – per linear foot
Item L-110.5	Non-Encased Electrical Conduit, 1W-2" Type II PVC - per linear foot
Item L-110.6	Split Conduit for FAA Cables – per linear foot
Item L-110.7	Lower Existing Home Run – per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circular (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
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National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
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Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit - Steel
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Construct Taxiway G/Apron G
Augusta Regional Airport, Augusta, Georgia
CARES Grant: 3-13-0011-045-2020

Issued for Construction
Item L-110 Airport Underground Electrical Duct Banks and Conduits
L-110-7
September 13, 2023

UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 1242	Electrical Intermediate Metal Conduit Steel
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

END OF ITEM L-110

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Edwin Scott

From: Malloy, Jason <jmalloy@indexc.com>
Sent: Monday, March 18, 2024 4:43 PM
To: Edwin Scott
Cc: awright@aulickengineering.com
Subject: RE: AGS - Taxiway G Draft CO #1
Attachments: AGS Dump Site - Topo 2024.01.18 - Original Ground.dxf; AGS Dump Site - Topo 2024.03.15 - Stockpile.dxf

Edwin,

See attached topo of the original ground at the dump site and topo from last week. Based on these topos, I was able to quantify 4,926 CY of dirt was placed in this area. Let me know if you need me to send these point files in a different file type for your use.

Thanks

From: Edwin Scott <Edwin.Scott@meadhunt.com>
Sent: Friday, March 8, 2024 9:28 AM
To: Malloy, Jason <jmalloy@indexc.com>
Cc: awright@aulickengineering.com
Subject: RE: AGS - Taxiway G Draft CO #1

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Jason,

Let me review and I'll follow up if I have any questions.

Thanks,

Edwin Scott, JR., PE

Direct: 803-520-2986 | Cell: 803-261-4008 | Transfer Files
meadhunt.com | Experience Exceptional

From: Malloy, Jason <jmalloy@indexc.com>
Sent: Friday, March 8, 2024 8:22 AM
To: Edwin Scott <Edwin.Scott@meadhunt.com>
Cc: awright@aulickengineering.com
Subject: RE: AGS - Taxiway G Draft CO #1

Edwin,

See attached markups for quantity revisions on three line items.

1. Bid Alt 1 – P-152.4 Unsuitable/Over Excavation – I suggest only reducing this quantity by 4,500 CY instead of 5,500 CY. That will provide roughly 1,000 CY for the 60 day closure work area.

2. Bid Alt 1 – D-701.2 Concrete Sewer Pipe, 24-inch – Reduce the entire quantity of 89 LF
3. Bid Alt 1 New Work – D-701.3 Concrete Sewer Pipe, 30-inch – Quantity is actually 274 LF

I would also like to add the following line items to the New Work List:

Pay Schedule	Pay Item	Description	Original Quantity
Bid Alt 1	TBD	No. 4, 600V, XHHW Cable	0
Bid Alt 1	TBD	1/0 Bare Guard Wire	0
Base Bid	TBD	Lower Existing Home Run - IX Cost	0
Bid Alt 1	TBD	Purchase 24" RCP & Manholes, Shipping and Handling for 24" RCP & Manholes	0

These would add a total of \$57,353 to the change order amount. Taking the total for the change order to \$340,261.25.

These extra work items have already been completed. Therefore, we would like to bill for them so, we can pay Trinity and Foley Precast.

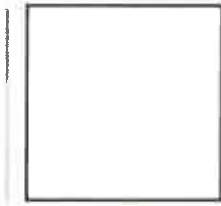
Let me know if you have any questions.

Thanks

Jason Malloy
Senior Project Manager

Independence Excavating, Inc.
5720 E. Schaaf Rd. | Independence, OH 44131
O: 216.212.2056
E: jmalloy@indexc.com
www.indexc.com





From: Edwin Scott <Edwin.Scott@meadhunt.com>
Sent: Thursday, March 7, 2024 1:53 PM
To: Malloy, Jason <jmalloy@indexc.com>
Cc: awright@aulickengineering.com
Subject: AGS - Taxiway G Draft CO #1

CAUTION: This message was sent from outside of the DiGeronimo Companies. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe. Please report all suspicious emails to "reportphish@digcoit.com" as an attachment.

Jason,

See attached for a draft CO#1. Please review and let me know if you have any comments or if I'm missing anything. This should be reflective of the quantities you were tracking as well as the most recent pay app.

One question regarding the 24" pipe. It looks like the 18" pipe removed from the project is replaced with 24"? I'm not aware of anywhere that we actually installed 24" pipe within the project as everything at the crossing was revised to be 30" pipe. I've talked to Andrew and he wasn't aware of any change either.

Also, we will need the surveyed quantities of the material stockpiled onsite. This isn't shown as everything is currently included in line items already in the project.

Thanks,

Edwin Scott, JR., PE

Project Manager | Aviation

Direct: 803-520-2986 | Cell: 803-261-4008 | Transfer Files

Mead&Hunt

LinkedIn | Facebook | Instagram

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**AGS Taxiway G Project
Change Order Log**

Item 10.

Pay Schedule	Pay Item	Description	Original Quantity	UOM	Actual Quantity	Delta Quantity	Unit Price	Price Change
Base Bid	P501.1	Reinforcement Change Order	0	LS	1	1	\$ 69,309.00	\$ 69,309.00
Bid Alt 1	P501.1	Reinforcement Change Order	0	LS	1	1	\$ 158,989.50	\$ 158,989.50
Bid Alt 1	D-701.1	18 inch RCP	231	LF	45	-186	\$ 170.00	\$ (31,620.00)
Bid Alt 1	D-701.2	24 inch RCP	89	LF	185	96	\$ 200.00	\$ 19,200.00
Bid Alt 1	TBD	30 inch RCP	0	LF	89	89	\$ 250.00	\$ 22,250.00
Bid Alt 1	P-620.5	Temporary Displaced Threshold	1	LS	0	-1	\$ 125,000.00	\$ (125,000.00)
Bid Alt 1	TBD	Split Conduit and Jacket Existing Direct Bury FAA Cables	0	LF	470	470	\$ 92.50	\$ 43,475.00
Base Bid	P-152.1	P152 Exc to Waste Overrun	3290	CY	19487	16197	\$ 30.00	\$ 485,910.00
Bid Alt 1	P-152.2	P152 Exc to Embank Overrun	2844	CY	7066	4222	\$ 20.00	\$ 84,440.00
Base Bid	P-152.4	P152 Unsuitable Exc Underrun	5000	CY	25	-4975	\$ 28.00	\$ (139,300.00)
Bid Alt 1	P-152.4	P152 Unsuitable Exc Underrun	10000	CY	4500	-5500	\$ 28.00	\$ (154,000.00)
	L-180.4	AWOS Additional Wire - Price TBD				0		
Base Bid	C-102.1a	Installation, Maintenance, and Removal of Silt Fence or Silt Sock	11754	LF	4168	-7586	\$ 4.00	\$ (30,344.00)
Bid Alt 1	C-102.1a	Installation, Maintenance, and Removal of Silt Fence or Silt Sock	11754	LF	4168	-7586	\$ 4.00	\$ (30,344.00)
Base Bid	C-102.1b	Construct, Maintain, and Remove Inlet Sediment Trap	48	EA	9	-39	\$ 350.00	\$ (13,650.00)
Bid Alt 1	C-102.1b	Construct, Maintain, and Remove Inlet Sediment Trap	48	EA	0	-48	\$ 350.00	\$ (16,800.00)
Bid Alt 1	C-102.1c	Construct, Maintain, and Remove Construction Exit	1	EA	0	-1	\$ 12,000.00	\$ (12,000.00)
Base Bid	C-102.1f	Emergency Erosion Control Mobe	1	LS	0	-1	\$ 2,500.00	\$ (2,500.00)
Bid Alt 1	C-102.1f	Emergency Erosion Control Mobe	1	LS	0	-1	\$ 2,500.00	\$ (2,500.00)
Base Bid	P-101.1	Full Depth Asphalt Pavement Removal	1972	SY	1829	-143	\$ 30.00	\$ (4,290.00)
Base Bid	P-101.2	Cold Milling	233	SY	0	-233	\$ 20.00	\$ (4,660.00)
Base Bid	P-620.2	Temporary Pavement Markings	9393	SF	0	-9393	\$ 1.10	\$ (10,332.30)
Bid Alt 1	P-620.2	Temporary Pavement Markings	30223	SF	0	-30223	\$ 0.65	\$ (19,644.95)
Base Bid	T-901.3	Seed Staging Area	1	AC	0	-1	\$ 2,300.00	\$ (2,300.00)
Bid Alt 1	T-901.3	Seed Staging Area	1	AC	0	-1	\$ 2,300.00	\$ (2,300.00)
Base Bid	T-905.2	Topsoil Staging Area	2762	CY	0	-2762	\$ 8.00	\$ (22,096.00)
Bid Alt 1	T-905.2	Topsoil Staging Area	2762	CY	0	-2762	\$ 7.00	\$ (19,334.00)
Total Price Change Amount								\$ 240,558.25
Original Contract Amount								\$ 11,877,051.10
Revised Contract Amount								\$ 12,117,609.35

February 12, 2024

Elizabeth Giles
Senior Construction Project Manager
Augusta Region Airport
1501 Aviation Way
Augusta, GA 30906

Project: Construct Taxiway G
Augusta Regional Airport

Subject: Price Proposal – AWOS Feeder
SL# IX-AGS-03

Dear Mrs. Giles,

Independence Excavating Inc. (IX) is pleased to submit this proposal in response to the direction provided in RFI 09 regarding the electrical scope for the AWOS equipment. There is additional quantity associated with Bid Alt 1 Pay Item L-108.4 (No. 6, 600V, XHHW). This item will overrun approximately 1,200 LF over the original quantity of 1,612 LF. There is also scope called for on plan sheets E-203 and E-205 that does not currently have Pay Items provided. These two scopes of work are: No. 4, 600V, XHHW Cable and 1/0 Bare Guard Wire. These two items' quantities and unit prices are shown in the table below along with the 1,200 LF quantity overrun of the existing No. 6, 600V, XHHW cable item.

Bid Schedule	Pay Item	Description	Quantity	UOM	Unit Price	Total Price
Bid Alt 1	L-108.4	No. 6, 600V, XHHW Cable	1200	LF	\$ 4.25	\$ 5,100.00
Bid Alt 1	TBD	No. 4, 600V, XHHW Cable	2400	LF	\$ 9.79	\$ 23,496.00
Bid Alt 1	TBD	1/0 Bare Guard Wire	550	LF	\$ 12.24	\$ 6,732.00
Total Change Amount						\$ 35,328.00

If you require additional information, please do not hesitate to contact me.

Sincerely,

Jason Malloy
Senior Project Manager
Independence Excavating Inc.



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

February 20, 2024

Mr. Richard M. DiGeronimo, Vice President
Cc: Jason Malloy, Project Manager
Independence Excavating, Inc.
5720 E. Schaaf Rd.
Independence, OH 44131

Subject: Construct Taxiway G / Apron G

Dear Mr. DiGeronimo:

I am in receipt of your proposal. Please accept this correspondence as Augusta Regional Airport's assumption of financial responsibility, in the amount of \$228,298.50, for the change order associated with the additional steel dowels and reinforcement along the concrete shoulders.

We appreciate the work you have done thus far and look forward to the scheduled completion of this project. If you have additional questions, I can be reached at 706-796-4040.

Sincerely,

A handwritten signature in black ink, reading "Herbert L. Judon, Jr.", is positioned above the printed name.


Herbert L. Judon, Jr., A.A.E, IAP
Executive Director

cc:

Jason Malloy, Independence Excavating, Inc.
Elizabeth Giles, Augusta Regional Airport

Change Order Proposal
Additional Shoulder Reinforcement and Dowel Bar Size Change

Base Bid													
Change Order Quantity Takeoff and Pricing						Current Contract Quantity & Unit Price				Proposed Contract Quantity & Unit Price			
Bid Item	Description	Quantity	Unit	Unit Price	Total Price	Quantity	Unit	Unit Price	Total Price	Quantity	Unit	Unit Price	Total Price
P501.1	Shoulder Reinforcement: Type E - Doweled Construction Joint	1,522.0	LF	\$21.00	\$31,962.00	15,402.0	SY	\$145.00	\$2,233,290.00	15,402.0	SY	\$149.50	\$2,302,599.00
P501.1	Shoulder Reinforcement: Wire Mesh Reinforced Panels	583.0	SY	\$45.00	\$26,235.00								
P501.1	Additional Cost for 1.25" x 20" Bar	6,600.0	EA	\$1.35	\$8,910.00								
Total Lump Sum Change Order Amount					\$67,107.00	<div></div>							\$2,302,599.00
Original Contract Amount + Change Order Amount									\$2,300,397.00	Proposed Change Order Amount		\$69,309.00	

Bid Alt 1														
Change Order Quantity Takeoff and Pricing						Current Contract Quantity & Unit Price				Proposed Contract Quantity & Unit Price				
Bid Item	Description	Quantity	Unit	Unit Price	Total Price	Quantity	Unit	Unit Price	Total Price	Quantity	Unit	Unit Price	Total Price	
P501.1	Shoulder Reinforcement: Type E - Doweled Construction Joint	3,825.0	LF	\$21.00	\$80,325.00	35,331.0	SY	\$105.00	\$3,709,755.00	35,331.0	SY	\$109.50	\$3,868,744.50	
P501.1	Shoulder Reinforcement: Wire Mesh Reinforced Panels	1,271.0	SY	\$45.00	\$57,195.00									
P501.1	Additional Cost for 1.25" x 20" Bar	15,400.0	EA	\$1.35	\$20,790.00									
Total Lump Sum Change Order Amount					\$158,310.00					\$158,310.00				\$3,868,744.50
Original Contract Amount + Change Order Amount									\$3,868,065.00	Proposed Change Order Amount			\$158,989.50	
Combined Total Lump Sum Change Order Amount					\$225,417.00					Combined Proposed Change Order Amount			\$228,298.50	

Augusta Regional Airport
Construct Taxiway G/Apron G

Progress Payment Application: CCO #1
 For Period Ending: 28 Mar 2024

CCO No.	Spec.	Description	Unit of Issue	Quantity	Unit Price	Extended Price	Approved Quantity	Approved Amount	Quantity to Date	Amount to Date
BASE BID										
1	C-102.1a	Installation, Maintenance, and Removal of Silt Fence or Silt Sock	LF	-7,586	\$ 4.00	\$ (30,344.00)	0.00	\$ -	0.00	\$ -
1	C-102.1b	Construct, Maintain, and Remove Inlet Sediment Trap	EA	-39	\$ 350.00	\$ (13,650.00)	0.00	\$ -	0.00	\$ -
1	C-102.1f	Emergency Erosion Control Mobilization	LS	-1	\$ 2,500.00	\$ (2,500.00)	0.00	\$ -	0.00	\$ -
1	P-101.1	Full Depth Asphalt Pavement Removal	SY	-143	\$ 30.00	\$ (4,290.00)	0.00	\$ -	0.00	\$ -
1	P-101.2	Cold Milling	SY	-233	\$ 20.00	\$ (4,660.00)	0.00	\$ -	0.00	\$ -
1	P-152.1	Unclassified Excavation, Remove Off-Site	CY	3,930	\$ 30.00	\$ 117,900.00	0.00	\$ -	1,843.00	\$ 55,290.00
1	P-152.4	Unsuitable/Over Excavation	CY	-4,975	\$ 28.00	\$ (139,300.00)	0.00	\$ -	0.00	\$ -
1	P-152.5	Unclassified Excavation, Stockpile On-Site	CY	0	\$ 20.00	\$ -	0.00	\$ -	0.00	\$ -
1	P-501.1	Portland Cement Concrete Pavement (14")	SY	-15,402	\$ 145.00	\$ (2,233,290.00)	0.00	\$ -	0.00	\$ -
1	P-501.1	Portland Cement Concrete Pavement (14")	SY	15,402	\$ 149.50	\$ 2,302,599.00	0.00	\$ -	0.00	\$ -
1	P-620.2	Temporary Pavement Markings	SF	-9,393	\$ 1.10	\$ (10,332.30)	0.00	\$ -	0.00	\$ -
1	T-901.3	Seeding Staging Area	AC	-1	\$ 2,300.00	\$ (2,300.00)	0.00	\$ -	0.00	\$ -
1	T-905.2	Topsoil Staging Area	CY	-2,762	\$ 8.00	\$ (22,096.00)	0.00	\$ -	0.00	\$ -
1	L-110.7	Lower Existing Home Run	LF	125	\$ 29.00	\$ 3,625.00	0.00	\$ -	0.00	\$ -
BASE BID SUBTOTAL						\$ (38,638.30)		\$ -		\$ 55,290.00
BID ALT 1										
1	C-102.1a	Installation, Maintenance, and Removal of Silt Fence or Silt Sock	LF	-7,586	\$ 4.00	\$ (30,344.00)	0.00	\$ -	0.00	\$ -
1	C-102.1b	Construct, Maintain, and Remove Inlet Sediment Trap	EA	-48	\$ 350.00	\$ (16,800.00)	0.00	\$ -	0.00	\$ -
1	C-102.1c	Construct, Maintain, and Remove Construction Exit	EA	-1	\$ 12,000.00	\$ (12,000.00)	0.00	\$ -	0.00	\$ -
1	C-102.1f	Emergency Erosion Control Mobilization	LS	-1	\$ 2,500.00	\$ (2,500.00)	0.00	\$ -	0.00	\$ -
1	P-152.1	Unclassified Excavation, Remove Off-Site	CY	7,341	\$ 30.00	\$ 220,230.00	0.00	\$ -	0.00	\$ -
1	P-152.2	Unclassified Excavation, Select Fill from On-Site Material	CY	4,222	\$ 20.00	\$ 84,440.00	0.00	\$ -	0.00	\$ -
1	P-152.4	Unsuitable/Over Excavation	CY	-4,500	\$ 28.00	\$ (126,000.00)	0.00	\$ -	0.00	\$ -
1	P-152.5	Unclassified Excavation, Stockpile On-Site	CY	4,926	\$ 20.00	\$ 98,520.00	0.00	\$ -	0.00	\$ -
1	P-501.1	Portland Cement Concrete Pavement (14")	SY	-35,331	\$ 105.00	\$ (3,709,755.00)	0.00	\$ -	0.00	\$ -
1	P-501.1	Portland Cement Concrete Pavement (14")	SY	35,331	\$ 109.50	\$ 3,868,744.50	0.00	\$ -	0.00	\$ -
1	P-620.2	Temporary Pavement Markings	SF	-30,223	\$ 0.65	\$ (19,644.95)	0.00	\$ -	0.00	\$ -
1	P-620.5	Temporary Displaced Threshold	LS	-1	\$ 125,000.00	\$ (125,000.00)	0.00	\$ -	0.00	\$ -
1	D-701.1	Concrete Sewer Pipe, 18-inch, Class V	LF	-186	\$ 170.00	\$ (31,620.00)	0.00	\$ -	0.00	\$ -
1	D-701.2	Concrete Sewer Pipe, 24-inch, Class V	LF	-89	\$ 200.00	\$ (17,800.00)	0.00	\$ -	0.00	\$ -
1	D-701.3	Concrete Sewer Pipe, 30-inch, Class V	LF	274	\$ 250.00	\$ 68,500.00	0.00	\$ -	0.00	\$ -
1	D-751.5	24" RCP & Manholes Misc. Costs	LS	1	\$ 23,500.00	\$ 23,500.00	0.00	\$ -	0.00	\$ -
1	T-901.3	Seeding Staging Area	AC	-1	\$ 2,300.00	\$ (2,300.00)	0.00	\$ -	0.00	\$ -
1	T-905.2	Topsoil Staging Area	CY	-2,762	\$ 7.00	\$ (19,334.00)	0.00	\$ -	0.00	\$ -
1	L-108.4	No. 6, 600V, XHHW Cable	LF	1,200	\$ 4.25	\$ 5,100.00	0.00	\$ -	0.00	\$ -
1	L-108.5	No. 4, 600V, XHHW Cable	LF	2,400	\$ 9.79	\$ 23,496.00	0.00	\$ -	0.00	\$ -
1	L-108.6	1/0 Bare Guard Wire	LF	550	\$ 12.24	\$ 6,732.00	0.00	\$ -	0.00	\$ -
1	L-110.6	Split Conduit for FAA Cables	LF	470	\$ 92.50	\$ 43,475.00	0.00	\$ -	0.00	\$ -
BID ALT 1 SUBTOTAL						\$ 329,639.55		\$ -		\$ -
CHANGE ORDER 1 TOTAL						\$ 291,001.25		\$ -		\$ 55,290.00
PROJECT TOTAL						\$ 291,001.25		\$ -		\$ 55,290.00
						Subtotal	#REF!	\$0.00		\$0.00



Commission Meeting

May 7, 2024

HCD_ Georgia Rehabilitation Institute, INC. (GRI) MOU Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) MOU with Georgia Rehabilitation Institute, INC. for the development of (2) ADA Accessible Units and (5) Rehabs. (Approved by Administrative Services Committee April 30, 2024)
Background:	<p>In partnership with HCD since 2019, GRI has provided financial assistance for ADA accessible homes and has provided assistance to HCD Home Rehabilitation Program.</p> <p>This local initiative will be known as the Housing & Community Development - Georgia Rehabilitation Institute Project Initiative (the "Initiative"). The greater Initiative is designed to rehab and facilitate the development of residential housing and affordable ADA assistance for disabled persons located on property currently owned by the Augusta, Georgia Land Bank Authority (AGLBA). Augusta, GA has concluded that it is beneficial to act as a team for the purpose of increasing homeownership, rental housing opportunities, as well as lease to own options for potential homebuyers</p>
Analysis:	The approval of the MOU will allow for development activities for (3) ADA Accessible Homes and (7) Rehabs in Augusta Richmond County.
Financial Impact:	<ul style="list-style-type: none"> GRI will contribute \$150,000 for two (2) ADA Accessible Units FY 25 (new construction) GRI will contribute \$50,000 for seven (5) HCD Home Rehab units, Program FY 25 (rehab)
Alternatives:	Do not approve HCD's Request.

Recommendation:

Motion to approve Housing and Community Development Department (HCD's) MOU with Georgia Rehabilitation Institute, INC. for the development of (2) ADA Accessible Units and (5) Rehabs.

Funds are available in the following accounts:

The Georgia Rehabilitation Institute, INC. wants to contribute the following funds listed below to the HOME Rehabilitation Program with HCD.

- GRI will contribute \$150,000 for two (2) ADA Accessible Units FY 25
- GRI will contribute \$50,000 for five (5) HCD Home Rehab Program FY 25

The cost of the projects was already budgeted in the following Org and Object Code listed below

221073212/5225110 Home Grant Projects/ Construction Services

**REVIEWED AND
APPROVED BY:**

Procurement

Finance

Law

Administrator

Clerk of Commission

AGREEMENT
 Between
AUGUSTA, GEORGIA
 Through
AUGUSTA HOUSING AND COMMUNITY DEVELOPMENT
 And
The Georgia Rehabilitation Institute INC.
FY 2025

This Agreement, is made and entered into this 1st day of July, 2024 (“the effective date”) by and between Augusta, Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “HCD”) – with principal offices at 510 Fenwick Street, Augusta, Georgia, as party of the first part, hereinafter called “Augusta and Georgia Rehabilitation Institute a Georgia nonprofit organization with an expertise in restoring ability, hope and independence to people who need medical rehabilitation and /or community support following temporary illness, injury or life changing disability pursuant to the Laws of the State of Georgia.

WHEREAS, the sole purpose of this agreement is the collaboration between Augusta, Georgia, Georgia Rehabilitation Institute, INC., and to further detail the separate and distinct roles and responsibilities of each party in Housing and Community Development:

WHEREAS, there is a growing need for ADA assistance for disability persons that would be made affordable to them, and;

WHEREAS, Employers, such as Housing and Community Development , are looking at ways to increase funding to assist in servicing persons and allowing seniors and disabilities to age in place and provide future accessible housing and;

WHEREAS, Georgia Rehabilitation Institute (GRI), has the expertise to provide quality and efficient services to Augusta, Georgia in assisting Housing and Community Development with funding and;

WHEREAS, GRI will work with the Housing and Community Development (HCD) service persons with disabilities and seniors for all accessibility needs.

THEREFORE, Augusta Housing and Community Development and Georgia Rehabilitation Institute, INC. agree that it is in the best interest of all concerned to enter into this MOU.

Eligibility Determinations

Residents will be received on a first-come, first-serve basis. To be eligible for services through the Rehabilitation program/GRI collaboration, applicants will have to meet the following criteria as a homeowner or tenant:

a) Household income must not exceed the following household income limits (80% of AMI):

1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON
\$36,900	\$42,200	\$47,450	\$52,700	\$56,950	\$61,150

b) **Must be a property within Augusta, Georgia city limits.**

c) **Must be a person with a disability or Senior if homeowner or tenant (55 and up).**

d) **Proof of insurance Coverage (if homeowner)**

e) **Paid property tax receipt (If homeowner)**

f) **Copy of property deed (If homeowner)**

g) **Such other conditions as may be required by the parties hereto.**

Roles and Responsibilities

It is understood that HCD and GRI will work together as a team to effectively meet the housing, disability and senior needs of Augusta, GA's residents. This level of collaboration will require thorough and timely communication between all parties. However, the parties to this MOU understand their separate and distinct responsibilities, including but not limited to the following for Rehabilitation and New Construction:

REHABILITATION

Augusta, GA is committed to rehabilitating accessible housing features for residents and tenants with disabilities and/or seniors that live in the city, HCD agrees to:

1. Identify, inspect, vet and provide work write-ups for the projects that will be serviced.
2. Will provide procurement services and oversight of projects.
3. Will pay contractors for project services according to same guidelines utilized for all rehabilitation projects.
4. Will provide additional federal funds for projects as needed.
5. Will submit service project recommendations to GRI on a monthly basis for approval.

HCD shall have no obligations under this Memorandum of Understanding other than those outlined above.

GRI through this partnership will contribute up to \$50,000 during the fiscal year of (July 1, 2024– June 30, 2025) towards accessible housing features and disability enhancements and seniors. GRI will:

1. Provide Funding for projects through June 30, 2025.
2. Partner with HCD to service seniors and/or persons with disabilities.
3. Provide repayment upon invoice submission from HCD of completed work that meets eligibility determinations.

NEW CONSTRUCTION

It is understood that HCD and GRI will work together as a team to effectively meet the housing, disability and senior needs of Augusta, GA's residents. This level of collaboration will require thorough and timely communication between all parties.

Investor/Developer Partner

1. The parties will have the following responsibilities:
2. HCD to work with GRI to identify up to two (2) Units, ADA Accessible Duplex homes FY 24
3. HCD to work with GRI to identify Affordable-Accessible house plans for each identified lot
4. HCD and GRI to agree upon deal structure (land infusion, construction split, down payment, etc.)
5. HCD and GRI to identify financial sources (Augusta, Federal Home Loan Bank, Bank, Investors, Donors, etc.)
6. HCD and GRI agree to disburse funds to contractors for projects serviced, according to guidelines utilized for all rehabilitation projects.
7. Other
8. GRI will contribute \$20,000 for Demolition and Related Services (i.e. environmental/A&E, other)
9. GRI will contribute \$130,000 for the New Construction of Affordable ADA Duplex (HCD HUD HOME Funds will also be added to makeup total development costs to construct.)

Augusta, GA is committed to constructing homes with features for disabled persons as well as seniors that live in the city, HCD agrees to:

1. To serve as the lead entity in the development of the ADA accessible duplex homes by providing general oversight and responsibility for the project.
2. Will procure proper construction team to facilitate the plans and construction of duplex.
3. To oversee the construction and completion of project according to HOME rules.
4. Provide updated reports and provide financial invoices for payment to GRI for payment of construction services.
5. Provide additional federal funds for the completion of the project as needed.
6. Disburse funds to contractors with proper submission of valid invoices and inspections.
7. Coordinate placement of tenants with GRI and property management to include persons with disabilities and/or seniors.

Confidentiality

All parties agree that by virtue of entering into this MOU they will have access to certain confidential information regarding the other party's operations and applicant's personal information related to this project. None of the parties bound in this MOU will at any time disclose confidential information and/or material without the consent of the subject party unless such disclosure is authorized by this MOU or required by law or court order. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. Where appropriate, releases will be secured before confidential information is exchanged. Confidential information will be handled with the utmost discretion and judgment. This confidentiality paragraph shall survive the termination of this MOU.

Nondiscrimination

There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the implementation of the housing policies described in this MOU.

Modification

This MOU may not be modified or amended except by written agreement executed by the parties hereto.

Counterparts

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Severability

The parties hereto intend and believe that each provision in this MOU comports with all applicable local, state and federal laws and judicial decisions. However, if any provision in this MOU is found by a court of law to be in violation of any applicable ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision to be illegal, void or unenforceable as written, then such provision shall be given force to the fullest possible extent that the same is legal, valid and enforceable and the remainder of this MOU shall be construed as if such provision was not contained therein.

Construction

The headings of the MOU are for convenience only and shall not define or limit the provisions hereof. Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders. In the event of a conflict between the terms and conditions of any other agreement and the terms and conditions of this MOU, the terms and conditions of this MOU shall prevail.

Legal Review

The parties hereto acknowledge that they have been advised by legal counsel of their choice in connection with the interpretation, negotiation, drafting and effect of this MOU and they are satisfied with such legal counsel and the advice which they have received.

Applicable Law

This MOU shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to conflict of laws principles.

Term

The term of this MOU shall be for 1 year (FY 2024), provided that this MOU is terminable at will in writing, (with a 30 day notice) at any time, for any reason, by AHCD or Georgia Rehabilitation Institute, INC. This MOU will be evaluated at the end of the GRI fiscal year based on success measures and renewable until it is determined needs have been achieved or GRI determines not to renew.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

SEAL

By: _____ Date _____
Garnett L. Johnson
As Its Mayor

Lena Bonner
Clerk of Commission

Takiyah A. Douse
Interim Administrator

Date

Hawthorne Welcher, Jr.
Director, HCD

Date

ATTEST:

Georgia Rehabilitation Institute, INC.
(Grantee)

SEAL:

By: _____
Its: _____

(Plain witness)



Commission Meeting

May 7, 2024

HCD_ R. Taylor HMIS Consulting Addendum Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to enter into an addendum agreement with R. Taylor HMIS Consulting, LLC to continue U.S. Department of Housing and Urban Development (HUD) Homeless Management Information System (HMIS) management assistance to Housing and Community Development Department. (Approved by Administrative Committee April 30, 2024)
Background:	<p>Annually, on behalf of the City of Augusta, the Housing & Community Development Department (CHCD) applies for funds from the US Department of Housing and Urban Development (HUD) through a competitive application process for the Continuum of Care Program. This isn't an entitlement grant, but a competitive grant that is awarded based on the application's merits. These funds are used to support the Homeless Information Management System (HMIS), administrative services, supplies, and technical support for the City of Augusta's partner homeless service agencies. The non-profit agencies and HUD directly administer the partner agency agreements, and they only require the mayor's execution of a Certification of Consistency with the Consolidated Plan to meet HUD's submission requirements.</p> <p>Regulated by HUD, it is mandatory for the Homeless Management Information System (HMIS) to provide accurate and comprehensive data to assist in formulating and implementing effective policies for people experiencing homelessness at the federal, state, and local levels. Every community has an HMIS with the capability to record unique counts of homeless individuals and families. These data are collected from various projects that serve people without housing and is used for conducting needs analyses and prioritizing funding.</p>

To facilitate the proper administration of data within the Georgia Homeless Management Information Systems (HMIS) and to ensure the effective management of programs, services, and data tracking and entry, the City of Augusta, represented by HCD, has entered into an agreement with R. Taylor HMIS Consulting, LLC. This agreement, approved by the Augusta Commission on November 3, 2023, provides technical assistance to HCD and program sub-recipients. Upon completing 50 percent of the required services, HCD may extend the original agreement to continue receiving support in fulfilling requirements for HUD Continuum of Care (CoC) program grants and HMIS reporting.

Analysis:

The approval of this request will enable HCD to continue to strengthen our grant-related process and procedures, specific to the U.S. Department of Housing and Urban Development's (HUDs) Homeless Management Information System.

Financial Impact:

The total amount of this extension is \$25,000 through December 31, 2024.

Alternatives:

Deny HCDs Request.

Recommendation:

Motion to approve Housing and Community Development Department's (HCD's) request to enter into an addendum agreement with R. Taylor HMIS Consulting, LLC to continue U.S. Department of Housing and Urban Development (HUD) Homeless Management Information System (HMIS) management assistance to Housing and Community Development Department.

Funds are available in the following accounts:

Object Code:
 \$24,000 ---221073215- 5211119 – SHP-HMIS Grant Other/Official Admin
 \$1,000 ---221073110-5212119 -HCD General Fund Misc. Professional
 \$25,000

**REVIEWED AND
APPROVED BY:**

Procurement
 Finance
 Law
 Administrator
 Clerk of Commission

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
R TAYLOR CONSULTING LLC.
AND
AUGUSTA, GA
C/O
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT**

April 4, 2024

VIA EMAIL:
rhonda@rtaylorconsultingllc.com

R Taylor Consulting LLC
Rhonda Taylor
2480 Briarcliff Rd NE #319
Atlanta Ga. 30329

RE: Consultant

Dear Ms. Taylor:

This engagement letter between Augusta, Georgia c/o Housing and Community Development (the "Contractor", or "Augusta") and RTaylor Consulting, LLC. (the "Firm," or "Consultant") sets forth the nature and scope of the services we will provide, the Contractor's required involvement and assistance in support of our services, the related fee arrangements and other terms and conditions designed to facilitate the performance of our professional services, and to achieve the mutually agreed-upon objectives of the Contractor.

Summary of Services

The Firm will provide efficient administration for the following services to include but not limited to:

- Administer HMIS database ensuring all information is accurate, e.g.,
 - User Account Administration
 - Project/Program Management Managing User Accounts
- Provide training and technical assistance to Contractor's HMIS staff. To include but not limited to:
 - Project Management
 - Schedule and track all activities to ensure internal and external needs are met, including local and federal reporting deadlines
 - Monitor and measure deliverables and other required activities

- Set goals for continuous improvement
- Capacity building and strategic planning.
- Policy and Procedural Development or Revision of
 - Develop, implement, and enforce HMIS Privacy and Confidentiality policies, procedures, and written standards to ensure alignment with HUD rules and regulations.
 - Develop or revise, as necessary, written consent forms, releases of information, and privacy notices and practices to ensure compliance with all applicable federal, state, and local privacy statutes and regulations.
- CoC and Stakeholder Relationship Management
 - Establish quality improvement practices to ensure compliance with applicable laws and regulations.
 - Engage in strategic planning to ensure HMIS continues to meet and anticipate stakeholder and HUD requirements.
 - Facilitate and participate in CoC meetings, HMIS workgroups and committees, attendance at HMIS conferences and other applicable learning opportunities.
 - Attend HUD monthly webinar trainings.
 - Establish guiding principles for the administration and utilization of HMIS, obtain guidance related to HMIS administration and performance measurement from HUD and the HMIS vendor, and implement change management practices across OHS and HMIS end users.
- System Configuration
 - Business analysis with subject matter experts on HMIS needs
 - Support System Administrator with software configuration
 - Develop ad-hoc reports as needed using required queries and filters
- Provide technical assistance and troubleshooting Contractor's and HMIS users

Terms & Fees

The Firm shall serve for a period of six (7) months unless otherwise extended by written mutual agreement. The rate of pay will be \$100/hr. for up to Ten (30) hours per week, paid bi-weekly. Weekly time and work summary shall be submitted to Augusta are due each Monday by 10:00 AM. Failure to provide weekly time and work summary as per the contract may cause delay or denial of payment. Under no circumstances shall the total payments or liabilities of Augusta, Georgia exceed \$25,000. The Firm agrees that they shall bear all costs, foreseeable or unforeseeable, that exceed \$25,000.00. Late fees or consequential damages arising from payment or nonpayment shall expressly be disallowed.

Augusta shall issue a 1099 tax form to the Firm.

Contract Expiration

The terms of this agreement expire October 31, 2024.

Augusta may terminate this Agreement upon thirty (30) days written notice to the Consultant for any reason whatsoever at its sole discretion. HCD shall, upon invoice, pay for all services rendered to the date of termination as provided for herein.

Augusta shall have the right to terminate this Agreement for a violation of the terms hereof, at any time after thirty (30) days' notice, other such other time period as set forth in such notice, has been given to the Consultant and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.

Termination of the Agreement for Default. Failure of the Consultant, which has not been remedies or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the Consultant pursuant to this term.

To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unilaterally order a temporary stopping of the work or delaying of the work to be performed by Consultant under this Agreement.

General Terms

All notices to Augusta shall be in writing, U.S. Mail postage prepaid, to 535 Telfair Street, Suite 9000, Augusta GA 30901, with copies to 510 Fenwick Street, Augusta GA 30901, and 535 Telfair Street, Building 3000, Augusta GA 30901.

When this Agreement requires any approval or consent by Augusta Housing & Community Development to a Consultant submission, request or report, the approval or consent shall be given by HCD's Authorized Representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by HCD with the applicable law that generally governs its affairs. Unless expressly stated otherwise in this Agreement, and except for requests, reports and submittals made by the Consultant that do not, by their terms or the terms of this Agreement, require a response or action, if HCD does not find a request, report or submittal acceptable, it shall provide written response to Consultant describing its objections and the reasons therefore within thirty (30) days of the HCD's receipt thereof. If no response is received, the request, report or submittal shall be deemed rejected.

Nondiscrimination. During the performance of services under this Agreement, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: 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.

Indemnification. Consultant hereby agrees to hold harmless, indemnify and defend Augusta,

Augusta Housing & Community Development, its members, elected officials, officers and employees, against any claim, action, loss, damage, injury (whether mental or physical, and including death to persons, or damage to property), liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, arising from any act or non-act or the commission or omissions of any act while under the terms of this Agreement. Compliance with laws: The Consultant shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the Consultant and Augusta. Consultant shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

Prompt Pay Act. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized 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 and shall continue to use the federal authorization program

throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of 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. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

Throughout the term of this contract, Consultant will comply with all applicable federal, state, or local laws related to equal employment opportunity and will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. Consultant will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Consultant certifies that it is not, nor will it employ any individuals or subcontractors who are debarred, suspended, or otherwise excluded by the U.S. Department of Housing and Urban Development, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Consultant further certifies 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. Further, Consultant will promptly disclose to Augusta if this certification ceases to be accurate at any point during the contract period. As applicable, Consultant will comply with the requirements of 2 CFR 200.322 related to the procurement of materials under this contract.

Inspection. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of Consultant or any subcontractor of Consultant or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. Consultant agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

Independent Contractor. The Consultant shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Housing & Community Development; and shall retain control over its employees, agents, servants and subcontractors.

Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business and that the Consultant has not received any non-Augusta fee related to this

Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

Assignment and Subcontracting. The Consultant shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the Consultant hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion.

This letter and any exhibits set forth the entire understanding between the Contractor and the Firm regarding additional services described herein, supersedes any previous proposals, correspondence, and understandings, whether written or oral.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us in paper form or by electronic transmission. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures. The terms, fees, and conditions listed herein will expire 60 days from the date of this letter if unsigned, unless Contractor its sole discretion, expressly agrees to waive the provisions of this paragraph. Please maintain a copy of this letter for your files.

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Augusta, Georgia.

(SIGNATURES ON FOLLOWING PAGE)

The parties have set their hands and seals as of the date first written above.

ATTEST: Augusta, GA

By: _____
Takiyah A. Douse
As Interim City Administrator

Date: _____

By: _____
Hawthorne E. Welcher, Jr.
Housing & Community Development Department

Date: _____

Approved as to Form by: _____ Date: _____
Augusta, GA Law Department

SEAL

Lena Bonner
As its Clerk of Commission

ATTEST: RTaylor Consulting, LLC.

By: _____
Rhonda Taylor

Date: _____

Title: _____

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
R TAYLOR CONSULTING LLC.
AND
AUGUSTA, GA
C/O
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT**

November 3, 2023

VIA EMAIL:
rhonda@rtaylorconsultingllc.com

R Taylor Consulting LLC
Rhonda Taylor
2480 Briarcliff Rd NE #319
Atlanta Ga. 30329

RE: Consultant

Dear Ms. Taylor:

This engagement letter between Augusta, Georgia c/o Housing and Community Development (the "Contractor", or "Augusta") and RTaylor Consulting, LLC. (the "Firm," or "Consultant") sets forth the nature and scope of the services we will provide, the Contractor's required involvement and assistance in support of our services, the related fee arrangements and other terms and conditions designed to facilitate the performance of our professional services, and to achieve the mutually agreed-upon objectives of the Contractor.

Summary of Services

The Firm will provide efficient administration for the following services to include but not limited to:

- Administer HMIS database ensuring all information is accurate, e.g.,
 - User Account Administration
 - Project/Program Management Managing User Accounts
- Provide training and technical assistance to Contractor's HMIS staff. To include but not limited to:
 - Project Management
 - Schedule and track all activities to ensure internal and external needs are met, including local and federal reporting deadlines
 - Monitor and measure deliverables and other required activities

- Set goals for continuous improvement
- Capacity building and strategic planning.
- Policy and Procedural Development or Revision of
 - Develop, implement, and enforce HMIS Privacy and Confidentiality policies, procedures, and written standards to ensure alignment with HUD rules and regulations.
 - Develop or revise, as necessary, written consent forms, releases of information, and privacy notices and practices to ensure compliance with all applicable federal, state, and local privacy statutes and regulations.
- CoC and Stakeholder Relationship Management
 - Establish quality improvement practices to ensure compliance with applicable laws and regulations.
 - Engage in strategic planning to ensure HMIS continues to meet and anticipate stakeholder and HUD requirements.
 - Facilitate and participate in CoC meetings, HMIS workgroups and committees, attendance at HMIS conferences and other applicable learning opportunities.
 - Attend HUD monthly webinar trainings.
 - Establish guiding principles for the administration and utilization of HMIS, obtain guidance related to HMIS administration and performance measurement from HUD and the HMIS vendor, and implement change management practices across OHS and HMIS end users.
- System Configuration
 - Business analysis with subject matter experts on HMIS needs
 - Support System Administrator with software configuration
 - Develop ad-hoc reports as needed using required queries and filters
- Provide technical assistance and troubleshooting Contractor's and HMIS users

Terms & Fees

The Firm shall serve for a period of six (6) months unless otherwise extended by written mutual agreement. The rate of pay will be \$100/hr. for up to Ten (10) hours per week, paid bi-weekly. Weekly time and work summary shall be submitted to Augusta are due each Monday by 10:00 AM. Failure to provide weekly time and work summary as per the contract may cause delay or denial of payment. Under no circumstances shall the total payments or liabilities of Augusta, Georgia exceed \$25,000. The Firm agrees that they shall bear all costs, foreseeable or unforeseeable, that exceed \$25,000.00. Late fees or consequential damages arising from payment or nonpayment shall expressly be disallowed.

Augusta shall issue a 1099 tax form to the Firm.

Contract Expiration

The terms of this agreement expire April 30, 2024.

Augusta may terminate this Agreement upon thirty (30) days written notice to the Consultant for any reason whatsoever at its sole discretion. HCD shall, upon invoice, pay for all services rendered to the date of termination as provided for herein.

Augusta shall have the right to terminate this Agreement for a violation of the terms hereof, at any time after thirty (30) days' notice, other such other time period as set forth in such notice, has been given to the Consultant and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.

Termination of the Agreement for Default. Failure of the Consultant, which has not been remedies or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the Consultant pursuant to this term.

To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unilaterally order a temporary stopping of the work or delaying of the work to be performed by Consultant under this Agreement.

General Terms

All notices to Augusta shall be in writing, U.S. Mail postage prepaid, to 535 Telfair Street, Suite 9000, Augusta GA 30901, with copies to 510 Fenwick Street, Augusta GA 30901, and 535 Telfair Street, Building 3000, Augusta GA 30901.

When this Agreement requires any approval or consent by Augusta Housing & Community Development to a Consultant submission, request or report, the approval or consent shall be given by HCD's Authorized Representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by HCD with the applicable law that generally governs its affairs. Unless expressly stated otherwise in this Agreement, and except for requests, reports and submittals made by the Consultant that do not, by their terms or the terms of this Agreement, require a response or action, if HCD does not find a request, report or submittal acceptable, it shall provide written response to Consultant describing its objections and the reasons therefore within thirty (30) days of the HCD's receipt thereof. If no response is received, the request, report or submittal shall be deemed rejected.

Nondiscrimination. During the performance of services under this Agreement, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: 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.

Indemnification. Consultant hereby agrees to hold harmless, indemnify and defend Augusta,

Augusta Housing & Community Development, its members, elected officials, officers and employees, against any claim, action, loss, damage, injury (whether mental or physical, and including death to persons, or damage to property), liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, arising from any act or non-act or the commission or omissions of any act while under the terms of this Agreement. Compliance with laws: The Consultant shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the Consultant and Augusta. Consultant shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

Prompt Pay Act. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized 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 and shall continue to use the federal authorization program

throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of 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. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

Throughout the term of this contract, Consultant will comply with all applicable federal, state, or local laws related to equal employment opportunity and will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. Consultant will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Consultant certifies that it is not, nor will it employ any individuals or subcontractors who are debarred, suspended, or otherwise excluded by the U.S. Department of Housing and Urban Development, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Consultant further certifies 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. Further, Consultant will promptly disclose to Augusta if this certification ceases to be accurate at any point during the contract period. As applicable, Consultant will comply with the requirements of 2 CFR 200.322 related to the procurement of materials under this contract.

Inspection. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of Consultant or any subcontractor of Consultant or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. Consultant agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

Independent Contractor. The Consultant shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Housing & Community Development; and shall retain control over its employees, agents, servants and subcontractors.

Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business and that the Consultant has not received any non-Augusta fee related to this

Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

Assignment and Subcontracting. The Consultant shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the Consultant hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion.

This letter and any exhibits set forth the entire understanding between the Contractor and the Firm regarding additional services described herein, supersedes any previous proposals, correspondence, and understandings, whether written or oral.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us in paper form or by electronic transmission. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures. The terms, fees, and conditions listed herein will expire 60 days from the date of this letter if unsigned, unless Contractor its sole discretion, expressly agrees to waive the provisions of this paragraph. Please maintain a copy of this letter for your files.

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Augusta, Georgia.

(SIGNATURES ON FOLLOWING PAGE)

The parties have set their hands and seals as of the date first written above.

ATTEST: Augusta, GA

By: _____
Takiyah A. Douse
As Interim City Administrator

Date: _____

By: _____
Hawthorne E. Welcher, Jr.
Housing & Community Development Department

Date: _____

Approved as to Form by: _____ Date: _____
Augusta, GA Law Department

SEAL

Lena Bonner
As its Clerk of Commission

ATTEST: RTaylor Consulting, LLC.

By: R. Taylor
Rhonda Taylor

Date: November 15, 2023

Title: President, Owner



Commission Meeting

May 7, 2024

HCD_ Watson Pointe Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to **approve** HCD's request to loan HOME – American Rescue Plan, in the amount of One Million Dollars (\$1,000,000.00), for construction of Watson Pointe partnership with Woda Cooper Development and Parallel Housing, Inc. for the sole purpose of a GA Department of Community Affairs (DCAs) Low Income Housing Tax Credit Project only. **(Approved by Public Services Committee April 30, 2024)**

Background: **Project Overview Information**

- This development would be a mixed used (housing + commercial) affordable apartment development.
- This development would not be a public housing project.
- This development's total development costs (TDC) is \$16.0M.
- HCDs potential commitment (contingent upon DCA application approval) would be a loan in form of a grant for **\$1,000,000 (HOME – American Rescue Plan) @ 1%, 20 years (w/ 30 year amort.).**
- HCDs commitment would be 3% of Total Development Costs
- If tax credits are awarded, construction would start approximately Quarter1 2025 with an Quarter2 2026 Placed in Service Date.
- HOME ARP funds would not be needed until 2025 and spread out evenly over 2025 and 2026 respectively.
- HOME ARP funds would be used for all construction hard costs related to the 52-unit development.
- Property Location:(tax map/parcel #'s: 036-3-003-00-0; 036-2-041-00-0, 1.33 acres).
-

- Woda Cooper Development, Inc. and Parallel Housing Inc. are proposing to develop 1427 & 1437 Broad St. with 52 units for Elderly (62+) (general occupancy) in Augusta, Richmond County, Georgia.
- The development is being named Watson Pointe. Watson Pointe is ideal for this senior development as it is close to proximity to downtown and within a quarter of a mile of a bus stop that services 4 bus routes. That stop is located on the corner of Broad St and Fourteenth St. Watson Pointe will provide 63 off-street parking spaces in total (1.2 parking spaces per unit). Also, the site is a 3-minute, 0.7-mile drive to and from the Piedmont Augusta Hospital.
- Woda Cooper Development, Inc., a top ranked national affordable housing developer from Columbus, Ohio, with its development office for the Southeast in Savannah, Georgia and Parallel Housing Inc., a non-profit sustainable affordable housing developer from Athens, Georgia, have successfully partnered together in several developments in Georgia.
- Watson Pointe will be a new construction 4-story building with an elevator. The unit split will be 34 one-bedroom units, and 18 two-bedroom units; with a total of 52 units, with 16 units having rental assistance vouchers provided by the Augusta Housing Authority. 16 units will be reserved for the residents earning up to 30% of the Area Median Income (AMI), 12 units for residents earning up to 60% AMI, and 24 units up to 80% AMI.
- The development will have 2,862 square feet of commercial space that will be divided into 3 units. \
- The commercial space will be located at the corner of Broad St and St. Sebastian Way.
- Watson Pointe will have a covered picnic area with grills, a community room, art & crafts center, and an equipped computer room.
- The residential units will offer quality amenities such as high efficiency HVAC, range, refrigerator, dishwasher, microwave oven, washer/dryer hookups, LVT flooring, window blinds, and ceiling fans.
- The site location is perfect for such development and the recent market study disclosed a strong demand for affordable housing in Augusta. The development is within the boundaries of the Downtown Redevelopment Plan and within a QCT.
- The Watson Pointe Site has a full range of amenities nearby, along the vibrant Broad Street corridor. Close to Augusta's historical downtown, including restaurants, churches, medical facilities, and other retail stores all within a mile from this location.
- The development team is experienced in building sustainable developments and all their developments in Georgia have obtained LEED for Homes Gold or Platinum certifications. This development will comply with the LEED for Homes program.
- The property would have recorded covenants restricting the use of this property for affordable housing (LIHTC development) for 30 years.

Developer Information**Woda Cooper Companies, Inc.:**

- Formed in 1990
- Privately owned by Jeff Woda and David Cooper
- Headquarters: Columbus, Ohio. Regional office in Savannah Office (Denis Blackburne, Senior VP)
- Develop multifamily housing in 15 states
- Developed 350+ properties
- Focus on affordable/workforce housing
- Industry leader, consistently among top 15 developers nationally, currently ranked 10th
- Manage over 13,500 units
- Long-term owners (only ever sold one property)

Parallel Housing, Inc.

- Non-profit 501 (c) 3 organization based out of Athens, Georgia
- 19 years' experience in the Georgia affordable housing market
 - Gregg Bayard, Executive Director
- Mission is to provide energy efficient, sustainable affordable housing to communities in need.
- First LEED Certified affordable housing development in the southeast (Sustainable Fellwood in Savannah)
- Also partnered with Woda Cooper in developments in Kentucky, and currently working on possibilities in South Carolina and Iowa

Year Credits Awarded by DCA	Development Name	Location	Construction Type	Tenant Base	Number of Units
2016	Adair Court	Atlanta	New Constr.	Senior	91
2015	Mallalieu Pointe	East Point	New Constr.	Multifamily	67
2014	Silver Lakes	Madison	New Constr.	Senior	44
2003	Stanton Oaks	Atlanta	Rehab	Multifamily	43
2010	Harmony Greene	Pooler	New Constr.	Multifamily	50
2003	Montgomery Landing	Savannah	New Constr.	Multifamily	110
2007	Sustainable Fellwood I	Savannah	New Constr.	Multifamily	140
2009	Sustainable Fellwood III	Savannah	New Constr.	Senior	100
2009	Sustainable Fellwood II	Savannah	New Constr.	Multifamily	110

Together Woda Cooper and Parallel Housing have developed the following properties in Georgia,

2 other properties are currently under construction: Canaan Crossing in Madison (60 townhome units) and Stanton Park in Atlanta (56 Multifamily units)

Analysis:	Motion to approve HCD's request to develop Senior affordable housing units and commercial space (for small business access) on Broad Street, located at 1427 & 1437 Broad Street.
Financial Impact:	HCD is committed to providing The Watson Pointe development loan funding in the amount of One Million Dollars and 00/100 Dollars (\$1,000,000.00) via our HOME – American Rescue Plan Partnerships Program (50% in 2024 & 50% in 2025). Additionally, please be advised that, 100% of this funding is being committed to Watson Pointe, as a loan for 20 years at one percent (1%) interest per annum (loan will be amortized over the 30 years) and will take second position to bank debt. This commitment is contingent upon DCA's application approval.
Alternatives:	Deny HCDs Approval Request
Recommendation:	Motion to approve HCDs request to loan HOME- ARP Funds, in the amount of \$1,000,000.00, for construction of Watson Pointe in partnership with Woda Cooper Development, Inc. and Parallel Housing, Inc. for the sole purpose of a GA Department of Community Affairs (DCAs) Low Income Housing Tax Credit Project only.
Funds are available in the following accounts:	Home- ARP Funds: GL Code: 221073228-5211120
<u>REVIEWED</u>	Procurement
<u>AND</u>	Finance
<u>APPROVED</u>	Law
<u>BY:</u>	Administrator
	Clerk of Commission



Hawthorne E. Welcher, Jr.
Director

Shauntia Lewis
Deputy Director

April 4, 2024

Woda Cooper Companies
Attention: Mr. Denis Blackburne
50 Meeting Street, Ste D
Savannah, Georgia 31411

RE: HOME -American Rescue Plan - Watson Pointe

Dear. Mr. Blackburne

Pursuant to several discussions over the past month, the Augusta Housing and Community Development Department acknowledges your request for financial support for your proposed low- income housing tax credit development, known as Watson Pointe. The project will consist of fifty-two (52) units for the elderly to be located at 1427 and 1437 Broad Streer Augusta GA.

Further, we acknowledge that the Woda Cooper Developer, Inc, a top ranked national affordable housing developer from Columbus, Ohio, with its development office for the Southeast in Savannah, Georgia and Parallel Housing Inc., a non-profit sustainable affordable housing developer from Athens, Georgia, have successfully partnered together in several developments in Georgia. It is also our understanding that the dynamics of this project includes the construction of one building; comprised of 4 – stories with an elevator. The unit split will be 1- 2- bedroom units for low-income households.

Therefore, the Augusta Housing and Community Development Department (HCD) is committed to providing the Watson Pointe project loan funding in the amount of One Million and 00/100 Dollars (\$1,000,000) via our HOME – American Rescue Plan (funds will be available during construction period). Additionally, please be advised that 100% of this funding is being committed to Woda Cooper Companies/WC Watson Pointe Limited Partnership as a loan for 20 years at one percent (1%) interest per annum (loan will be amortized over 30 years) and will retain a mortgage lien in 2nd position.

This Committed funding is contingent upon completion of all necessary documentation to the satisfaction of the city of Augusta, Normal and customary underwriting of the project, the project sponsors, compliance with all Federal and City Regulations and policies and most importantly, an approved low-income housing tax credit application via the Georgia Department of Community Affairs (DCA).

Housing and Community Development
510 Fenwick Street - Augusta, GA 30901
(706) 821-1797 – Fax (706) 821-1784
www.augustaga.gov





Hawthorne E. Welcher, Jr.
Director

Shauntia Lewis
Deputy Director

Watson Pointe
Commitment Letter
April 4, 2024
Page 2

HCD sincerely appreciates your team's efforts and commitment to such a key development as apart of Augusta, Georgia community.

Thanks for your time and if you have any additional questions or concerns, please don't hesitate to give me a call (706) 821-1797.

Sincerely,









Commission Meeting

May 7, 2024

2024 – 2024 Ford T350 Vans

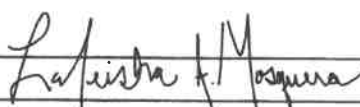

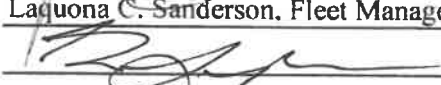
Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve utilizing the state contract (#SWC 99999-SPD-ES40199373-009S) for the purchase of four Ford T350s, at a total cost of \$245,448 from Wade Ford. (Approved by Public Services Committee April 30, 2024)
Background:	<p>Recreation Department is requesting to purchase one Ford T350 Passenger Van, to reallocate asset #208235, a 2008 Dodge Caravan to another department.</p> <p>The Richmond County Sheriff's Office Criminal Investigation Division is requesting to purchase one Ford T350 Cargo van, to replace asset #206091, a 2006 Ford F250.</p> <p>The Richmond County Sheriff's Office Transportation Division is requesting to purchase two Ford T350 passenger vans. Asset #216005, a 2016 Ford Transit 350 that was totaled in a vehicle accident in November 2022 and asset #994146, a 1999 Ford E350.</p> <p>The state contract holder, Wade Ford, informed Fleet Management that the Ford manufacture pricing for 2024 Ford T350s were open and orders needed to be submitted as soon as possible to ensure we meet the state pricing deadline. The vendor requested a LOI to potentially hold the orders until the Augusta Commission has approved the purchase. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the purchase of the vehicle.</p>
Analysis:	The Procurement Department issued a LOI (Letter of Intent) to secure the purchase of four Ford T350s at a price of \$245,488:
Financial Impact:	<p>SPLOST VIII- Public Safety Vehicles (330-03-1310/222-03-9002/54-22110) - \$190,001</p> <ul style="list-style-type: none"> • RCSO – CID - \$62,725 • RCSO – Jail – \$64,513 • RCSO – Jail - \$62,763 <p>Fleet Capital (Recreation) - (272-01-6440/54-22210) - \$55,447</p>
Alternatives	(1) Approve (2) Do not approve

Recommendation: Motion to approve utilizing the state contract (#SWC 99999-SPD-ES40199373-009S) for the purchase of four Ford T350s, at a total cost of \$245,448 from Wade Ford.

Funds are available in the following accounts:

REVIEWED AND N/A
APPROVED BY:

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information		
Department Name: <u>RCSO-Jail-Transportation</u>	Date: <u>20-Mar-24</u>	
Org Key: <u>273-03-2511</u>		
Vehicle Description: <u>99 Ford E350</u>	Asset Number: <u>994146</u>	
Assigned Use:	Vehicle was used as a prison transport van to transport inmates to and from facilities.	
Signature of Director/Elected Official:  Name of Director/Elected Official: <u>LaTeisha A Mosquera</u>		
Purchase Date: <u>8/25/1999</u> Purchase Price: <u>\$23,246.50</u> Current Mileage: <u>169,620</u>		
Current Hours: <u>N/A</u>		
Replacement Criteria Scoring		
	Score	Details
Miles/Hours	17	
Type of Service	3	
M&R Cost	4	82% - \$18,990.08
Reliability	4	Does not start often
Condition	4	1 previous accident, age, wear and tear
Total Score	32	
Fleet Manager Recommendation: The mileage is 169,620 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The department has determined that the vehicle cannot be used for any other RCSO division and will need to be sold on auction.		
Planned Replacement Year: <u>2024</u> Funding Source: <u>SPLOST VIII</u>		
Fleet Manager Approval:  Name of Fleet Manager: <u>Laquona C. Sanderson, Fleet Manager</u>		
Central Services Director Approval:  Name of Director: <u>Ron Lampkin, Interim Central Services Director</u>		

FIXED ASSET TRANSACTION DOCUMENT

DEPT SUBMITTING INFO: RISK MANAGEMENT

☒ DELETION

ASSET NUMBER 216005

DEPARTMENT SHERIFF

DESCRIPTION 2016 FORD TRANSIT 350

SERIAL NUMBER 1FB2X2ZGJGKB08422

ACQ. NUMBER N/A

FUND SOURCE 5522274

COMMENTS: VEHICLE TOTALED DUE TO ACCIDENT

CONDITION ☒ VEHICLE TOTALED

Equipment Table _____

FASTER _____

Fuelman _____

File _____

COPIES

Finance - Fixed Assets: EDIE

Dept Director: _____

Fleet Manager: LAQUONA SANDERSON

Accident file: CRYSTAL

Date/Time: 4/9/2024 11:41



Mrs. Geri Sams, Director

LETTER OF INTENT TO PURCHASE VEHICLES FROM WADE FORD, INC.

This letter of intent dated, **March 7, 2024**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **four (4) 2024 Ford T350 Transit Vans** for the below listed Departments, utilizing:

Statewide Contract Number: 99999-SPD-ES40199373-009S

Vehicle: 2024 Ford T350 Transit Van

Contract: Effective Date: August 12, 2015 – Expiration Date: November 30, 2024

The specific specifications and pricing information for this purchase is attached.

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Wade Ford Inc.: Fleet & Government Sales (Attn: Roger Moore)
3860 S Cobb Dr., Smyrna, GA 30080
3. **Vehicles Total Purchase Price:** \$245,448.00
4. **Source:** Georgia Statewide Contract Number: **99999-SPD-ES40199373-009S**

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
One (1)	Parks & Recreation	Operations	\$55,447.00
One (1)	Sheriff's Office	CID	\$62,725.00
Two (2)	Sheriff's Office	Jail	\$127,276.00

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Respectfully submitted,


Geri A. Sams

Director of Procurement

Attachments: Vehicle Purchase Price /Specifications/Quotes





Central Services Department

Ron Lampkin, Interim Director
LaQuona Sanderson, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

TO: Geri Sams, Director, Procurement Director
FROM: Ron Lampkin, Interim Director, Central Services Director
DATE: February 8, 2024
SUBJECT: Request to Utilize State Contract #SWC 99999-SPD-ES40199373-009S
– 2024 Ford Transit vans

Central Services-Fleet Management request to utilize state contract #SWC 99999-SPD-ES4019373-009S (2024 Ford Transits vans) and a "Letter of Intent" (LOI) to purchase three Ford Transits for the Richmond County Sheriffs Office and one Ford Transit for the Recreation Department.

The state contract holder, Wade Ford, informed Fleet Management that the Ford manufacture pricing for 2024 Ford Transit vans would open in early 2024 and to place orders as soon as possible to ensure we meet the state pricing deadline. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the purchases. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchases.

Augusta Richmond County Sheriffs Office is requesting three Ford T350s utilizing SPLOST 8 Public Safety vehicles allocation. The Recreation Department is requesting one Ford T350 utilizing fleet capital. Central Services-Fleet Management has consulted with the offices and departments to ensure the vehicle specifications meet their operation needs.

Please approve the use of the state contract and LOI in total amount of \$245,448 to Wade Ford. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb



GA Statewide Contract 99999-SPD-ES40199373-009S

S7/S8 T-150/250/350 CARGO LOW/MID/HIGH ROOF VAN

Item 14.

E1Y, 148" WB, 3.5L std V6, 8600 lb GVWR, Vinyl Seats, Front AC, Power Group, Back-up Camera, AM/FM, Sliding Side Door

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080

Roger Moore Phone (678) 460-3881 email: rmoore@wade.com

Order	Code	Chassis	Price	Total	Order	Code	Body / Equipment	Price	Total
	99G	3.5L V6 EcoBoost Engine	1,892.00	0.00	1	86F	2 Extra Laser Cut Keys	75.00	75.00
	99K	Full Battery Powertrain (350 only)	12,350.00	0.00		AKR	Additional Keys w Remotes	325.00	0.00
	2	All Wheel Drive	4,695.00	0.00		52C	Remote Keyless Keypad	129.00	0.00
	R1Y	T250 9000# GVWR	1,174.00	0.00		64H	Full Wheel Covers	34.00	0.00
1	W1Y	T350 9500# GVWR	2,578.00	2,578.00		64G	Styled Aluminum Wheels	667.00	0.00
	*1C	Medium Roof 150/250/350	3,474.00	0.00		86N	HD Front Tray Floor Mats	175.00	0.00
1	**X	High Roof 250/350	3,578.00	3,578.00	1	16E	Vinyl Rear Floor Covering	232.00	232.00
	*3X	Extended Length 250/350	1,220.00	0.00		60B	HD Cargo Flooring	707.00	0.00
	F4*	Dual Rear Tire 9950 GVWR	615.00	0.00		SBL	Spray in Bed Liner ilo Vinyl Floor	995.00	0.00
	U8*	Dual Rear Tire 11000 GVWR	2,335.00	0.00		68H	Running Board, side door only	310.00	0.00
	130	130 Wheelbase (LR/MR only)	(1,163.00)	0.00		68L	Power Run Bd, side door only (60C)	891.00	0.00
	41H	Engine Block Heater	72.00	0.00	1	68J	HD Running Boards (Both sides)	655.00	655.00
	21R	Cloth Power Seats	948.00	0.00		655	Extended Range Fuel Tank	285.00	0.00
	21P	Gray Vinyl Seating w Armrest	52.00	0.00		53B	Trailer Tow/w Wiring	485.00	0.00
	21M	Ebony Cloth Seats	110.00	0.00		67D	Trailer Brake Controller (60C)	405.00	0.00
1	66D	Overhead Shelf	75.00	75.00		41C	Lane Keeping Alert (60C)	356.00	0.00
	63E	Dual HD Batteries	283.00	0.00		67C	Upfitter Switches(4)	82.00	0.00
	90D	110v Inverter 400 Watt (63E)	475.00	0.00		68B	Remote Start	495.00	0.00
	63C	HD Dual 250 amp Alternators	1,025.00	0.00		96C	Interior Upgrade	1,435.00	0.00
	X*L	Limited Slip Rear Axle	311.00	0.00		18D	Exterior Upgrade	460.00	0.00
	87E	Aux Fuse Panel	385.00	0.00		58V	AM/FM/SYNC 3 w/ 4" Screen	298.00	0.00
	545	Power Heated Mirrors	160.00	0.00		58B	AM/FM/SYNC 3 w/ 12" Screen	945.00	0.00
	544	Trailer Tow Power Heated Mirrors	220.00	0.00		584	AM/FM/SYNC 3/Navigation	1,872.00	0.00
	65A	BLIS w/ Trailer Coverage (544)	571.00	0.00		59D	Perimeter Alarm	148.00	0.00
	43B	Back Up Alarm	145.00	0.00		52*	Speed Limiting (65,70,75 mph)	76.00	0.00
1	43R	Reverse Sensing	284.00	284.00		61D	Front/Rear Camera (58B)	1,087.00	0.00
	94A	Side Sensing	480.00	0.00		55A	Upfitter Interface Module	255.00	0.00
	94B	Enhanced Park Assist	895.00	0.00		60D	Adaptive Cruise Control	625.00	0.00
	17A	Rear Door Glass	250.00	0.00		61E	High Resolution camera	275.00	0.00
	17B	Passenger Side Door Glass	425.00	0.00					0.00
	17F	Windows All Around	625.00	0.00			Bulkhead w/ door	1,295.00	0.00
	57N	Rear Window Defogger	166.00	0.00			Goal Post Ladder Rack (LR)	672.00	0.00
	92E	Privacy Tinted Glass	646.00	0.00			1 Clamp Ladder Rack (LR)	895.00	0.00
	57G	High Cap Front/Rear Air/Heat	860.00	0.00			2 Clamp Ladder Rack (LR)	997.00	0.00
	91B	Auto Headlights	34.00	0.00			1 Let Down Ladder Rack (LR)	1,486.00	0.00
	55D	Fog Lamps	100.00	0.00			1 Let Down for (MR / HR)	2,205.00	0.00
1	942	Day Time Running Lights	43.00	43.00			Dual Let Down add (all)	986.00	0.00
1	60C	Cruise Control	incl	0.00			Base Shelving Pkg (LR)	2,586.00	0.00
				0.00	1		Base Shelving Pkg (MR/HR)	3,254.00	3,254.00
				0.00			General Service Pkg (LR)	3,356.00	0.00
				0.00			General Service Pkg (MR/HR)	4,895.00	0.00
				0.00			Tag and Title	85.00	0.00

PAINT COLORS

	BY	School Bus Yellow
	PQ	Race Red
	YZ	Oxford White
	UM	Agate Black Metallic \$200
	FK	Diffused Silver Metallic \$200
	J7	Magnetic Metallic \$200
	AW	Kapoor Red Metallic \$200
	N1	Blue Jeans Metallic \$200
1	UX	Ingot Silver Metallic \$200
	W6	Green Gem Metallic \$200

Delivery Region

1 - 120.00		
2 - 120.00		
3 - 150.00	1	150
4 - 110.00		
5 - 120.00		
6 - 120.00		
7 - 145.00		
8 - 170.00		
9 - 170.00		
10 - 220.00		
11 - 200.00		
12 - 280.00		

Base Vehicle	47,418.00
Total Chassis options	6,558.00
Total Body options	4,216.00
Delivery Charge	150.00
Metallic Paint	200.00
Total Each	58,542.00
# Units for order	
Total for Order / PO	58,542.00

Agency
Agency Contact
Phone
Address

472

CID upth+ (1)

Item 14.

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

QUOTE

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
1/11/2024	7812

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
		2023 FORD TRANSIT VAN - HIGH TOP- E350 CRIME SCENE		
1	FEN-C-4010	FENIEX C-4010 4200 MINI CONTROLLER	129.00	129.00
2	SOU-PMP2WSDDDB	SOUND OFF PMP2WSDDDB DUAL WINDOW SHROUD KIT FOR 4" LIGHT W/ STUD MOUNT	25.00	50.00
4	SOU-EMPS2STS3B	SOUND OFF EMPS2STS3B MPOWER 4" STUD MOUNT-SINGLE COLOR BLUE (FRONT WINDSHIELD)	125.00	500.00
2	SOU-EMPS2STS4E	SOUND OFF EMPS2STS4E MPOWER 4" STUD MNT 12 LED DUAL COLOR -BLUE/WHITE (GRILL OR BUMPER AREA)	130.00	260.00
2	COD-MICROPAK-D...	CODE3 MICROPAK-DC-BW DIRECTIONAL LED HIDE A BLAST MULTI COLOR BLUE/WHITE (SIDE FRONT FENDER)	85.00	170.00
2	SOU-EMPS2STS3B	SOUND OFF EMPS2STS3B MPOWER 4" STUD MOUNT-SINGLE COLOR BLUE (TOP REAR)	125.00	250.00
2	SOU-PMP2WDG05B	SOUND OFF PMP2WDG05B 5 DEGREE WEDGE FOR USE WITH 4" MPOWER QUICK MOUNT LIGHT	15.00	30.00
2	FEN-Q-2222	FENIEX Q-2222 QUAD CANNON 24 LED (TAILLIGHT)	75.00	150.00
1	FEN-C-4014	FENIEX C-4014 STORM PRO 100W SIREN	180.00	180.00
1	FEN-S-2009	FENIEX S-2009 TRITON 100W SPEAKER	135.00	135.00
1	ABL-140553	ABLE2 14.0553 TRIPLE OUTLET	39.00	39.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	TINT	WINDOW TINT- 35% - TWO FRONT ROLLDOWNS AND A 6" STRIP	200.00	200.00
1	Misc	SHOP SUPPLY (WIRE, LOOM, FUSES, ETC)	125.00	125.00
1	LABOR	LABOR TO INSTALL ABOVE	1,900.00	1,900.00

This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days.

Sales Tax (8.0%)

\$0.00

Total

\$4,183.00



GA Statewide Contract 99999-SPD-ES40199373-009S
S10/S12/S13 T-350 12 PASSENGER VAN LOW/MID/HIGH ROOF / EL

Item 14.

X2Y, 148" WB, 3.5L std V6, Vinyl Seats, Front AC, Power Group, Back-up Camera, AM/FM, Sliding Side Door

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080

Roger Moore Phone (678) 460-3881 FAX (770) 433-2412 email: rogermoore@wade.com

Order	Code	Chassis	Price	Total	Order	Code	Body / Equipment	Price	Total
	99G	3.5L V6 EcoBoost Engine	1,892.00	0.00	1	68H	Running Board, side door only	310.00	310.00
	9	All Wheel Drive (SRW)	4,695.00	0.00		68L	Power Run Bd, side door only (60C)	891.00	0.00
	96K	2 Passenger Seating (std) (ADA)	0.00	0.00		68J	HD Running Boards (Both sides)	655.00	0.00
NA	96S	14 Passenger Seating	0.00	0.00		655	Extended Range Fuel Tank	285.00	0.00
1	96P	15 Passenger Seating	1,495.00	1,495.00		53B	Trailer Tow/w Wiring	485.00	0.00
NA	96W	10 Passenger Seating (U4X)	0.00	0.00		67D	Trailer Brake Controller (60C)	405.00	0.00
NA	96T	14 Passenger Seating (U4X)	0.00	0.00		41C	Lane Keeping Alert (std)	0.00	0.00
NA	96*	15 Passenger Seating (U4X)	0.00	0.00		67C	Upfitter Switches(4)	82.00	0.00
	X2C	Mid Roof	1,186.00	0.00		68B	Remote Start	495.00	0.00
	X2X	High Roof	2,704.00	0.00		58V	AM/FM/SYNC 3 w/ 4" Screen	298.00	0.00
	U4X	High Roof Ext Length (15 Pass)	4,617.00	0.00		58B	AM/FM/SYNC 4 w/ 12" Screen	945.00	0.00
	U5X	All Wheel Drive (HR-EL DRW)	7,140.00	0.00		58E	AM/FM/SYNC 4/Navigation	1,780.00	0.00
	59A	Swing out Side Door (LR only)	152.00	0.00		58F	58E + Adapt Cruise Control	2,050.00	0.00
	21P	Gray Vinyl Seating w Armrest	52.00	0.00	NA	59D	Perimeter Alarm	0.00	0.00
	21M	Ebony Cloth Seats	110.00	0.00		52*	Speed Limiting (65,70,75 mph)	76.00	0.00
NA	21R	Cloth Power Seats	0.00	0.00		61D	Front/Rear Camera (58B)	1,087.00	0.00
	41H	Engine Block Heater	72.00	0.00		55A	Upfitter Interface Module	255.00	0.00
	63E	Dual HD Batteries	265.00	0.00		60D	Adaptive Cruise Control	625.00	0.00
NA	90D	110v Inverter 400 Watt	0.00	0.00		61E	High Resolution camera	275.00	0.00
	63C	HD Dual 250 amp Alternators	1,025.00	0.00	NA	65C	Power sliding side door	0.00	0.00
	X*L	Limited Slip Rear Axle	325.00	0.00					0.00
	545	Power Heated Mirrors	160.00	0.00					0.00
	544	Trailer Tow Power Heated Mirrors	220.00	0.00					0.00
	65A	BLIS (Blind Spot Warning)	795.00	0.00					0.00
	43B	Back Up Alarm	150.00	0.00					0.00
1	43R	Reverse Sensing	284.00	284.00					0.00
	94A	Side Sensing	480.00	0.00					0.00
	94B	Enhanced Park Assist	895.00	0.00					0.00
	57N	Rear Window Defogger	166.00	0.00					0.00
	92E	Privacy Tinted Glass	500.00	0.00					0.00
	57G	High Cap Front/Rear Air/Heat	860.00	0.00					0.00
	91B	Auto Headlights	30.00	0.00					0.00
	55D	Fog Lamps	100.00	0.00			NA = not available on 2024		0.00
1	942	Day Time Running Lights	43.00	43.00			model year vans		0.00
1	60C	Cruise Control (std)	0.00	0.00					0.00
1	86F	2 Extra Laser Cut Keys	75.00	75.00			ADA Mobility Upfit		0.00
	AKR	Additional Keys w Remotes	325.00	0.00			see attached specs		0.00
	52C	Remote Keyless Keypad	129.00	0.00					0.00
	64H	Full Wheel Covers	34.00	0.00					0.00
	647	Styled Aluminum Wheels	395.00	0.00					0.00
	86W	HD Front Tray Floor Mats	120.00	0.00					0.00
							Tag and Title	85.00	0.00

PAINT COLORS		
	BY	School Bus Yellow
	PQ	Race Red
1	YZ	Oxford White
	UM	Agate Black Metallic \$200
	FK	Diffused Silver Metallic \$200
	J7	Magnetic Metallic \$200
	AW	Kapoor Red Metallic \$200
	FT	Blue Metallic \$200
	UX	Ingot Silver Metallic \$200
	W6	Green Gem Metallic \$200

Delivery Region		
1 - 120.00		
2 - 120.00		
3 - 150.00		
4 - 110.00		
5 - 120.00		
6 - 120.00		
7 - 145.00		
8 - 170.00		
9 - 170.00		
10 - 220.00		
11 - 200.00		
12 - 280.00		

Base Vehicle	52,585.00
Total Chassis options	1,897.00
Total Body options	310.00
Delivery Charge	150.00
Metallic Paint	
Total Each	54,942.00
# Units for order	1
Total for Order / PO	54,942.00

Agency	Augusta University
Agency Contact	Betty Eason
Phone	706.644.474
Address	2500 Walton Augusta, GA 30904

Jail upfit

Item 14.

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

QUOTE

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
1/15/2024	7819

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
1	SOU-ENFLB54S-BL...	2024 FORD TRANSIT T350 VAN (148 WHEEL BASE, LOW ROOF, SWING OUT DOORS) PRISONER TRANSPORT BLUE LIGHTS AUGUSTA-RICHMOND CNTY SOUND OFF ENFLB54S-BLUE 54" NFORCE LIGHTBAR-SINGLE COLOR BLUE W/ TWO REAR AMBER, TAKEDOWN & ALLEY	1,750.00	1,750.00
1	FEN-C-4010	FENIEX C-4010 4200 MINI CONTROLLER	129.00	129.00
4	SOU-EMPS2QMS4E	SOUND OFF EMPS2QMS4E MPOWER 4" QUICK MOUNT DUAL COLOR BLUE/WHITE (2-FRONT, 2-REAR)	130.00	520.00
1	FEN-C-4014	FENIEX C-4014 STORM PRO 100W SIREN	179.00	179.00
1	FEN-S-2009	FENIEX S-2009 TRITON 100W SPEAKER	135.00	135.00
1	BYR-BA0972	BUYERS BA0972 97 DECIBEL SELF GROUNDING BACK UP ALARM	45.00	45.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	ABL-140553	TRIPLE OUTLET	39.00	39.00
1	HAV-WGI-F20	HAVIS SHIELDS WINDOW GUARD KIT FOR 12 PASSENGER OR 15 PASSENGER WITH SWING OUT DOORS	1,750.00	1,750.00
1	SET-10VS-UNC	SETINA 10VS-UNC SUV/VAN CAGE , INCLUDES FULL LOWER EXTENSION PANEL	1,000.00	1,000.00
1	Misc	SHOP SUPPLY (WIRE,LOOM,FUSES,ETC)	150.00	150.00
1	LABOR	LABOR TO INSTALL ABOVE	3,500.00	3,500.00

This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days.

Sales Tax (8.0%)

\$0.00

Total

\$9,262.00

Call anytime

Item 14.

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

QUOTE

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
1/15/2024	7821

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
1	SOU-ENFLB54S-BL...	2024 FORD TRANSIT T350 VAN (148 WHEEL BASE, LOW ROOF, SWING OUT DOORS) PRISONER TRANSPORT BLUE LIGHTS AUGUSTA-RICHMOND CNTY SOUND OFF ENFLB54S-BLUE 54" NFORCE LIGHTBAR-SINGLE COLOR BLUE W/ TWO REAR AMBER, TAKEDOWN & ALLEY	1,750.00	1,750.00
1	FEN-C-4010	FENIEX C-4010 4200 MINI CONTROLLER	129.00	129.00
4	SOU-EMPS2QMS4E	SOUND OFF EMPS2QMS4E MPOWER 4" QUICK MOUNT DUAL COLOR BLUE/WHITE (2-FRONT, 2-REAR)	130.00	520.00
1	FEN-C-4014	FENIEX C-4014 STORM PRO 100W SIREN	179.00	179.00
1	FEN-S-2009	FENIEX S-2009 TRITON 100W SPEAKER	135.00	135.00
1	BYR-BA0972	BUYERS BA0972 97 DECIBEL SELF GROUNDING BACK UP ALARM	45.00	45.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	ABL-140553	TRIPLE OUTLET	39.00	39.00
1	SET-10VS-UNC	SETINA 10VS-UNC SUV/VAN CAGE , INCLUDES FULL LOWER EXTENSION PANEL	1,000.00	1,000.00
1	Misc	SHOP SUPPLY (WIRE,LOOM,FUSES,ETC)	150.00	150.00
1	LABOR	LABOR TO INSTALL ABOVE & CUSTOMER SUPPLIED WINDOW GUARD	3,500.00	3,500.00

This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days.

Sales Tax (8.0%)

\$0.00

Total

\$7,512.00



GA Statewide Contract 99999-SPD-ES40199373-009S

S10/S12/S13 T-350 12 PASSENGER VAN LOW/MID/HIGH ROOF / EL

Item 14.

X2Y, 148" WB, 3.5L std V6, Vinyl Seats, Front AC, Power Group, Back-up Camera, AM/FM, Sliding Side Door

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080

Roger Moore Phone (678) 460-3881 FAX (770) 433-2412 email: rogermoore@wade.com

Order	Code	Chassis	Price	Total	Order	Code	Body / Equipment	Price	Total
	99G	3.5L V6 EcoBoost Engine	1,892.00	0.00	1	68H	Running Board, side door only	310.00	310.00
	9	All Wheel Drive (SRW)	4,695.00	0.00		68L	Power Run Bd, side door only (60C)	891.00	0.00
	96K	2 Passenger Seating (std) (ADA)	0.00	0.00		68J	HD Running Boards (Both sides)	655.00	0.00
NA	96S	14 Passenger Seating	0.00	0.00		655	Extended Range Fuel Tank	285.00	0.00
1	96P	15 Passenger Seating	1,495.00	1,495.00		53B	Trailer Tow/w Wiring	485.00	0.00
NA	96W	10 Passenger Seating (U4X)	0.00	0.00		67D	Trailer Brake Controller (60C)	405.00	0.00
NA	96T	14 Passenger Seating (U4X)	0.00	0.00		41C	Lane Keeping Alert (std)	0.00	0.00
NA	96*	15 Passenger Seating (U4X)	0.00	0.00		67C	Upfitter Switches(4)	82.00	0.00
	X2C	Mid Roof	1,186.00	0.00		68B	Remote Start	495.00	0.00
	X2X	High Roof	2,704.00	0.00		58V	AM/FM/SYNC 3 w/ 4" Screen	298.00	0.00
	U4X	High Roof Ext Length (15 Pass)	4,617.00	0.00		58B	AM/FM/SYNC 4 w/ 12" Screen	945.00	0.00
	U5X	All Wheel Drive (HR-EL DRW)	7,140.00	0.00		58E	AM/FM/SYNC 4/Navigation	1,780.00	0.00
	59A	Swing out Side Door (LR only)	152.00	0.00		58F	58E + Adapt Cruise Control	2,050.00	0.00
	21P	Gray Vinyl Seating w Armrest	52.00	0.00	NA	59D	Perimeter Alarm	0.00	0.00
	21M	Ebony Cloth Seats	110.00	0.00		52*	Speed Limiting (65,70,75 mph)	76.00	0.00
NA	21R	Cloth Power Seats	0.00	0.00		61D	Front/Rear Camera (58B)	1,087.00	0.00
	41H	Engine Block Heater	72.00	0.00		55A	Upfitter Interface Module	255.00	0.00
	63E	Dual HD Batteries	265.00	0.00		60D	Adaptive Cruise Control	625.00	0.00
NA	90D	110v Inverter 400 Watt	0.00	0.00		61E	High Resolution camera	275.00	0.00
	63C	HD Dual 250 amp Alternators	1,025.00	0.00	NA	65C	Power sliding side door	0.00	0.00
	X*L	Limited Slip Rear Axle	325.00	0.00					0.00
	545	Power Heated Mirrors	160.00	0.00					0.00
	544	Trailer Tow Power Heated Mirrors	220.00	0.00					0.00
	65A	BLIS (Blind Spot Warning)	795.00	0.00					0.00
	43B	Back Up Alarm	150.00	0.00					0.00
1	43R	Reverse Sensing	284.00	284.00					0.00
	94A	Side Sensing	480.00	0.00					0.00
	94B	Enhanced Park Assist	895.00	0.00					0.00
	57N	Rear Window Defogger	166.00	0.00					0.00
	92E	Privacy Tinted Glass	500.00	0.00					0.00
	57G	High Cap Front/Rear Air/Heat	860.00	0.00					0.00
	91B	Auto Headlights	30.00	0.00					0.00
	55D	Fog Lamps	100.00	0.00			NA = not available on 2024		0.00
1	942	Day Time Running Lights	43.00	43.00			model year vans		0.00
1	60C	Cruise Control (std)	0.00	0.00					0.00
1	86F	2 Extra Laser Cut Keys	75.00	75.00			ADA Mobility Upfit		0.00
	AKR	Additional Keys w Remotes	325.00	0.00			see attached specs		0.00
	52C	Remote Keyless Keypad	129.00	0.00					0.00
	64H	Full Wheel Covers	34.00	0.00					0.00
	647	Styled Aluminum Wheels	395.00	0.00					0.00
	86W	HD Front Tray Floor Mats	120.00	0.00					0.00
							Tag and Title	85.00	0.00

PAINT COLORS		
	BY	School Bus Yellow
	PQ	Race Red
1	YZ	Oxford White
	UM	Agate Black Metallic \$200
	FK	Diffused Silver Metallic \$200
	J7	Magnetic Metallic \$200
	AW	Kapoor Red Metallic \$200
	FT	Blue Metallic \$200
	UX	Ingot Silver Metallic \$200
	W6	Green Gem Metallic \$200

Delivery Region		
1	120.00	
2	120.00	
3	150.00	
4	110.00	
5	120.00	
6	120.00	
7	145.00	
8	170.00	
9	170.00	
10	220.00	
11	200.00	
12	280.00	

Base Vehicle	52,585.00
Total Chassis options	1,897.00
Total Body options	310.00
Delivery Charge	150.00
Metallic Paint	
Total Each	54,942.00
# Units for order	1
Total for Order / PO	54,942.00

Agency	Augusta University
Agency Contact	Betty Eason
Phone	706.647.4042
Address	2500 Walter R. Harris Blvd Augusta, GA 30604

477

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
1/24/2024	7834

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
1	BYR-BA0972	15 PASSENGER VAN BUYERS BA0972 97 DECIBEL SELF GROUNDING BACK UP ALARM	45.00	45.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	TINT	WINDOW TINT- FRONT 2 ROLLDOWNS & STRIP	195.00	195.00
1	LABOR	LABOR TO INSTALL ABOVE	200.00	200.00
This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recepiant of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recepitant supplies West Warning Equipment with a purchase order for the quoted goods and/or serivces. Commencement of purchasing goods and/or providing serives will occur once both parties agree upon a date. Quoted Prices are good for 30 days			Sales Tax (8.0%)	\$0.00
			Total	\$505.00



GA Statewide Contract 99999-SPD-ES40199373-009S

S7/S8 T-150/250/350 CARGO LOW/MID/HIGH ROOF VAN

Item 14.

E1Y, 148" WB, 3.5L std V6, 8600 lb GVWR, Vinyl Seats, Front AC, Power Group, Back-up Camera, AM/FM, Sliding Side Door

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080

Roger Moore Phone (678) 460-3881

email: rmoore@wade.com

Order	Code	Chassis	Price	Total	Order	Code	Body / Equipment	Price	Total
	99G	3.5L V6 EcoBoost Engine	1,892.00	0.00	1	86F	2 Extra Laser Cut Keys	75.00	75.00
	99K	Full Battery Powertrain (350 only)	12,350.00	0.00		AKR	Additional Keys w Remotes	325.00	0.00
	2	All Wheel Drive	4,695.00	0.00		52C	Remote Keyless Keypad	129.00	0.00
	R1Y	T250 9000# GVWR	1,174.00	0.00		64H	Full Wheel Covers	34.00	0.00
1	W1Y	T350 9500# GVWR	2,578.00	2,578.00		64G	Styled Aluminum Wheels	667.00	0.00
	*1C	Medium Roof 150/250/350	3,474.00	0.00		86N	HD Front Tray Floor Mats	175.00	0.00
1	**X	High Roof 250/350	3,578.00	3,578.00	1	16E	Vinyl Rear Floor Covering	232.00	232.00
	*3X	Extended Length 250/350	1,220.00	0.00		60B	HD Cargo Flooring	707.00	0.00
	F4*	Dual Rear Tire 9950 GVWR	615.00	0.00		SBL	Spray in Bed Liner ilo Vinyl Floor	995.00	0.00
	U8*	Dual Rear Tire 11000 GVWR	2,335.00	0.00		68H	Running Board, side door only	310.00	0.00
	130	130 Wheelbase (LR/MR only)	(1,163.00)	0.00		68L	Power Run Bd, side door only (60C)	891.00	0.00
	41H	Engine Block Heater	72.00	0.00	1	68J	HD Running Boards (Both sides)	655.00	655.00
	21R	Cloth Power Seats	948.00	0.00		655	Extended Range Fuel Tank	285.00	0.00
	21P	Gray Vinyl Seating w Armrest	52.00	0.00		53B	Trailer Tow/w Wiring	485.00	0.00
	21M	Ebony Cloth Seats	110.00	0.00		67D	Trailer Brake Controller (60C)	405.00	0.00
1	66D	Overhead Shelf	75.00	75.00		41C	Lane Keeping Alert (60C)	356.00	0.00
	63E	Dual HD Batteries	283.00	0.00		67C	Upfitter Switches(4)	82.00	0.00
	90D	110v Inverter 400 Watt (63E)	475.00	0.00		68B	Remote Start	495.00	0.00
	63C	HD Dual 250 amp Alternators	1,025.00	0.00		96C	Interior Upgrade	1,435.00	0.00
	X*L	Limited Slip Rear Axle	311.00	0.00		18D	Exterior Upgrade	460.00	0.00
	87E	Aux Fuse Panel	385.00	0.00		58V	AM/FM/SYNC 3 w/ 4" Screen	298.00	0.00
	545	Power Heated Mirrors	160.00	0.00		58B	AM/FM/SYNC 3 w/ 12" Screen	945.00	0.00
	544	Trailer Tow Power Heated Mirrors	220.00	0.00		584	AM/FM/SYNC 3/Navigation	1,872.00	0.00
	65A	BLIS w/ Trailer Coverage (544)	571.00	0.00		59D	Perimeter Alarm	148.00	0.00
	43B	Back Up Alarm	145.00	0.00		52*	Speed Limiting (65,70,75 mph)	76.00	0.00
1	43R	Reverse Sensing	284.00	284.00		61D	Front/Rear Camera (58B)	1,087.00	0.00
	94A	Side Sensing	480.00	0.00		55A	Upfitter Interface Module	255.00	0.00
	94B	Enhanced Park Assist	895.00	0.00		60D	Adaptive Cruise Control	625.00	0.00
	17A	Rear Door Glass	250.00	0.00		61E	High Resolution camera	275.00	0.00
	17B	Passenger Side Door Glass	425.00	0.00					0.00
	17F	Windows All Around	625.00	0.00			Bulkhead w/ door	1,295.00	0.00
	57N	Rear Window Defogger	166.00	0.00			Goal Post Ladder Rack (LR)	672.00	0.00
	92E	Privacy Tinted Glass	646.00	0.00			1 Clamp Ladder Rack (LR)	895.00	0.00
	57G	High Cap Front/Rear Air/Heat	860.00	0.00			2 Clamp Ladder Rack (LR)	997.00	0.00
	91B	Auto Headlights	34.00	0.00			1 Let Down Ladder Rack (LR)	1,486.00	0.00
	55D	Fog Lamps	100.00	0.00			1 Let Down for (MR / HR)	2,205.00	0.00
1	942	Day Time Running Lights	43.00	43.00			Dual Let Down add (all)	986.00	0.00
1	60C	Cruise Control	incl	0.00			Base Shelving Pkg (LR)	2,586.00	0.00
				0.00	1		Base Shelving Pkg (MR/HR)	3,254.00	3,254.00
				0.00			General Service Pkg (LR)	3,356.00	0.00
				0.00			General Service Pkg (MR/HR)	4,895.00	0.00
				0.00			Tag and Title	85.00	0.00

PAINT COLORS		
	BY	School Bus Yellow
	PQ	Race Red
	YZ	Oxford White
	UM	Agate Black Metallic \$200
	FK	Diffused Silver Metallic \$200
	J7	Magnetic Metallic \$200
	AW	Kapoor Red Metallic \$200
	N1	Blue Jeans Metallic \$200
1	UX	Ingot Silver Metallic \$200
	W6	Green Gem Metallic \$200

Delivery Region			
1 - 120.00			
2 - 120.00			
3 - 150.00	1	150	
4 - 110.00			
5 - 120.00			
6 - 120.00			
7 - 145.00			
8 - 170.00			
9 - 170.00			
10 - 220.00			
11 - 200.00			
12 - 280.00			

Base Vehicle	47,418.00
Total Chassis options	6,558.00
Total Body options	4,216.00
Delivery Charge	150.00
Metallic Paint	200.00
Total Each	58,542.00
# Units for order	
Total for Order / PO	58,542.00

Agency	
Agency Contact	
Phone	
Address	479

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

Item 14.
QUOTE115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
1/11/2024	7812

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
		2023 FORD TRANSIT VAN - HIGH TOP- E350 CRIME SCENE		
1	FEN-C-4010	FENIEX C-4010 4200 MINI CONTROLLER	129.00	129.00
2	SOU-PMP2WSDDDB	SOUND OFF PMP2WSDDDB DUAL WINDOW SHROUD KIT FOR 4" LIGHT W/ STUD MOUNT	25.00	50.00
4	SOU-EMPS2STS3B	SOUND OFF EMPS2STS3B MPOWER 4" STUD MOUNT-SINGLE COLOR BLUE (FRONT WINDSHIELD)	125.00	500.00
2	SOU-EMPS2STS4E	SOUND OFF EMPS2STS4E MPOWER 4" STUD MNT 12 LED DUAL COLOR -BLUE/WHITE (GRILL OR BUMPER AREA)	130.00	260.00
2	COD-MICROPAK-D...	CODE3 MICROPAK-DC-BW DIRECTIONAL LED HIDE A BLAST MULTI COLOR BLUE/WHITE (SIDE FRONT FENDER)	85.00	170.00
2	SOU-EMPS2STS3B	SOUND OFF EMPS2STS3B MPOWER 4" STUD MOUNT-SINGLE COLOR BLUE (TOP REAR)	125.00	250.00
2	SOU-PMP2WDG05B	SOUND OFF PMP2WDG05B 5 DEGREE WEDGE FOR USE WITH 4" MPOWER QUICK MOUNT LIGHT	15.00	30.00
2	FEN-Q-2222	FENIEX Q-2222 QUAD CANNON 24 LED (TAILLIGHT)	75.00	150.00
1	FEN-C-4014	FENIEX C-4014 STORM PRO 100W SIREN	180.00	180.00
1	FEN-S-2009	FENIEX S-2009 TRITON 100W SPEAKER	135.00	135.00
1	ABL-140553	ABLE2 14.0553 TRIPLE OUTLET	39.00	39.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	TINT	WINDOW TINT- 35% - TWO FRONT ROLLDOWNS AND A 6" STRIP	200.00	200.00
1	Misc	SHOP SUPPLY (WIRE, LOOM, FUSES, ETC)	125.00	125.00
1	LABOR	LABOR TO INSTALL ABOVE	1,900.00	1,900.00
This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days			Sales Tax (8.0%)	\$0.00
			Total	\$4,183.00



GA Statewide Contract 99999-SPD-ES40199373-009S

S10/S12/S13 T-350 12 PASSENGER VAN LOW/MID/HIGH ROOF / EL

Item 14.

X2Y, 148" WB, 3.5L std V6, Vinyl Seats, Front AC, Power Group, Back-up Camera, AM/FM, Sliding Side Door

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080

Roger Moore Phone (678) 460-3881 FAX (770) 433-2412 email: rogermoore@wade.com

Order	Code	Chassis	Price	Total	Order	Code	Body / Equipment	Price	Total
	99G	3.5L V6 EcoBoost Engine	1,892.00	0.00	1	68H	Running Board, side door only	310.00	310.00
	9	All Wheel Drive (SRW)	4,695.00	0.00		68L	Power Run Bd, side door only (60C)	891.00	0.00
	96K	2 Passenger Seating (std) (ADA)	0.00	0.00		68J	HD Running Boards (Both sides)	655.00	0.00
NA	96S	14 Passenger Seating	0.00	0.00		655	Extended Range Fuel Tank	285.00	0.00
1	96P	15 Passenger Seating	1,495.00	1,495.00		53B	Trailer Tow/w Wiring	485.00	0.00
NA	96W	10 Passenger Seating (U4X)	0.00	0.00		67D	Trailer Brake Controller (60C)	405.00	0.00
NA	96T	14 Passenger Seating (U4X)	0.00	0.00		41C	Lane Keeping Alert (std)	0.00	0.00
NA	96*	15 Passenger Seating (U4X)	0.00	0.00		67C	Upfitter Switches(4)	82.00	0.00
	X2C	Mid Roof	1,186.00	0.00		68B	Remote Start	495.00	0.00
	X2X	High Roof	2,704.00	0.00		58V	AM/FM/SYNC 3 w/ 4" Screen	298.00	0.00
	U4X	High Roof Ext Length (15 Pass)	4,617.00	0.00		58B	AM/FM/SYNC 4 w/ 12" Screen	945.00	0.00
	U5X	All Wheel Drive (HR-EL DRW)	7,140.00	0.00		58E	AM/FM/SYNC 4/Navigation	1,780.00	0.00
1	59A	Swing out Side Door (LR only)	152.00	152.00		58F	58E + Adapt Cruise Control	2,050.00	0.00
	21P	Gray Vinyl Seating w Armrest	52.00	0.00	NA	59D	Perimeter Alarm	0.00	0.00
	21M	Ebony Cloth Seats	110.00	0.00		52*	Speed Limiting (65,70,75 mph)	76.00	0.00
NA	21R	Cloth Power Seats	0.00	0.00		61D	Front/Rear Camera (58B)	1,087.00	0.00
	41H	Engine Block Heater	72.00	0.00		55A	Upfitter Interface Module	255.00	0.00
	63E	Dual HD Batteries	265.00	0.00		60D	Adaptive Cruise Control	625.00	0.00
NA	90D	110v Inverter 400 Watt	0.00	0.00		61E	High Resolution camera	275.00	0.00
	63C	HD Dual 250 amp Alternators	1,025.00	0.00	NA	65C	Power sliding side door	0.00	0.00
	X*L	Limited Slip Rear Axle	325.00	0.00					0.00
	545	Power Heated Mirrors	160.00	0.00					0.00
	544	Trailer Tow Power Heated Mirrors	220.00	0.00					0.00
	65A	BLIS (Blind Spot Warning)	795.00	0.00					0.00
	43B	Back Up Alarm	150.00	0.00					0.00
1	43R	Reverse Sensing	284.00	284.00					0.00
	94A	Side Sensing	480.00	0.00					0.00
	94B	Enhanced Park Assist	895.00	0.00					0.00
	57N	Rear Window Defogger	166.00	0.00					0.00
	92E	Privacy Tinted Glass	500.00	0.00					0.00
	57G	High Cap Front/Rear Air/Heat	860.00	0.00					0.00
	91B	Auto Headlights	30.00	0.00					0.00
	55D	Fog Lamps	100.00	0.00			NA = not available on 2024		0.00
	942	Day Time Running Lights	43.00	0.00			model year vans		0.00
1	60C	Cruise Control (std)	0.00	0.00					0.00
1	86F	2 Extra Laser Cut Keys	75.00	75.00			ADA Mobility Upfit		0.00
	AKR	Additional Keys w Remotes	325.00	0.00			see attached specs		0.00
	52C	Remote Keyless Keypad	129.00	0.00					0.00
	64H	Full Wheel Covers	34.00	0.00					0.00
	647	Styled Aluminum Wheels	395.00	0.00					0.00
	86W	HD Front Tray Floor Mats	120.00	0.00					0.00
							Tag and Title	85.00	0.00

PAINT COLORS		
	BY	School Bus Yellow
	PQ	Race Red
	YZ	Oxford White
	UM	Agate Black Metallic \$200
	FK	Diffused Silver Metallic \$200
	J7	Magnetic Metallic \$200
	AW	Kapoor Red Metallic \$200
	FT	Blue Metallic \$200
1	UX	Ingot Silver Metallic \$200
	W6	Green Gem Metallic \$200

Delivery Region		
1 - 120.00		
2 - 120.00		
3 - 150.00	1	150
4 - 110.00		
5 - 120.00		
6 - 120.00		
7 - 145.00		
8 - 170.00		
9 - 170.00		
10 - 220.00		
11 - 200.00		
12 - 280.00		

Base Vehicle	52,585.00
Total Chassis options	2,006.00
Total Body options	310.00
Delivery Charge	150.00
Metallic Paint	200.00
Total Each	55,251.00
# Units for order	1
Total for Order / PO	55,251.00

Agency	Augusta, Georgia
Agency Contact	Kaycee Braswell
Phone	706-821-2894
Address	1568 Broad St Augusta, GA 30904

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

Item 14.

QUOTE

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
1/15/2024	7819

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
1	SOU-ENFLB54S-BL...	2024 FORD TRANSIT T350 VAN (148 WHEEL BASE, LOW ROOF, SWING OUT DOORS) PRISONER TRANSPORT BLUE LIGHTS AUGUSTA-RICHMOND CNTY SOUND OFF ENFLB54S-BLUE 54" NFORCE LIGHTBAR-SINGLE COLOR BLUE W/ TWO REAR AMBER, TAKEDOWN & ALLEY	1,750.00	1,750.00
1	FEN-C-4010	FENIEX C-4010 4200 MINI CONTROLLER	129.00	129.00
4	SOU-EMPS2QMS4E	SOUND OFF EMPS2QMS4E MPOWER 4" QUICK MOUNT DUAL COLOR BLUE/WHITE (2-FRONT, 2-REAR)	130.00	520.00
1	FEN-C-4014	FENIEX C-4014 STORM PRO 100W SIREN	179.00	179.00
1	FEN-S-2009	FENIEX S-2009 TRITON 100W SPEAKER	135.00	135.00
1	BYR-BA0972	BUYERS BA0972 97 DECIBEL SELF GROUNDING BACK UP ALARM	45.00	45.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	ABL-140553	TRIPLE OUTLET	39.00	39.00
1	HAV-WGI-F20	HAVIS SHIELDS WINDOW GUARD KIT FOR 12 PASSENGER OR 15 PASSENGER WITH SWING OUT DOORS	1,750.00	1,750.00
1	SET-10VS-UNC	SETINA 10VS-UNC SUV/VAN CAGE , INCLUDES FULL LOWER EXTENSION PANEL	1,000.00	1,000.00
1	Misc	SHOP SUPPLY (WIRE,LOOM,FUSES,ETC)	150.00	150.00
1	LABOR	LABOR TO INSTALL ABOVE	3,500.00	3,500.00

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Sales Tax (8.0%)

\$0.00

Total

\$9,262.00

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

QUOTE
Item 14.115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
1/15/2024	7821

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
1	SOU-ENFLB54S-BL...	2024 FORD TRANSIT T350 VAN (148 WHEEL BASE, LOW ROOF, SWING OUT DOORS) PRISONER TRANSPORT BLUE LIGHTS AUGUSTA-RICHMOND CNTY SOUND OFF ENFLB54S-BLUE 54" NFORCE	1,750.00	1,750.00
1	FEN-C-4010	FENIEX C-4010 4200 MINI CONTROLLER	129.00	129.00
4	SOU-EMPS2QMS4E	SOUND OFF EMPS2QMS4E MPOWER 4" QUICK MOUNT DUAL COLOR BLUE/WHITE (2-FRONT, 2-REAR)	130.00	520.00
1	FEN-C-4014	FENIEX C-4014 STORM PRO 100W SIREN	179.00	179.00
1	FEN-S-2009	FENIEX S-2009 TRITON 100W SPEAKER	135.00	135.00
1	BYR-BA0972	BUYERS BA0972 97 DECIBEL SELF GROUNDING BACK UP ALARM	45.00	45.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	ABL-140553	TRIPLE OUTLET	39.00	39.00
1	SET-10VS-UNC	SETINA 10VS-UNC SUV/VAN CAGE , INCLUDES FULL LOWER EXTENSION PANEL	1,000.00	1,000.00
1	Misc	SHOP SUPPLY (WIRE,LOOM,FUSES,ETC)	150.00	150.00
1	LABOR	LABOR TO INSTALL ABOVE & CUSTOMER SUPPLIED WINDOW GUARD	3,500.00	3,500.00

This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days.

Sales Tax (8.0%) \$0.00

Total \$7,512.00



Commission Meeting

May 7, 2024

2024 - UGA Extension Services 12 - passenger van

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to accept the donation in the amount of \$60,596.45 for the purchase of the UGA Extension Services 12 – passenger van from Gerald Jones Ford. (Approved by Administrative Services Committee April 30, 2024)
Background:	The Richmond County UGA Extension Office ordered a Ford Transit Passenger Van through Gerald Jones Ford in October 2022 and made a \$1,000 deposit to secure this purchase. UGA Extension Services ordered the van to transport Richmond County youth participating in Georgia 4-H events, tournaments, and educational programs throughout the state. Without the needed transportation, a lot of youth cannot attend the various programs for Georgia 4-H youth. The van will also be used for transporting supplies and participants to local programming events and for staff training.
Analysis:	The Finance Department has received the donation from UGA for the purchase of the 12-passenger van.
Financial Impact:	There is no financial impact for the purchase of the 12-passenger van.
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to accept the donation in the amount of \$60,596.45 for the purchase of the UGA Extension Services 12 – passenger van from Gerald Jones Ford.
Funds are available in the following accounts:	
<u>REVIEWED AND APPROVED BY:</u>	N/A



Richmond County Extension
 602 Greene Street
 Augusta, Georgia 30901
 TEL 706-821-2350 | FAX 706-821-2584
 ecvaughn@uga.edu
 ugaextension.org/richmond

March 13, 2024

Extension Services Department 4821

Justification for purchase of 12-passenger van

Extension Services needs a 12-passenger van primarily for the Richmond County 4-H department to use to transport Richmond County youth participating in Georgia 4-H events throughout the state, such as District Project Achievement, 4-H Day at the Capitol, Senior Conference, Junior Rally, Senior Camp, Senior Extreme Camp, Wilderness Challenge Camp, State 4-H Council, Cloverleaf Camp, Junior Camp, State 4-H Congress, Weekend in the Classic City, Junior Conference, Fall Forum, and various other specialty educational and competition events. Richmond County 4-H Clubs also need this vehicle to provide transportation for Richmond County 4-H'ers to attend their monthly club meetings, field trips, and community service projects held at various locations throughout the Augusta-area. Our largest issue for youth who are not able to participate in 4-H activities is a lack of consistent transportation. Richmond County Extension believes this van will help eliminate this ongoing issue.

In addition, Agriculture and Natural Resources, Family and Consumer Sciences, Expanded Food and Nutrition Education Program, and the Augusta Area Master Gardener Program would use this vehicle to transport supplies and participants to local programming events. All staff in Extension Services would use this vehicle to travel to training events throughout Georgia scheduled by the University of Georgia Extension.



Preview Order F683 - U4X 350 HD High Roof Pass RWD: Order Summary Time of Preview: 03/01/2024 12:04:38 Receipt: 9/20/2023

Dealership Name: Gerald Jones Ford

Sales Code : F21215

Dealer Rep.	Brian Stewart	Type	Retail	Vehicle Line	Transit	Order Code	F683
Customer Name	E Richmond county 4h	Priority Code	07	Model Year	2024	Price Level	430

DESCRIPTION	MSRP	DESCRIPTION	MSRP
U4X0 T350HD HR PASS XLT RWD	\$58035	CV LOT MANAGEMENT	\$0
148" WHEELBASE	\$0	FRONT LICENSE PLATE BRACKET	\$0
OXFORD WHITE	\$0	10100# GVWR PACKAGE	\$0
CLOTH	\$0	50 STATE EMISSIONS	\$0
DARK PALAZZO GRAY	\$0	ELEC AIR TEMP CONTROL	\$0
PREFERRED EQUIPMENT PKG.302A	\$0	FRONT OVERHEAD SHELF	\$75
XLT TRIM	\$0	PRIVACY GLASS	\$500
3.5L PFDI V6 (GAS)	\$0	E-85 FLEX FUEL CAPABLE	\$0
10-SPEED TRANSMISSION	\$0	FUEL CHARGE	\$0
195/75R16C BSW ALL-SEASON	\$0	PRICED DORA	\$0
4.10 LIMITED SLIP AXLE	\$0	DESTINATION & DELIVERY	\$2095
JOB #1 ORDER	\$0		
TOTAL BASE AND OPTIONS			MSRP
DISCOUNTS			\$60705
TOTAL			NA
			\$60705

Customer Name:

Customer Email:

Customer Address:

Customer Phone:

Customer Signature

Date

This is not an Invoice.



MARY ALICE JONES

Master Certified Commerical/Fleet
Consultant

majones0319@comcast .net

mjones@gjauto.com

Ford
Main 706-738-8000, Ext. 2015
Cell 706-829-1798
3480 Wrightsboro Rd.
Augusta, GA 30909



UNIVERSITY OF GEORGIA
EXTENSION



Richmond County Extension
602 Greene Street
Augusta, Georgia 30901
TEL 706-821-2350 | FAX 706-821-2584
ecvaughn@uga.edu
ugaextension.org/richmond

March 13, 2024

Extension Services Department 4821

Justification for purchase of 12-passenger van

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GERALD JONES FORD, LLC3480 Wrightsboro Rd. • Augusta, GA 30909
Phone 706.738.8000 • Fax 706.261.8006

LINCOLN

Date: 03/15/2024Salesperson: Mary JonesManager: Charlie Sellars**FOR INTERNAL USE ONLY****BUSINESS NAME** RICHMOND COUNTY 4 H
CONTACT EDWARD CAMPBELL VAUGHN

Home Phone: _____

Address: 602 GREENE ST
AUGUSTA, GA 30901
RICHMONDWork Phone: (706) 821-2350E-Mail: ecvaughn@uga.eduCell Phone: (706) 466-4787**VEHICLE**Stock #: 574178New / Used: NewVIN: 1FBVU4X86RKA27433Mileage: 34Vehicle: 2024 Ford Transit-350 PassengerColor: Oxford White

Type: _____

U4X**TRADE IN**

Payoff: _____

VIN: _____

Mileage: _____

Vehicle: _____

Color: _____

Type: _____

Market Value Selling Price

60,705.00

Total Purchase

60,705.00

Secure Etch

299.00

Dealer Services Fee

489.50

E.T.R.

56.95

Trade Allowance

Trade Difference

Title Fee

43.00

MVWRF

3.00

Trade Payoff

Cash Deposit

1,000.00

Balance

60,596.45

Customer Approval: _____

Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval.

For Information Only. This is not an offer or contract for sale.



Preview Order F683 - U4X 350 HD High Roof Pass RWD: Order Summary Time of Preview: 03/01/2024 12:04:38 Receipt: 9/20/2023

Dealership Name: Gerald Jones Ford

Sales Code : F21215

Dealer Rep.	Brian Stewart	Type	Retail	Vehicle Line	Transit	Order Code	F683
Customer Name	E Richmond county 4h	Priority Code	07	Model Year	2024	Price Level	430

DESCRIPTION	MSRP	DESCRIPTION	MSRP
U4X0 T350HD HR PASS XLT RWD	\$58035	CV LOT MANAGEMENT	\$0
148" WHEELBASE	\$0	FRONT LICENSE PLATE BRACKET	\$0
OXFORD WHITE	\$0	10100# GVWR PACKAGE	\$0
CLOTH	\$0	50 STATE EMISSIONS	\$0
DARK PALAZZO GRAY	\$0	ELEC AIR TEMP CONTROL	\$0
PREFERRED EQUIPMENT PKG.302A	\$0	FRONT OVERHEAD SHELF	\$75
.XLT TRIM	\$0	PRIVACY GLASS	\$500
3.5L PFDI V6 (GAS)	\$0	E-85 FLEX FUEL CAPABLE	\$0
.10-SPEED TRANSMISSION	\$0	FUEL CHARGE	\$0
195/75R16C BSW ALL-SEASON	\$0	PRICED DORA	\$0
4.10 LIMITED SLIP AXLE	\$0	DESTINATION & DELIVERY	\$2095
JOB #1 ORDER	\$0		
TOTAL BASE AND OPTIONS		MSRP	\$60705
DISCOUNTS			NA
TOTAL			\$60705

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This is not an invoice.

RICHMOND COUNTY 4H

201018151

10/03/22 162330

1000.00

Payment Received:

SALES CC Approval Number RICHMOND

1000.00

Total Received:

1000.00

Payment Applied To: ORDER UNIT--RICHMOND COUNTY 4H

2300 : RC4H : 201018151

1000.00

Total Applied:

1000.00

161840: 1000.00
 4333 060110-150111
 EVALUATION
 000000000000

Merchant ID: 948205688
 Term ID: 0666

v1

A- -01-

MASTERCARD

XXXXXXXXXXXX

*ID: A00000000000

Entry Mch: 493

Approved Mch:

Batch: 000000

10/03/22

Invl: 060000

Total: 0000

Make: Issuer
 IVR: 000000000000
 JAL: 011000000000
 000000000000
 ISI: 0000
 ARC: 00

I agree to pay
 according to law
 (Merchant agrees)

COUNT RICHMOND

Merchant Copy

THANK YOU



MARY ALICE JONES

Master Certified Commercial/Fleet
Consultant

majones0319@comcast.net
mjones@gjauto.com

Ford

Main 706-738-8000, Ext. 2015
Cell 706-829-1798
3480 Wrightsboro Rd.
Augusta, GA 30909

Laquona Sanderson

From: Donna Williams
Sent: Wednesday, March 20, 2024 11:20 AM
To: Mary Siverhus; Laquona Sanderson; Campbell Vaughn
Subject: RE: [EXTERNAL] RE: New Extension 4-H Van
Attachments: 2023 w-9 signed.pdf

We can certainly deposit it, but Augusta-Richmond County would be better
 Here's a w-9 if you need it

donna

From: Mary V Siverhus <Mary.Siverhus@uga.edu>
Sent: Wednesday, March 20, 2024 10:28 AM
To: Laquona Sanderson <LSanderson@augustaga.gov>; Campbell Vaughn <ecvaughn@uga.edu>
Cc: Donna Williams <DWilliams@augustaga.gov>
Subject: [EXTERNAL] RE: New Extension 4-H Van

Good morning, We are preparing the check to deliver the funds for the van to Finance. Should the check be payable to City of Augusta?

Thank you,

Ginny Siverhus

Richmond County Extension | *Administrative Assistant*
 602 Greene Street | Augusta, GA 30901

p: [706-821-2350](tel:706-821-2350)
 e: mary.siverhus@uga.edu
 w: www.ugaextension.org/richmond



From: Laquona Sanderson <LSanderson@augustaga.gov>
Sent: Friday, March 15, 2024 3:55 PM
To: CAMPBELL VAUGHN <ecvaughn@uga.edu>
Cc: Donna Williams <DWilliams@augustaga.gov>; Mary V Siverhus <Mary.Siverhus@uga.edu>
Subject: RE: [EXTERNAL] FW: New Extension 4-H Van

[EXTERNAL SENDER - PROCEED CAUTIOUSLY]

Ok. Once that is complete let me know so we can proceed.

From: CAMPBELL VAUGHN <ecvaughn@uga.edu>
Sent: Friday, March 15, 2024 3:16 PM
To: Laquona Sanderson <LSanderson@augustaga.gov>

Cc: Donna Williams <DWilliams@augustaga.gov>; Mary Siverhus <mary.siverhus@uga.edu>

Subject: RE: [EXTERNAL] FW: New Extension 4-H Van

We are waiting for funds from an investment account to be distributed. I am hoping to see the money by the end of next week.

Thanks,

Campbell Vaughn

Agriculture and Natural Resources Agent
UGA - Augusta Richmond County Extension
602 Greene Street
Augusta, GA 30901-1428

Phone: 706-821-2350 | Fax: 706-821-2584



From: Laquona Sanderson <LSanderson@augustaga.gov>

Sent: Friday, March 15, 2024 3:07 PM

To: CAMPBELL VAUGHN <ecvaughn@uga.edu>

Cc: Donna Williams <DWilliams@augustaga.gov>; Mary V Siverhus <Mary.Siverhus@uga.edu>

Subject: RE: [EXTERNAL] FW: New Extension 4-H Van

[EXTERNAL SENDER - PROCEED CAUTIOUSLY]

This information is good for the Fleet side. We cannot proceed without funding. When will check be delivered to Finance?

From: CAMPBELL VAUGHN <ecvaughn@uga.edu>

Sent: Friday, March 15, 2024 2:59 PM

To: Laquona Sanderson <LSanderson@augustaga.gov>

Cc: Donna Williams <DWilliams@augustaga.gov>; Mary Siverhus <mary.siverhus@uga.edu>

Subject: [EXTERNAL] FW: New Extension 4-H Van

I think this what you need from us. If we missed anything, let us know.

Thanks,

Campbell Vaughn

Agriculture and Natural Resources Agent
UGA - Augusta Richmond County Extension
602 Greene Street
Augusta, GA 30901-1428

Phone: 706-821-2350 | Fax: 706-821-2584



From: Mary V Siverhus <Mary.Siverhus@uga.edu>
Sent: Friday, March 15, 2024 1:47 PM
To: CAMPBELL VAUGHN <ecvaughn@uga.edu>
Subject: RE: New Extension 4-H Van

Just need to figure out the date that we'll be able to submit funds to Finance. The attachment has all of the other information that LaQuona has requested – detailed justification for van, van pricing sheet, receipt for \$1,000 deposit (yes it counts towards the purchase and is shown in the van pricing sheet details), and Gerald Jones contact (copy of Mary Jones' business card).

Thank you,

Ginny Siverhus
 Richmond County Extension | *Administrative Assistant*
 602 Greene Street | Augusta, GA 30901

p: [706-821-2350](tel:706-821-2350)
 e: mary.siverhus@uga.edu
 w: www.ugaextension.org/richmond



From: CAMPBELL VAUGHN <ecvaughn@uga.edu>
Sent: Wednesday, March 13, 2024 1:20 PM
To: Mary V Siverhus <Mary.Siverhus@uga.edu>
Subject: FW: New Extension 4-H Van

FYI

Thanks,

~~~~~  
**Campbell Vaughn**  
 Agriculture and Natural Resources Agent  
 UGA - Augusta Richmond County Extension  
 602 Greene Street  
 Augusta, GA 30901-1428

Phone: 706-821-2350 | Fax: 706-821-2584



**From:** Laquona Sanderson <[LSanderson@augustaga.gov](mailto:LSanderson@augustaga.gov)>  
**Sent:** Wednesday, March 13, 2024 12:48 PM  
**To:** CAMPBELL VAUGHN <[ecvaughn@uga.edu](mailto:ecvaughn@uga.edu)>

Cc: Donna Williams <[DWilliams@augustaga.gov](mailto:DWilliams@augustaga.gov)>; Kaycee Braswell <[KBraswell@augustaga.gov](mailto:KBraswell@augustaga.gov)>; Hope Goodwin <[HGoodwin@augustaga.gov](mailto:HGoodwin@augustaga.gov)>; Ron Lampkin <[RLampkin@augustaga.gov](mailto:RLampkin@augustaga.gov)>; Darrell White <[DWhite2@augustaga.gov](mailto:DWhite2@augustaga.gov)>  
Subject: New Extension 4-H Van

[EXTERNAL SENDER - PROCEED CAUTIOUSLY]

Campbell,

As discussed, there is some information that Fleet Management will need to help complete the purchase of the van.

Please provide the following information:

- Van pricing sheet (to include attachments or additions)
- Date funds will be submitted to Finance
- Detailed justification for van purchase
- Gerald Jones Contact
- Receipt for \$1,000 deposit (does it count towards the purchase?)

Once Finance receives funds, we will be able to obtain the account number that will be used for the purchase. Next, we will submit this information to Procurement for approval to proceed with requesting Commission Approval. Once Commission approval letter is received, we will acquire a purchase order for Gerald Jones. The van will be delivered to Fleet Management to be entered into the asset management system and we will process necessary title work. After the tag is received, we will issue the van to UGA.

This process may take a month at the least due to purchasing guidelines that we must follow.

Feel free to contact me with any questions or concerns.

Thank you,

LaQuona Sanderson

**LaQuona Sanderson | Fleet Manager**  
**Augusta – Richmond County | Central Services Department**  
1568 Broad Street Bldg. C | Augusta, Georgia 30904  
(p) 706-821-2892 | (c) 706-836-2853  
[LSanderson@augustaga.gov](mailto:LSanderson@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



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AED:104.1

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Item 15.

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

## Laquona Sanderson

---

**From:** Donna Williams  
**Sent:** Wednesday, March 13, 2024 11:45 AM  
**To:** Laquona Sanderson  
**Subject:** RE: [EXTERNAL] New Extension 4-H Van  
**Attachments:** RE: [EXTERNAL] New Extension 4-H Van

He sent this back.

**From:** Laquona Sanderson <LSanderson@augustaga.gov>  
**Sent:** Wednesday, March 13, 2024 11:38 AM  
**To:** Donna Williams <DWilliams@augustaga.gov>  
**Subject:** RE: [EXTERNAL] New Extension 4-H Van

Seems like they proceeded to purchase, and the van is here, and we are just finding out. Yay!

Let me know if you talk to him before I do and I will let you know.

**LaQuona Sanderson | Fleet Manager**  
**Augusta – Richmond County | Central Services Department**  
 1568 Broad Street Bldg. C | Augusta, Georgia 30904  
 (p) 706-821-2892 | (c) 706-836-2853  
[LSanderson@augustaga.gov](mailto:LSanderson@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



**From:** Donna Williams <[DWilliams@augustaga.gov](mailto:DWilliams@augustaga.gov)>  
**Sent:** Wednesday, March 13, 2024 9:45 AM  
**To:** Laquona Sanderson <[LSanderson@augustaga.gov](mailto:LSanderson@augustaga.gov)>  
**Subject:** FW: [EXTERNAL] New Extension 4-H Van

Seems someone typed your email address wrong. when I forwarded the message below it kicked back.  
 Don't know how many you missed.

donna

**From:** Donna Williams  
**Sent:** Tuesday, March 12, 2024 9:21 AM  
**To:** CAMPBELL VAUGHN <[ecvaughn@uga.edu](mailto:ecvaughn@uga.edu)>; Takiyah A. Douse <[TDouse@augustaga.gov](mailto:TDouse@augustaga.gov)>; [lsanderson@augustaga.gov](mailto:lsanderson@augustaga.gov);  
 Teresa Manuel <[tmanuel@augustaga.gov](mailto:tmanuel@augustaga.gov)>; Hope Goodwin <[HGoodwin@augustaga.gov](mailto:HGoodwin@augustaga.gov)>  
**Subject:** RE: [EXTERNAL] New Extension 4-H Van

Whoa.  
No "cash" payment

2 years ago I outlined what had to happen in the email I've attached above. If Augusta owns the van, Augusta makes the payment and accepts the grant from Jefferson. Don't go any further without more discussion. I've got several conf calls this morning and committee mtgs this afternoon.

**From:** CAMPBELL VAUGHN <[ecvaughn@uga.edu](mailto:ecvaughn@uga.edu)>  
**Sent:** Monday, March 11, 2024 4:12 PM  
**To:** Takiyah A. Douse <[TDouse@augustaga.gov](mailto:TDouse@augustaga.gov)>; Donna Williams <[DWilliams@augustaga.gov](mailto:DWilliams@augustaga.gov)>;  
[lsanderson@augustaga.gov](mailto:lsanderson@augustaga.gov); Teresa Manuel <[tmanuel@augustaga.gov](mailto:tmanuel@augustaga.gov)>; Hope Goodwin <[HGoodwin@augustaga.gov](mailto:HGoodwin@augustaga.gov)>;  
[rsea@augustaga.gov](mailto:rsea@augustaga.gov)  
**Cc:** Mary Siverhus <[mary.siverhus@uga.edu](mailto:mary.siverhus@uga.edu)>; Campbell Vaughn <[ecvaughn@uga.edu](mailto:ecvaughn@uga.edu)>; Commissioner Brandon Garrett <[BGarrett@augustaga.gov](mailto:BGarrett@augustaga.gov)>  
**Subject:** [EXTERNAL] New Extension 4-H Van

Hey Everybody,

I wanted to reach out to everyone about the brand new, fresh off the assembly line van that our Extension office purchased. We ordered the van in October of 2022 and it is just arriving this week. The Extension Office used funds from local partners and some savings we have accumulated over the past years to purchase the van. We will pay hopefully pay Gerald Jones Ford cash for the vehicle later this week.

When this process started, it was difficult to get a direct answer about how the city would want to title, maintain and insure the new van. We have money in our budget this year to do what we need to do with the van from a finance perspective for fuel and some general maintenance, but I need to get the details on all we need to do to take possession, get it in the fleet management system and then start using it for our 4-H programming.

Speaking with Gerald Jones, they will need how to title the vehicle (which I was told should be with Augusta Richmond County). They would also need a letter for tax exemption for the sales taxes due as well as insurance information.

The reason I am reaching out to all parties involved is to let everyone be aware of what is going on and to help me find an avenue to find all of these answers.

I appreciate any feedback you might be able to give me.

Thanks,

**Campbell Vaughn**

Agriculture and Natural Resources Agent  
 UGA - Augusta Richmond County Extension  
 602 Greene Street  
 Augusta, GA 30901-1428

Phone: 706-821-2350 | Fax: 706-821-2584



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AED:104.1



## Commission Meeting

May 7, 2024

### Amend 23CSA007 - Richmond County Correctional Institute New Facility

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Central Services Department                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Presenter:</b>                                     | Ron Lampkin                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Caption:</b>                                       | Motion to <b>approve</b> an addition of \$42,525.00 to purchase order 23CSA007 for design fee amendment for supplemental services to cover the costs of a topographical / existing conditions and underground utilities survey for the new Richmond County Correctional Institute facility by IPG, Incorporated – Architects & Planners in c/o with EMC Engineering Services. <b>(Approved by Administrative Committee April 30, 2024)</b>                                              |
| <b>Background:</b>                                    | During the meeting held on October 18, 2022, the Commission approved 23CSA007 (Bid 22-272 - New Richmond County Correctional Institute, Item #17) for \$82,500.00 in design services to develop preliminary design documents for the new RCCI facility. As the conceptual design for the new facility has been defined, supplemental services are now required by an engineering firm to provide a survey of topography, existing conditions of the location and underground utilities. |
| <b>Analysis:</b>                                      | IPG Incorporated will coordinate with EMC Engineering Services, Inc. to provide supplemental services to include a topographical and existing conditions survey and an underground utility survey.                                                                                                                                                                                                                                                                                      |
| <b>Financial Impact:</b>                              | Original Purchase Order Amount \$82,500.00<br>Revised Purchase Order Amount \$125,025.00<br>\$42,525.00 ; 330-03-1340 / 52.12999<br>222-05-6001 / 52.12999                                                                                                                                                                                                                                                                                                                              |
| <b>Alternatives:</b>                                  | A – Approve the request B – Do not approve the request                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Recommendation:</b>                                | Approve an addition of \$42,525.00 to purchase order 23CSA007 for design fee amendment for supplemental services to cover the costs of a topographical / existing conditions and underground utilities survey for the new Richmond County Correctional Institute facility by IPG, Incorporated – Architects & Planners in c/o with EMC Engineering Services.                                                                                                                            |
| <b>Funds are available in the following accounts:</b> | \$42,525.00 ; 330-03-1340 / 52.12999<br>222-05-6001 / 52.12999                                                                                                                                                                                                                                                                                                                                                                                                                          |





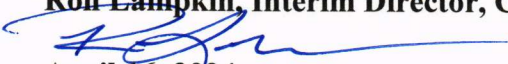
# Central Services Department

Ron Lampkin, Interim Director  
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906  
(706) 828-7174 Phone (706) 796-5077 Fax

## MEMORANDUM

**TO:** Geri Sams, Director, Procurement Department

**FROM:** Ron Lampkin, Interim Director, Central Services Department  


**DATE:** April 16, 2024

**SUBJECT:** Amend PO – 23CSA007

In accordance with Augusta, GA policies and procedures we are requesting to have purchase order 23CSA007 amended.

Purchase order 23CSA007 needs to be amended in the amount of \$42,525.00 for supplemental services to provide topographical / underground utilities surveys. The survey process is necessary as the conceptual design for the new RCCI facility has been defined. IPG Incorporated will be in coordination with EMC Engineering Services to develop preliminary design documents for the new RCCI facility.

- Original Purchase Order Amount \$82,500.00
- Revised Purchase Order Amount \$125,025.00

Funding is available in following **SPLOST VIII** accounts:

GL: 330-03-1340 / 52.12999

JL: 222-05-6001 / 52.12999

Your assistance would be greatly appreciated.

Attachments: Purchase Order 23CSA007

Proposal RE: Design Amendment 01 – Topographical & Utilities SURVEY

Cc: Ron Lampkin  
Maria Rivera-Rivera



# AUGUSTA, GEORGIA

Item 16.

## PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT  
535 TELFAIR STREET, MUNICIPAL BUILDING 1000  
AUGUSTA, GEORGIA 30901-2377  
PHONE: (706) 821-2422

Page 1 of 1

PURCHASE ORDER NO.  
23CSA007

|                  |                      |                                  |                                  |
|------------------|----------------------|----------------------------------|----------------------------------|
| DATE<br>03/06/23 | DEPARTMENT<br>031340 | VENDOR PHONE #<br>(299) 242-3557 | REQUISITION/QUOTE NO.<br>R372808 |
|------------------|----------------------|----------------------------------|----------------------------------|

|                   |                      |                                 |                                                                                               |
|-------------------|----------------------|---------------------------------|-----------------------------------------------------------------------------------------------|
| VENDOR #<br>26157 | E-VERIFY #<br>191305 | EMAIL<br>MAIL@IPGARCHITECTS.COM | PURCHASE ORDER NUMBER ABOVE<br>MUST APPEAR ON ALL INVOICES,<br>SHIPPING PAPERS, AND PACKAGES. |
|-------------------|----------------------|---------------------------------|-----------------------------------------------------------------------------------------------|

|                                                                                 |                                                                         |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| VENDOR<br>IPG INCORPORATED<br>807 NORTHWOOD PARK DR.<br>VALDOSTA, GA 31602-1393 | ATTN:<br>BID NUMBER: 22-272<br><br>CONTRACT #: 23CSA007<br>BUYER: NANCY |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------|

|                                                                                                 |                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SHIP TO:<br>CENTRAL SERVICES ADMIN<br>2760 PEACH ORCHARD RD.<br>BUILDING A<br>AUGUSTA, GA 30906 | BILL TO:<br>AUGUSTA, GEORGIA<br>ACCOUNTING DEPARTMENT, SUITE 800<br>535 TELFAIR STREET, MUNICIPAL BUILDING 1000<br>AUGUSTA, GA 30901-2379<br>(706) 821-2336<br><br>ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO<br>ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION. |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| ITEM # | QUANTITY | UNIT | PRODUCT ID | DESCRIPTION                                                                                                                                                                                                  | UNIT PRICE | AMOUNT    |
|--------|----------|------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| 0001   | 1        | LS   |            | DESIGN SERVICES TO PREPARE<br>CONSTRUCTION DOCUMENTS FOR<br>NEW RCCI FACILITY -<br>PHASE I AND 7 % OF<br>CONSTRUCTION COST<br><br>APPROVED BY COMMISSION<br>10/18/2022, ITEM #17<br><br>330-03-1340/52-12999 | 82,500.00  | 82,500.00 |

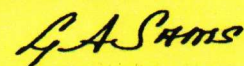
### CONDITIONS - READ CAREFULLY

1. The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor.
3. Payment will be made on complete shipments only, unless otherwise requested.
4. DELIVERY TICKET MUST ACCOMPANY GOODS.
5. No back orders. We will reorder if available.
6. Please make deliveries between 9 A.M. and 4 P.M.
7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
8. Indoor delivery if necessary.
9. Payment Net 30 or according to contract.

NET TOTAL.....

82,500.00

APPROVED FOR ISSUE



PROCUREMENT DIRECTOR

504

REQUISITIONER





March 29, 2024

**Ron Lampkin | Interim Director**

Augusta – Richmond County | Central Services Department  
2760 Peach Orchard Rd | Augusta, Georgia 30906

**Re: Design Amendment 01 – Topographical and Utilities SURVEY**  
22-272 New Richmond County Correctional Institute  
2314 Tobacco Road, Augusta, GA 30906

As discussed, and pursuant to section 4.1.2.2 of the Architectural Contract, IPG requests **Design Fee Amendment 01 for Supplemental services** to cover the costs of the Survey pursuant to the proposal below:

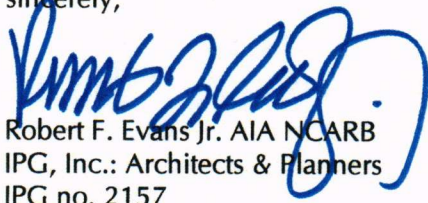
**1. EMC Engineering Services, Inc.** (*Augusta Chamber Member & Civil Engineer of Record for project.*)  
4424 Columbia Road Suite B  
Martinez, GA 30907

- a. **\$27,000.00** Topo and existing conditions survey -
- b. **\$13,500.00** Estimated budget for \*SUE (*Underground Utility Survey*)
- c. **\$ 2,025.00** IPG 5% Pass through and coordination
- \$42,525.00 TOTAL\***

*\*(Due to unknown access issues, their vendor would not give them a fixed fee. EMC has stated that they will try very hard to manage this estimate to be **at or below**; however, the project will dictate this in the end)*

Should you have additional questions, concerns or need clarification, please do not hesitate to call our office number at 229.242.3557.

sincerely,

  
Robert F. Evans Jr. AIA NCARB  
IPG, Inc.: Architects & Planners  
IPG no. 2157

**Office of the Administrator**

Takiyah A. Douse  
Interim Administrator

October 18, 2022

Mr. Ron Lampkin, Interim Director  
Central Services  
2760 Peach Orchard Road  
Augusta, GA 30906

Dear Director Lampkin:

At their meeting held on Tuesday, October 18, 2022, the Augusta, Georgia Commission, acted on the following items:

15. Approved the purchase of one 2022 Kubota SLV97-2 Compact Tracked Steer Loader at a total cost of \$77,295.00 to include the optional heavy duty rotary cutter attachment from J & B Tractor of Augusta, GA (Bid 22-264) for the Richmond County Sheriff's Office-Training Range.
17. Approved the award of contract RFQ 22-272 to prepare Construction Documents for construction of New RCCI to IPG, Incorporated – Architects & Planners of Valdosta, GA in the amount of \$82,500 for Phase I (preliminary design) and 7% of construction costs for Phase II.

If you have any questions, please contact me.


In Service,

A handwritten signature in blue ink, appearing to read "T. Douse".

Takiyah A. Douse  
Interim Administrator

TAD/nd



PROJECT NAME: Central Services Department  
 PROJECT NUMBER: SPL-OST VIII  
 DEPARTMENT HEAD: 

AUGUSTA-RICHMOND COUNTY GEORGIA  
 PURCHASING DEPARTMENT  
 REQUISITION

REQUISITION:  
 REQUISITION DATE: 1/13/2023  
 PURCHASE ORDER NUMBER:  
 PURCHASE ORDER DATE:

| ITEM NO                                      | DESCRIPTION                                                           | Quantity | NAME OF BIDDER                      |             | NAME OF BIDDER |             |
|----------------------------------------------|-----------------------------------------------------------------------|----------|-------------------------------------|-------------|----------------|-------------|
|                                              |                                                                       |          | VENDOR<br>PHONE NUMBER<br>QUOTED BY | RFQ #22-272 | Unit Price     | Total Price |
| 1                                            | Award of contract RFQ #22-272 to prepare construction documents for   | 1        | IPG, Inc.                           |             |                |             |
| 2                                            | construction of new RCCI for Phase I and 7% of construction costs for |          |                                     |             |                |             |
| 3                                            | Phase II                                                              |          |                                     |             |                |             |
| 4                                            |                                                                       |          |                                     |             |                |             |
| 5                                            |                                                                       |          |                                     |             |                |             |
| 6                                            |                                                                       |          |                                     |             |                |             |
| 7                                            |                                                                       |          |                                     |             |                |             |
| 8                                            |                                                                       |          |                                     |             |                |             |
| 9                                            | GL: 330031140/52.12999                                                |          |                                     |             |                |             |
| 10                                           | JL: 222056001/52.12999                                                |          |                                     |             |                |             |
| 11                                           |                                                                       |          |                                     |             |                |             |
| 12                                           |                                                                       |          |                                     |             |                |             |
| 13                                           |                                                                       |          |                                     |             |                |             |
| 14                                           |                                                                       |          |                                     |             |                |             |
| 15                                           |                                                                       |          |                                     |             |                |             |
| 16                                           |                                                                       |          |                                     |             |                |             |
| 17                                           |                                                                       |          |                                     |             |                |             |
| 18                                           |                                                                       |          |                                     |             |                |             |
| 19                                           |                                                                       |          |                                     |             |                |             |
| 20                                           |                                                                       |          |                                     |             |                |             |
| 21                                           |                                                                       |          |                                     |             |                |             |
| 22                                           |                                                                       |          |                                     |             |                |             |
| TOTAL BID                                    |                                                                       |          |                                     |             |                |             |
| SHIPPING CHARGES                             |                                                                       |          |                                     |             |                |             |
| DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER |                                                                       |          |                                     |             |                |             |





## Commission Meeting

May 7, 2024

IGSA Coliseum Authority 2024

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>       | Administrator's Office                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Presenter:</b>        | Takiyah A. Douse, Interim Administrator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Caption:</b>          | Motion to <b>approve</b> the renewal of the Intergovernmental Service Agreement between Augusta and the Augusta Richmond County Coliseum Authority in the amount of \$120,000. ( <b>Approved by Administrative Services Committee April 30, 2024</b> )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Background:</b>       | The Augusta Richmond County Coliseum Authority determined it is in their best interest to create a relationship in which parties shall seek government relations and federal lobbying services that are mutually beneficial of the Authority and Augusta, as the provision of these services will allow the parties to present a more comprehensive plan for the allocation of federal funds.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Analysis:</b>         | <p>The original agreement was executed November 2021 and upon the depletion of the original funds, was renewed by mutual agreement in 2022 and 2023. Results of the previous IGSA with the Coliseum Authority, through Clyburn Consulting, LLC, have yielded the following results:</p> <p>2021</p> <ol style="list-style-type: none"> <li>1) \$3,242,000 to address flooding issues (Rock Creek Basin – National Hills Drainage)</li> <li>2) \$3,888,000 for the Travis/Boykin Road Sewer and Waterline replacement</li> </ol> <p>2022</p> <ol style="list-style-type: none"> <li>1) \$4,093,000 for Storm Sewer Improvements</li> <li>2) \$1,000,000 for the Water Line Evaluation project</li> </ol> <p>2023</p> <ol style="list-style-type: none"> <li>1) \$1,500,000 for the Emergency Operations Center</li> </ol> |
| <b>Financial Impact:</b> | \$120,000 transfer to the Augusta Richmond County Coliseum Authority                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Alternatives:</b>     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Recommendation:</b>   | Motion to approve the renewal of the Intergovernmental Service Agreement between Augusta and the Augusta Richmond County Coliseum Authority in the amount of \$120,000.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

**Funds are available in the following accounts:**

N/A

**REVIEWED AND  
APPROVED BY:**

N/A

## INTERGOVERNMENTAL SERVICE AGREEMENT

This **INTERGOVERNMENTAL SERVICE AGREEMENT**, dated as of \_\_\_\_\_, 2024, by and between the Augusta-Richmond County Coliseum Authority (the “Authority”), a public corporation created and existing under the laws of the State of Georgia, and Augusta, Georgia (“Augusta”), a political subdivision created and existing under the laws of the State of Georgia;

### WITNESSETH:

**WHEREAS**, the Authority and Augusta have determined that it is in their best interest to create a relationship in which the Parties shall seek government relations and federal lobbying services; and

**WHEREAS**, such relationship is to the mutual benefit of the Authority and Augusta as the provision of these Services will allow the Parties to present a more comprehensive plan for the allocation of federal funds; and

**WHEREAS**, in a Meeting of the Augusta, Georgia Commission (the “Commission”) held on \_\_\_\_\_, 2024, the Commission authorized the transfer of one hundred and twenty thousand dollars (\$120,000.00) to the Authority for the purpose of coordinating the delivery of Services;

**NOW, THEREFORE**, for and in consideration of the promises and covenants hereinafter contained, the Parties hereby agree as follows:

**1. SERVICES.** The Authority will undertake to enter into such agreements as necessary to expand the above-referenced Services. The Authority does not guarantee the results of these Services or any federal funding as a result of these Services.

**2. FUNDS TRANSFER.** Upon the execution of this Agreement, Augusta shall transfer one hundred and twenty thousand dollars (\$120,000.00) to the account of the Authority to fund the Services described in paragraph 1 above.

**3. DURATION.** This Agreement shall become effective upon execution by the Parties and shall remain in place until such time as the transferred funds, in the amount of one hundred and twenty thousand dollars (\$120,000.00), are depleted. Upon the depletion of said funds, the Parties may mutually agree to renew this Agreement, in writing, and such renewal shall be contingent upon the additional funds being transferred between the Parties. Each subsequent renewal shall remain in place until such time that the additional funds have been depleted, and there shall be no limit on the number of renewals between the Parties; however, under no circumstances shall this Agreement extend beyond three (3) years from the date of execution, regardless of the availability of funding.

**4. COUNTERPARTS.** This Agreement may be executed in two (2) or more identical counterparts, which, when delivered, shall constitute one in the same instrument and shall be enforceable as if all Parties had executed a single document. To expedite the execution of this

Consent, the Parties agree that this Consent may be signed by hand or by electronic means on the signature line of this document. The Parties agree that all such signatures shall be fully binding and that the counterpart signatures may be transmitted by mail, hand delivery, email and/or by any other electronic method to the other party or counsel of record for the party and will have the same binding effect as any original ink signature. It is further agreed that this Consent shall be fully effective when signed by all Parties hereto.

**IN WITNESS WHEREOF**, the Authority has executed this Agreement by causing its name to be hereunto subscribed by its Chairman; and Augusta has executed this Agreement by causing its name to be hereunto subscribed by its Mayor; all being done as of the day and year first above written.

**AUGUSTA-RICHMOND COUNTY  
COLISEUM AUTHORITY**

**AUGUSTA, GEORGIA**

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

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

Attest: \_\_\_\_\_  
Lena J. Bonner, Clerk of Commission



## Commission Meeting

May 7, 2024

### Executive Recruitment

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|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | N/A                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Presenter:</b>                                     | N/A                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Caption:</b>                                       | Motion to <b>approve</b> asking the Interim Administrator to present to commissioners in their agenda books next week a written process regarding executive recruitment and to host a workshop concerning the selection of a director within the next 60 day relative to the Parks and Recreation Department Director recruitment. ( <b>Approved by Administrative Services Committee April 30, 2024</b> ) |
| <b>Background:</b>                                    | N/A                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Analysis:</b>                                      | N/A                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Financial Impact:</b>                              | N/A                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Alternatives:</b>                                  | N/A                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Recommendation:</b>                                | N/A                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Funds are available in the following accounts:</b> | N/A                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                                                                                                                                                                                                                                                        |



## Commission Meeting

May 7, 2024

**GDOT Amended FY24 Budget Item**

**Augusta Canal Pedestrian Bridge**

**File Reference: 24-014(A)**

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>       | Engineering & Environmental Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Presenter:</b>        | Dr. Hameed Malik, Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Caption:</b>          | Motion to <b>approve</b> and <b>authorize</b> Augusta Engineering to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance through GDOT FY2024 Local Road Assistance Administration (LRA) Funds for Proposed Augusta Canal Pedestrian Bridge. Also authorize Augusta Mayor to sign associated documents. /AE ( <b>Approved by Engineering Services Committee April 30, 2024</b> )                                                                                                                                                                                                                                       |
| <b>Background:</b>       | Georgia Legislators included \$500,000 in GDOT amended FY2024 budget for partially funding construction of Pedestrian Bridge over Augusta Canal in vicinity of Lake Warren. At present there is no connectivity to Canal Trail from River Watch side of the canal. The concept is to create a walking trail along recently dredged Lake Warren and connect it to Canal Trail (located at opposite bank of the canal) by constructing a pedestrian bridge over the Augusta Canal. Concept development and funding efforts are led by an Augusta State Representative. Completing this trail including bridge preliminary estimated cost is around \$2 million. |
| <b>Analysis:</b>         | Construction of proposed Trail provides the West Service Area of Augusta direct connectivity to the Augusta Canal Trail system. It will have beneficial quality of life and economic growth impact. Acceptance of GDOT allocated funds is the first step toward receiving other potential assistance from GDOT and maybe federal sources. Augusta Engineering supports the proposed trial and recommends acceptance of the allocated \$500,000.                                                                                                                                                                                                               |
| <b>Financial Impact:</b> | Augusta, GA will receive around \$500,000.00 from GDOT to be used for the proposed Augusta Canal Pedestrian Bridge. A local funding match is NOT required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Alternatives:</b>     | 1. No alternate proposed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Recommendation:</b>   | Approve and authorize Augusta Engineering (AEESD) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT through FY2024 Local Road Assistance Administration (LRA) Funds for Proposed Augusta Canal Pedestrian Bridge. Also authorize Augusta Mayor to sign associated documents.                                                                                                                                                                                                                                                                                                                           |

**Funds are available in** (Match NOT required)  
**the following accounts:**

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



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

April 2, 2024

Mr. Garnett L. Johnson, Mayor  
Augusta – Richmond County  
535 Telfair Street  
Augusta, Georgia 30901

RE: GDOT Amended FY24 Budget Item

Dear Mayor Johnson:

The approved amended fiscal year 2024 state budget added one time funding in the amount of \$500,000 to be used for the Augusta Canal Pedestrian Bridge.

GDOT will distribute this \$500,000 to Augusta – Richmond County with your Local Roads Administration (LRA) formula allocation. The \$500,000 is to be used for its intended purpose and this sum will be in addition to your LRA formula amount. Please include this \$500,000 in your LRA application submission.

If you have any questions or require additional information, please reach out to Mr. Bill Wright, Local Grants Administrator, at 404-347-0231 or [wwright@dot.ga.gov](mailto:wwright@dot.ga.gov).

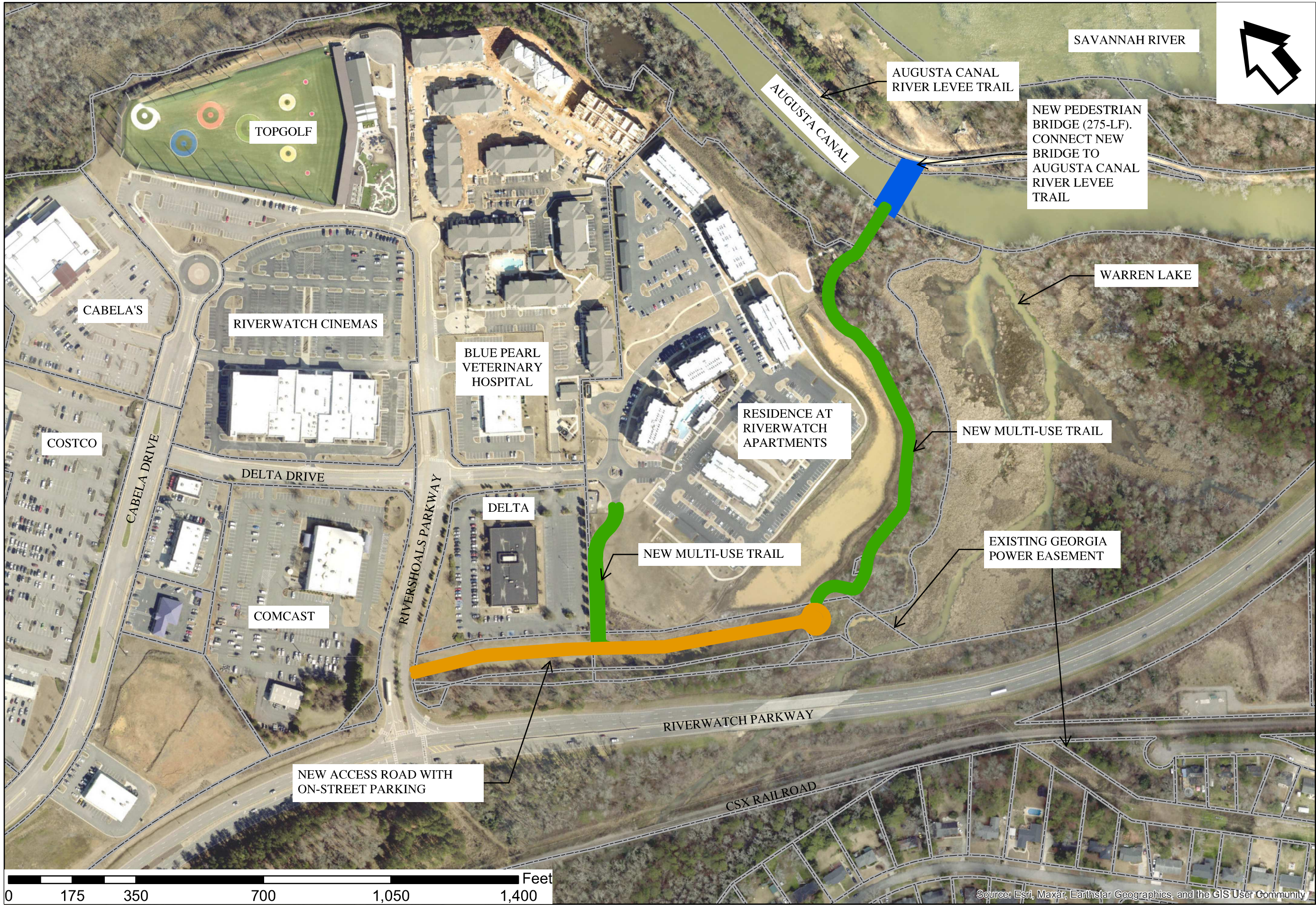
Sincerely,

A handwritten signature in blue ink that reads "Russell R. McMurry". The signature is fluid and cursive, with the first and last names being more prominent.

Russell R. McMurry, P.E.  
Commissioner

cc: The Honorable Harold Jones II, Georgia State Senate  
The Honorable Max Burns, Georgia State Senate  
The Honorable Mark Newton, Georgia House of Representatives  
The Honorable Karlton Howard, Georgia House of Representatives  
The Honorable Lynn Gladney, Georgia House of Representatives  
The Honorable Gloria Frazier, Georgia House of Representatives  
The Honorable Brian Prince, Georgia House of Representatives  
The Honorable Greg Morris, State Transportation Board  
Hameed Malik, Ph.D., P.E, Augusta Director of Engineering  
Corbett Reynolds, District Engineer  
Matthew Sammons, District 2 State Aid Coordinator





- Legend**
- Proposed Access Road
  - Proposed Multi-Use Trail
  - Proposed Pedestrian Bridge
  - Parcel Data

MAPPING SOURCE:  
Augusta-Richmond County GIS

RIVERWATCH MULTI-USE TRAIL AND CANAL PEDESTRIAN BRIDGE

CHECKED: WPM

DATE: 2/27/2023



2:29

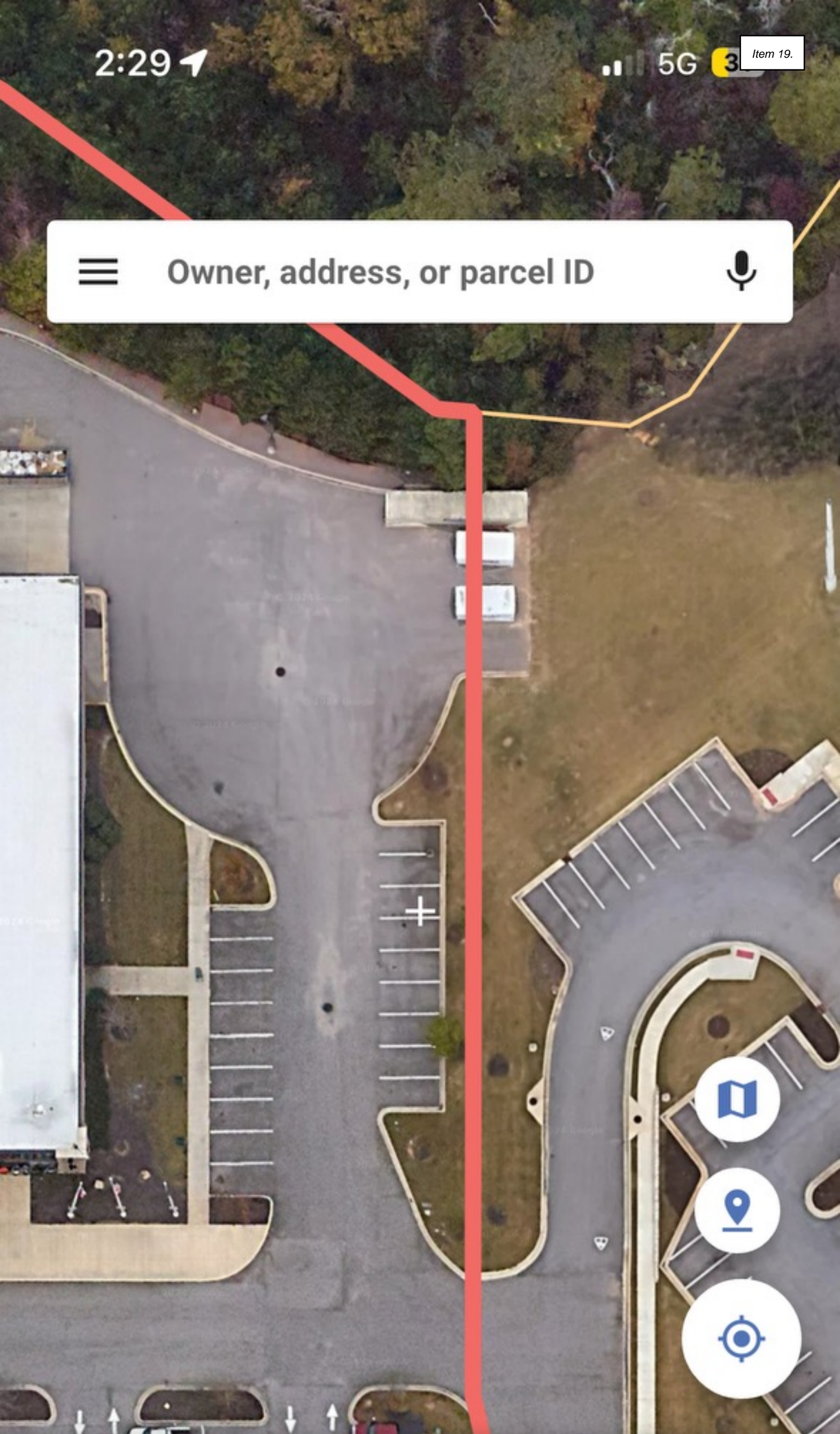
5G

3

Item 19.



Owner, address, or parcel ID



**STORE MASTER FUNDING XIII LLC**

Owner

**833 Cabela**

Address

**008-2-001-00-0**

Parcel ID



*Item 19.*



Augusta  
GEORGIA

518

**Print Date**  
Apr 9, 2024





## Commission Meeting

May 7, 2024

### Intergovernmental Agreement (IGA) between Augusta, Georgia & Burke County, GA Residential Waste Disposal at Augusta Deans Bridge Road MSW Landfill File Reference: 24-014(A)

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>       | Engineering & Environmental Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Presenter:</b>        | Dr. Hameed Malik, Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Caption:</b>          | Motion <b>approve</b> and <b>authorize</b> Mayor to renew & execute intergovernmental agreement (IGA), at the discretion of the Augusta Law Department, between Augusta, Georgia and the Burke County, Georgia (County) to allow the County residential solid waste disposal at the Augusta Deans Bridge Road MSW Landfill at a waste disposal special unit rate.<br><b>/AE(Approved by Engineering Services Committee April 30, 2024)</b>                                                                                                                                                                                                                                                                     |
| <b>Background:</b>       | There is an existing agreement for the Burke County (County) residential waste disposal at the Augusta Deans Bridge Road MSW landfill at a special rate of \$23.50. Augusta, Georgia (Augusta) and Burke County (County) entered into an intergovernmental agreement (IGA) in 2018. The IGA was executed by the Augusta Mayor on October 12, 2018. Initial term of this IGA was five years. In 2023 Augusta Commission approved the waste disposal new rate structure and Burke County agreed to pay a higher unit fee per the new rate structure. Hence execution of new the IGA is warranted for continuity of the IGA term beyond five years and officially set the new rate for the County waste disposal. |
| <b>Analysis:</b>         | Execution of the IGA provides continuity of the working partnership with the neighboring Burke County. It also sets new term and rate for the next five-year period ending June 30, 2028. Burke County agreed to pay \$6.60/ton unit rate increase; new unit rate is set at \$30.10/ton. Augusta Deans Bridge Road has received the County waste since 2018 and continuity of receiving this waste at the Deans Bridge Road MSW Landfill (landfill) will not create new environmental impact or regulatory compliance requirements at the landfill.                                                                                                                                                            |
| <b>Financial Impact:</b> | Action impact is positive since there is increase in unit rate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives:</b>     | 1. No alternate proposed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Recommendation:</b>   | Approve and authorize Mayor to renew & execute intergovernmental agreement (IGA), at the discretion of the Augusta Law Department, between Augusta, Georgia and the Burke County (County) to allow the County residential solid waste disposal at the Augusta Deans Bridge Road MSW Landfill at waste disposal special unit rate. /AE                                                                                                                                                                                                                                                                                                                                                                          |

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

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

# INTERGOVERNMENTAL AGREEMENT

## BETWEEN

AUGUSTA, GEORGIA

## AND

BURKE COUNTY, GEORGIA

1. Parties: This Intergovernmental Agreement (hereinafter referred to as "Agreement") is made and entered into by and between Augusta, a political subdivision of the State of Georgia, acting by and through the Augusta Environmental Services Department (hereinafter referred to as "Augusta"), and Burke County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "Burke County").
2. Purpose: The purpose of this Agreement is to establish the terms and conditions under which Augusta shall permit Burke County to utilize the Augusta Landfill located at 4330 Deans Bridge Rd, Blythe, Georgia for the disposal of waste generated within the incorporated areas of Burke County.
3. Terms: This Agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this Agreement and shall remain in effect until June 30, 2028. This Agreement may be terminated, without cause, by either Party upon thirty (30) days written notice, which notice shall be delivered by hand or by mail to the address listed in Section 6 below.
4. Payment: The Parties agree that that Augusta shall allow Burke County to dispose of its waste in the Augusta Landfill at the non-profit rate of thirty dollars and ten cents (\$30.10) per ton. Augusta shall provide an invoice to Burke County on a monthly basis. Burke County shall remit payment to the Augusta Environmental Services Department for the invoiced amount within thirty (30) days of receipt of the invoice.
5. General Provisions
  - A. Amendments. Any Party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement, which are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all Parties to this Agreement.
  - B. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Georgia.
  - C. Authority Granted and Chain of Command. The Burke County Administrator and the Augusta, Georgia Administrator, acting through the Augusta Engineering & Environmental Services Department Director, are authorized to coordinate the planning, exercise, execution and operation of the terms of this Agreement. Unless otherwise provided by law, ordinance, resolution, or this Agreement, the above-mentioned individuals do not have the authority to commit funds of either governing body without proper approval thru their respective organizations.

- D. Entirety of Agreement. This Agreement consists of the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
  - E. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in effect, and either Party may renegotiate the terms affected by the severance.
  - F. Sovereign Immunity. Augusta and Burke County, and their respective governing bodies do not waive any sovereign immunity by entering into this Agreement. Each entity fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
  - G. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement; to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement; or to bring an action for the breach of this Agreement.
6. Notices. Any notice require to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered, or made only if personally delivered or if sent by Federal Express or other comparable commercial overnight service or express mail (in each case for delivery on the next business day) addressed to each other Party at the addresses set forth below (or to such other address as any particular Party may designate for notices to it or each other Party from time to time by written notice), and shall be deemed to have been given, rendered, or made on the day so delivered or on the first business day after having been deposited with the courier service or the United States Postal Service:

If to Augusta: Augusta, Georgia  
Office of the Mayor  
535 Telfair Street, Suite 200  
Augusta, Georgia 30901

With copy to: Augusta, Georgia  
Office of the Administrator  
535 Telfair Street, Suite 910  
Augusta, Georgia 30901

Augusta Engineering & Environmental Services Department  
4330 Deans Bridge Road  
Blythe, Georgia 30805

If to Burke County: Burke County Board of Commissioners  
P.O. Box 89  
Waynesboro, GA 30830

**[SIGNATURES ON THE FOLLOWING PAGE]**



IN WITNESS WHEREOF, the Parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein. The effective date of this Agreement is the date of the signature last affixed to this page.

**AUGUSTA, GEORGIA**

\_\_\_\_\_  
Garnett L. Johnson, Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Lena J. Bonner, Clerk of Commission

**BURKE COUNTY, GEORGIA**

Terri Lodge Kelly  
Terri Lodge Kelly, Chairman

2/13/24  
Date

Attest: Merv Waldrop  
Merv Waldrop, Clerk



**Augusta Solid Waste Landfill Waste Disposal**  
**Rates Effective April 1, 2023**

| WASTE TYPE                                         | PRICE     | UNIT OF MEASURE |
|----------------------------------------------------|-----------|-----------------|
| <b>WASTE AND RECYCLING FEES</b>                    |           |                 |
| <b>Municipal Solid Waste &amp; Special Waste</b>   |           |                 |
| 0 to 1,999 Ton Per Month                           | \$40.30   | Per Ton         |
| 2,000 to 3,999 Ton Per Month                       | \$36.30   | Per Ton         |
| 4,000 to 7,999 Ton Per Month                       | \$33.30   | Per Ton         |
| Greater than 8,000 Ton Per Month                   | \$30.30   | Per Ton         |
| <b>Non-Profit MSW</b>                              | \$30.10   | Per Ton         |
| <b>Construction &amp; Debris</b>                   | \$32.70   | Per Ton         |
| <b>Inert Waste</b>                                 | \$22.40   | Per Ton         |
| <b>Asbestos</b>                                    | \$25.80   | Cubic Yard      |
| <b>Tires 17 inches or smaller</b>                  | \$3.00    | Each Tire       |
| <b>Tires Larger than 17 inches</b>                 | \$8.00    | Each Tire       |
| <b>Tires by the Truck Load</b>                     | \$180.00  | Per Ton         |
| <b>Loads Weighting <u>Less Than 6,000 lbs.</u></b> | \$5.00    | Occurrence      |
| <b>Recycling - Free</b>                            | \$0.00    | Per Ton         |
| <b>3 Household Bags or Less</b>                    | No Charge | Occurrence      |



## Commission Meeting

May 7, 2024

**GDOT Local Road Assistance Administration Funds (LRA)  
LMIG FY2024 Supplemental Local Maintenance and Improvement Grant (LMIG)-  
File Reference: 24-014(A)**

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>       | Engineering & Environmental Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Presenter:</b>        | Dr. Hameed Malik, Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Caption:</b>          | Motion to <b>approve</b> and <b>authorize</b> Augusta Engineering (AEESD) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT Local Road Assistance Administration (LRA) Funds through Local Maintenance and Improvement Grant (LMIG) FY2024 Supplemental for Road Improvements & maintenance projects (Listed under Financial Impact Section). Also authorize Augusta Mayor to sign GDOT E-Verify affidavit and LMIG Submittal Cover Letter as need arises.<br><b>/AE(Approved by Engineering Services Committee April 30, 2024)</b> |
| <b>Background:</b>       | Georgia Governor and the Legislators included \$250 million in LRA funds in the amended fiscal year 2024 budget. The LRA funds will be administered and distributed using GDOT LMIG application system. LRA funds will require No local match. LRA funds will be used to supplement local projects for road improvements and road resurfacing efforts based on priority. Augusta is eligible to receive approximately \$3.1M under LRA allocation in state FY2024 amended budget.                                                                                                          |
| <b>Analysis:</b>         | GDOT/State financial assistance is critical for addressing roadway infrastructure improvements and maintenance needs quickly. LRA financial assistance is in addition to this year's GDOT LMIG funds provided by GDOT earlier. Funds will be used for paving additional roads.                                                                                                                                                                                                                                                                                                             |
| <b>Financial Impact:</b> | Augusta, GA /Augusta Engineering will receive around \$3,138,227.64 as GDOT FY24LMIG Supplemental. A local funding match NOT required. The following additional roads will be added to the 2024/2025 road resurfacing letting:<br>i) Central Avenue, ii) Pine Ridge Drive (N & E), and iii) Forrest Road. Additional road resurfacing will be added if there is saving in contracted work for listed improvements or additional funding becomes available.                                                                                                                                 |
| <b>Alternatives:</b>     | 1. Do not approve and lose FY2024 LRA Funds that are designated for Augusta, Georgia.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Recommendation:</b>   | Approve and authorize Augusta Engineering (AEESD) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT Local Road Assistance                                                                                                                                                                                                                                                                                                                                                                                                           |

Administration (LRA) Funds through Local Maintenance and Improvement Grant  
FY2024 Supplemental for Road Improvements & maintenance projects (Listed under  
Financial Impact Section). Also authorize Augusta Mayor to sign GDOT E-Verify affidavit and  
LMIG Submittal Cover Letter as need arises. /AE

**Funds are available in** Match NOT required  
**the following accounts:**

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

May 7, 2024

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

Subject: Local Road Assistance Administration (LRA) Funds  
FY 2024 State Local Maintenance and Improvement  
Grant (LMIG) Application-Supplemental  
File Reference: 24-014(A)

Dear Mr. Wright:

Please find enclosed Augusta, GA Local Maintenance and Improvements Grant (LMIG)  
Application-FY2024 Supplemental for receiving FY 2024 LRA funds.

Contact information for questions concerning this submittal is listed below:

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

Sincerely,

Garnett L. Johnson  
Mayor

Attachment: LMIG Application FY2024 Supplemental-Local Government Affidavit

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

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT  
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2024 SUPPLEMENTAL  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, Hameed Malik, PE (Name), the Engineering & Env. Services Director (Title), on behalf of Augusta, Georgia (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a project shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

46923

E-Verify Number

\_\_\_\_ (Signature)

Sworn to and subscribed before me,

Garnett L. Johnson (Print)

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Mayor / Commission Chairperson

In the presence of:

\_\_\_\_ (Date)

NOTARY PUBLIC

**LOCAL GOVERNMENT SEAL:**

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

**NOTARY PUBLIC SEAL:**

LMIG FY2024 Supplemental PROJECT REPORT  
COUNTY / CITY           RICHMOND/AUGUSTA          

| ROAD NAME                | BEGINNING               | ENDING         | LENGTH<br>(Miles) | DESCRIPTION OF WORK | PROJECT COST   | PROJECT LET<br>DATE |
|--------------------------|-------------------------|----------------|-------------------|---------------------|----------------|---------------------|
| Central Ave.             | 15 <sup>th</sup> Street | Highland Ave   | Approx. 2.1       | Roadway Resurfacing | \$2,956,511.75 | September 2024      |
| Pine Ridge Drive (N & E) | Broad Road              | Dead End       | Approx. 1.7       | Roadway Resurfacing | \$1,069,299.69 | September 2024      |
| Forrest Road             | Pine Ridge Dr N         | Fairbluff Road | Approx. 1.2       | Roadway Resurfacing | \$754,799.78   | September 2024      |
|                          |                         |                |                   |                     |                |                     |
|                          |                         |                |                   |                     |                |                     |
|                          |                         |                |                   |                     |                |                     |





## Commission Meeting

May 7, 2024

### Funding Allocation Revision

Highland Ave. Bridge Repair & Restoration over CSX Railroad and  
Walton Way over Hawks Gully Bridge Maintenance Repairs-TIA Projects  
TIA Project Number: RC07-000118/PI#0011390 & RC07-001214/PI#0011416

Bid Item: 22-281A

File Reference: 24-014(T)

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b> | Engineering & Environmental Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Presenter:</b>  | Dr. Hameed Malik, Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Caption:</b>    | Motion to <b>approve</b> Revision to Funds Allocation of Construction Contract to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$3,585,500.70 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects. Also authorize and approve reallocating TIA-Discretionary Recaptured \$768,191.70 from Highland Ave, Bridge over CSX to 13th Street Improvements Project. AE/RFP 22-281A. <b>(Approved by Engineering Services Committee April 30, 2024)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Background:</b> | <p>On March 29, 2023, Augusta Commission approved funding for The Highland Ave. Bridge Repair and Restoration over CSX Railroad and Walton Way over Hawks Gully Bridge Repair and Restoration projects and awarded the construction contact to Kiewit Infrastructure (Kiewit). Both projects are TIA Band 3 projects. The improvements consist of the structure cleaning, repair, restoring bridge structure, and increase structural integrity.</p> <p>13th Street Improvements are also TIA Band 3 projects and under construction. Several unknown subsurface utilities conflicts were encountered during construction resulting in construction cost escalation. In addition, the bridge over Augusta Canal walls repairs warranted additional stabilization and added to the overall cost. Augusta Engineering requested GDOT funds assistance to cover TIA Band 3 selected projects cost escalation. Hence, GDOT provided an additional \$800,000 to supplement construction cost of Highland Ave Bridge over CSX project. It provided a mechanism to reallocate previously allocated TIA-Discretionary funds from this project to 13<sup>th</sup> Street Project to offset utilities conflicts and unforeseen work cost.</p> |
| <b>Analysis:</b>   | Highland Ave. Bridge Repair and Restoration over CSX Railroad and Walton Way over Hawks Gully Bridge Repair and Restoration projects are under construction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

Revision to funding allocation and funds sources will not have any impact on project delivery or improvements construction. Meantime requested revision to funds allocation will enable Augusta Engineering to cover cost of unforeseen conditions encountered during construction of improvements at the 13<sup>th</sup> Street Project.

**Financial Impact:**

Funds are available in Projects TIA funds (Highland Ave=\$2,051,049 & \$800,000, and Walton Way=\$664,304) and TIA-Discretionary (\$101,956).

**Alternatives:**

No alternate proposed

**Recommendation:**

Approve Revision to Funds Allocation of Construction Contract to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$3,585,500.70 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects. Also authorize and approve reallocating TIA-Discretionary Recaptured \$768,191.70 from Highland Ave, Bridge over CSX to 13<sup>th</sup> Street Improvements Projects. AE/RFP 22-281A  
371041110-54.14110 / T20040118-54.14110 - Project TIA Funds

**Funds are available in the following accounts:**

(\$2,715,353.00+\$800,000), and

236041110-54.14110 / T23045003-54.14110 TIA-Discretionary (\$101,956)

**REVIEWED AND  
APPROVED BY:**

HM/SR



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

Item 22.

Dr. Hameed Malik, P.E., Director of Engineering  
City of Augusta  
452 Walker St, Suite 110  
Augusta, Georgia 30901

**SUBJECT: TIA Budget Additional Funds PI# 0011390, Highland Avenue over CSX Railroad**

Dr. Malik:

The Department is in response to your letter requesting additional TIA funds due to inflation for the above referenced project. After review of the projects initial TIA budget and projected tax collections for TIA, the TIA Office has agreed to add additional funds to the TIA budget. This additional TIA funding will result in the following TIA budget revisions:

| PI #    | Project                                  | Current TIA Budget | Additional TIA Funds | Revised TIA Budget |
|---------|------------------------------------------|--------------------|----------------------|--------------------|
| 0011390 | <b>Highland Avenue over CSX Railroad</b> | \$2,278,521        | \$800,000            | \$3,078,521        |

A Supplemental Agreement to revise the TIA funding will be submitted electronically for execution. Items reimbursed by TIA will be limited to items needed to complete the original project scope.

Should you have any questions, or need additional information, please contact Jeramy Durrence at 404-694-6545 or by email at [jdurrence@dot.ga.gov](mailto:jdurrence@dot.ga.gov).

Sincerely,

*Jeramy Durrence for*

Kenneth Franks,  
State TIA Administrator

KKF:JPD

Cc: Dan Bodycomb, TIA Program Manager  
Tony Collins, TIA Construction Manager  
Bobby Adams, TIA Procurement Administrator  
Project File

**Office of the Administrator**

Takiyah A. Douse  
Interim Administrator

March 29, 2023

Dr. Hameed Malik, Director  
Engineering and Environmental Services Department  
452 Walker Street, Suite 110  
Augusta, GA 30901

Dear Dr. Malik:

At their meeting held on Wednesday, March 29, 2023, the Augusta, Georgia Commission, acted on the following items:

15. Approved the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT Geotech) Services contract in the amount of \$384,415.00 for Greene Street Improvements Project. MEG assigned to Greene Street construction. RFP 19-179 / Requested by Engineering.
16. Approved award of Construction Contract to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$3,585,500.70 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects, subject to receipt of signed contracts and proper bonds. ITB 22-281A / requested by Engineering.
19. Approved \$1,800,000 for continue the funding for the current On-Call Augusta Infrastructure Routine Maintenance- Storm Drainage, Sidewalks, Street Lighting and Concrete Work Contract to Blair Construction Inc., Beams Contracting Inc., Larry McCord, LLC, Horizon Construction & Associates, and J & B Construction and Services Inc. requested by Engineering. RFP 21-155
20. Approved Supplement funding to Goodwyne, Mills & Cawood (GMC) for SA 1 in the amount of \$65,721.00 and SA2 in the amount of \$78,666.00 for a total of \$144,387.00 for the 13th Street & Telfair Street Improvements TIA Projects Construction Phase Services (CEI). Requested by Engineering / RFP 18-266

If you have any questions, please contact me.

In Service,

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

Takiyah A. Douse  
Interim Administrator

TAD/nd



### Commission Meeting

March 29, 2023

Highland Ave. Bridge Repair & Restoration over CSX Railroad and  
Walton Way over Hawks Gully Bridge Maintenance Repairs-TIA Projects  
TIA Project Number: RC07-000118/PI#0011390 & RC07-001214/PI#0011416

Bid Item: 22-281A

File Reference: 23-014(T)

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|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>       | Engineering & Environmental Services                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Presenter:</b>        | Hameed Malik, Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Caption:</b>          | Approve award of Construction Contract to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$3,585,500.70 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects, subject to receipt of signed contracts and proper bonds. ITB 22-281A / requested by Engineering                                                                                                                    |
| <b>Background:</b>       | The Highland Ave. Bridge Repair and Restoration over CSX Railroad and Walton Way over Hawks Gully Bridge Repair and Restoration projects are from the "Approved Investment List" of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. Both projects are Band 3 projects. The improvements consist of repair, restoring bridge structure, and increase structural integrity. The project will also address any spalls, severe cracking and cleaning the structure. |
| <b>Analysis:</b>         | <p>Bids were received on December 15, 2022 and were evaluated based on criteria outlined in Bid document. Kiewit being the low responsible bidder. Following contractors submitted Bids.</p> <ol style="list-style-type: none"> <li>1. E R Snell Contractor, Inc. (\$4,839,319.19)</li> <li>2. Kiewit Infrastructure South Co. (\$3,953,154.70)</li> </ol>                                                                                                                               |
| <b>Financial Impact:</b> | Funds are available in Projects TIA funds (Highland Ave=\$2,051,049 & Walton Way=\$664,304) and TIA-Discretionary (\$870,147.70).                                                                                                                                                                                                                                                                                                                                                        |
| <b>Alternatives:</b>     | No alternate proposed                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Recommendation:</b>   | Approve award of Construction Contract to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$3,585,500.70 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects, subject to receipt of signed contracts and proper bonds. RFP 22-281A / requested by Engineering                                                                                                                    |

**Funds are available in** (\$2,715,353.00) 371-041110-54.14110 – T20040118-54.14110 - Project  
**the following accounts:** TIA Funds and

(\$870,147.70) 235-041110.54.14110 - TIA-Discretionary

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

HM/SR

Engineering &amp; E

|                              |
|------------------------------|
| Highland Ave over CSX Bridge |
|------------------------------|

**Entering into Construction Agreement with  
over CS.**

6/1/2023

2024-2026

CST

3,078,521

| Funding |  |
|---------|--|
|---------|--|

TIA

2,051,049

800,000

2,851,049

| Expenditures                |     |
|-----------------------------|-----|
| 1. Salaries and wages       | 100 |
| 2. Social security taxes    | 10  |
| 3. Federal income taxes     | 10  |
| 4. State income taxes       | 10  |
| 5. Local income taxes       | 10  |
| 6. Property taxes           | 10  |
| 7. Sales taxes              | 10  |
| 8. Excise taxes             | 10  |
| 9. Other taxes              | 10  |
| 10. Interest on debt        | 10  |
| 11. Other interest          | 10  |
| 12. Depreciation            | 10  |
| 13. Amortization            | 10  |
| 14. Other non-cash expenses | 10  |
| 15. Total                   | 100 |

Object Code

54.14110

2,051,049

54.14110

800,000

54.14110

-

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\_\_\_\_\_

2,851,049



**Environmental Services**

**Bridge Repair & Restoration - PI 11390**

1 Kiewit Infrastructure South Co for Highland Ave  
X project (TIA)

| TIA Discretionary | TOTAL     |
|-------------------|-----------|
| -                 | 2,051,049 |
| -                 | 800,000   |
| 768,192           | 768,192   |
| (768,192)         | (768,192) |
| -                 | -         |
| (0)               | 2,851,049 |

|           |           |
|-----------|-----------|
| -         | 2,051,049 |
| -         | 800,000   |
| 768,192   | 768,192   |
| (768,192) | (768,192) |
| -         | -         |
| -         | -         |
| -         | -         |
| -         | -         |
| -         | -         |
| -         | -         |
| -         | 2,851,049 |
| (0)       | (0)       |



## Commission Meeting

May 7, 2024

RFQ #23-263: Task Order Program (2023) for Water & Sewer Infrastructure for the Utilities Department

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Utilities Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Presenter:</b>                                     | Wes Byne, Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Caption:</b>                                       | Motion to <b>approve</b> RFQ #23-263: Task Order Program (2023) for Utilities Department in the amount of \$4,000,000.00 for execution by Beam's Construction, Inc.; Blair Construction, Inc.; Garnto Southern Construction, Inc.; Gearig Civilworks, LLC; BD Garner Sitework; CBH Excavation; Quality Plus Services and Shockley Plumbing as qualified and selected contractors. The term of the contract is for one (1) year with the option to extend for 4 additional one year terms. <b>(Approved by Engineering Services Committee April 30, 2024)</b> |
| <b>Background:</b>                                    | The intent of this solicitation is to establish a pool of qualified contractors from which Augusta Utilities will solicit expedited bids for work throughout Augusta and Fort Eisenhower. The types of work anticipated for the Task Order Program are emergency repairs or smaller construction projects that require resources beyond those of the Department. Larger projects would still be bid in the normal fashion. The purpose of the Task Order Program is to solicit competitive bids from the pool as projects arise.                             |
| <b>Analysis:</b>                                      | The intent of this solicitation is to establish a pool of qualified contractors from which Augusta Utilities will solicit expedited bids for work throughout Augusta and Fort Eisenhower. The types of work anticipated for the Task Order Program are emergency repairs or smaller construction projects that require resources beyond those of the Department. Larger projects would still be bid in the normal fashion. The purpose of the Task Order Program is to solicit competitive bids from the pool as projects arise.                             |
| <b>Financial Impact:</b>                              | The funds available for this program are \$4,000,000.00. These funds are available from account: 507043490-5425410 / 88886666-5425410                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Alternatives:</b>                                  | Rejection of this RFQ Contractor Selection would delay the Utilities Department's ability to execute planned and emergency repairs of the water/sewer infrastructure system throughout Augusta-Richmond County.                                                                                                                                                                                                                                                                                                                                              |
| <b>Recommendation:</b>                                | AUD recommend approve for RFQ #23-263: Task Order Program (2023) for Utilities Department in the amount of \$4,000,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Funds are available in the following accounts:</b> | Funds are available in the following account: 507043490-5425410 / 88886666-5425410                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**REVIEWED AND  
APPROVED BY:**

N/A

Item 23.

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STATE OF GEORGIA  
RICHMOND COUNTY

MAJOR PROJECTS

TASK ORDER PROGRAM AGREEMENT  
BETWEEN  
AUGUSTA, GEORGIA  
AND  
CONTRACTOR

CONTRACTOR:

PROJECT: TASK ORDER PROGRAM

DATE EXECUTED:

DATE COMPLETED:

---

STATE OF GEORGIA  
RICHMOND COUNTY

MAJOR PROJECTS

TASK ORDER PROGRAM AGREEMENT  
BETWEEN  
AUGUSTA, GEORGIA  
AND  
CONTRACTOR

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called "AUGUSTA" and \_\_\_\_\_, a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR."

WHEREAS, AUGUSTA desires to engage qualified licensed contractors to furnish services for:

**Task Order Program**

WHEREAS, the CONTRACTOR has represented to AUGUSTA that it is qualified, licensed, ready and able to perform the Work in connection with this task order program, and AUGUSTA has relied upon such representation.

Furthermore, the CONTRACTOR shall perform and furnish all the materials, labor, equipment, and other things necessary for each Task Order at the locations identified in the Task Order, in accordance with the Contract Documents as defined by the General and Special Conditions hereto attached, which are hereby made a part of this agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between AUGUSTA and the CONTRACTORS that:

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CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**TASK ORDER PROGRAM SERVICES**

Augusta, Georgia

The Honorable Garnett L Johnson, Mayor

Commissioners:

Jordan Johnosn  
Stacy Pulliam  
Catherine Smith McKnight  
Alvin Mason  
Bobby Williams  
Tony Lewis  
Sean Frantom  
Brandon Garrett  
Francine Scott  
Wayne Guilfoyle

Wes Byne  
Director, Augusta Utilities Department

Augusta Utilities Department  
452 Walker Street, Suite 200  
Augusta, GA 30901

DATE

\_\_\_\_\_, 2024

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## CONTENTS

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SECTIONTITLE

|              |                               |
|--------------|-------------------------------|
| IB           | Instructions to Bidders       |
| NA           | Notice of Award               |
| NP           | Notice to Proceed             |
| CO           | Change Order                  |
| BB           | Bid Bonds                     |
| PB           | Performance and Payment Bonds |
| A            | Agreement                     |
| Attachment A | Scope of Services             |
| Attachment B | Compensation                  |
| Attachment C | Listing of Key Personnel      |

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## GENERAL CONDITIONS

### ARTICLE 1--DEFINITIONS

Wherever used in this Agreement or in other Contract Documents, whether in the singular or in the plural, the following terms shall have the following meanings:

Addenda-Any changes, revisions or clarifications of the Contract Documents which have been duly issued by AUGUSTA to prospective Bidders prior to the time of opening of Bids.

Agreement-The written agreement between AUGUSTA and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Agreement Execution - means the date on which CONTRACTOR executes and enters into an Agreement with AUGUSTA to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONTRACTOR under this Agreement.

Application for Payment-The form accepted by PROJECT MANAGER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

AUGUSTA -means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

Bid-The offer or proposal of the bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

Bonds-Bid, performance and payment bonds and other instruments of security furnished by CONTRACTOR and its Surety in accordance with the Contract Documents.

Change Order-- A document recommended by PROJECT MANAGER, which is signed by CONTRACTOR and AUGUSTA, and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Documents- All documents which define the scope of the project, including but not limited to, this Agreement, task orders, specifications, advertisement for bids, instructions to bidders, the bid, the proposal, bonds, general conditions, special conditions, insurance and technical specifications.

Contract Price-The moneys payable by AUGUSTA to CONTRACTOR under the Contract Documents as stated in the Agreement and/or Task Orders

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

CONTRACTOR - means the party or parties contracting directly with AUGUSTA to perform Work pursuant to this Agreement.

Day-Either a working day or calendar day as specified in the bid documents. If a calendar day shall fall on a legal holiday, that day will be omitted from the computation. Legal Holidays: New Year's Day, Martin Luther King Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day and the following Friday, and Christmas Day.

Defective- An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to PROJECT MANAGER's recommendation of final payment, unless responsibility for the protection thereof has been assumed by AUGUSTA at Substantial Completion.

Drawings-The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by PROJECT MANAGER and are referred to in the Contract Documents.

Effective Date of the Agreement-The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the Mayor of Augusta, Georgia.

Field Order-A written order issued by PROJECT MANAGER that modifies Drawings and Specifications, but which does not involve a change in the Contract Price or the Contract Time.

Laws or Regulations-Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award-The written notice by AUGUSTA to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, AUGUSTA will sign and deliver the Agreement.

Notice to Proceed-A written notice given by PROJECT MANAGER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents and/or the Task Orders.

PROJECT MANAGER-The professional in charge serving Augusta with architectural or engineering and inspection services, their successor, or any other person or persons, employed by Augusta, for the purpose of directing or having in charge the work embraced in this Contract.

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Specifications-Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONTRACTOR or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Substantial Completion-The Work (or a specified part thereof) has progressed to the point where, in the opinion of PROJECT MANAGER as evidenced by PROJECT MANAGER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it is intended, or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplemental Agreement - means a written order to CONTRACTOR signed by AUGUSTA and accepted by CONTRACTOR, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONTRACTOR. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, and furnishing documents all as required by the Contract Documents. Work includes services as may be more specifically defined in the Task Orders, assigned to or undertaken by CONTRACTOR under this Agreement.

Work Change Directive-A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by AUGUSTA and recommended by PROJECT MANAGER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed. A Work Change Directive may not change the Contract Price or the Contract Time but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in within this Agreement.

Written Amendment-A written amendment of the Contract Documents, signed by AUGUSTA and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

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## **ARTICLE 2 – PRELIMINARY MATTERS**

CONTRACTOR, as a licensed Contractor, has entered in this Agreement with AUGUSTA to provide services, consisting of, but not limited to the installation, maintenance and/or repair of potable water and sanitary sewer lines, including all appurtenances, and services as may be more specifically defined in the various task orders, for the Task Order Program Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

### ***Copies of Documents:***

2.1. After the award of the Contract and/or assignment to work Emergency projects, AUGUSTA may furnish CONTRACTOR, upon request, at no cost, one (1) complete set of the Contract Documents for execution of the work. Additional sets of the project manual and drawings and/or individual pages or sheets of the project manual or drawings will be furnished by AUGUSTA upon CONTRACTOR's request and at CONTRACTOR's expense, which will be AUGUSTA's standard charges for printing and reproduction.

### ***Contract Time, Notice to Proceed:***

2.2. The Contract Time shall commence at selection by AUGUSTA of CONTRACTOR as Task Order Program Contractors and execution of this Agreement.

### ***Starting the Project:***

2.3. CONTRACTOR shall begin the Work on the date the Contract Time commences, as designated per the Notice to Proceed and/or assignment to work Emergency projects. No Work shall be done prior to the date on which the Contract Time commences. Any Work performed by CONTRACTOR prior to date on which Contract Time commences shall be at the sole risk of CONTRACTOR.

### ***Before Starting Construction:***

2.4. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to PROJECT MANAGER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from PROJECT MANAGER before proceeding with any Work affected thereby. CONTRACTOR shall be liable to AUGUSTA for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if CONTRACTOR knew or reasonably should have known thereof.

---

2.5. Within ten days after the Notice to Proceed and/or assignment to work Emergency projects (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to PROJECT MANAGER and AUGUSTA for review:

2.5.1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work, if requested by PROJECT MANAGER:

2.5.2. A preliminary schedule of Shop Drawing and Sample submissions, and

2.5.3. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission

***Pre-construction Conference:***

2.6. Before any Work at the site is started, a conference may be held and attended by CONTRACTOR, AUGUSTA, PROJECT MANAGER and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in 2.5 as well as procedures for handling Shop Drawings and other submittals, processing applications for payment and maintaining required records.

DRAFT

## **ARTICLE 3 – CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE**

### **3.1 List of Documents**

The Agreement, the Attachments, the General Conditions, the Special Conditions, the Procurement RFQ/Bid package documents, any Supplemental Written Agreements, including Task Orders shall constitute the Agreement Documents (the “Agreement”).

### **Conflict and Precedence**

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement – Including Attachments
2. General Conditions
3. Supplemental Conditions – Including Task Orders
4. Procurement RFQ/Bid package documents

### **3.2 Intent:**

1. The Contract Documents comprise the entire agreement between AUGUSTA and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of Georgia.

2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be supplied whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning.

3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in 3.6 or 3.7, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation). Clarifications and interpretations of the Contract Documents shall be issued by PROJECT MANAGER as provided for within this Agreement.



4. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

5. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to within this Agreement, CONTRACTOR shall so report to PROJECT MANAGER in writing at once and before proceeding with the Work affected thereby and shall obtain a written interpretation or clarification from PROJECT MANAGER; however, CONTRACTOR shall not be liable to AUGUSTA or PROJECT MANAGER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

### **3.3 Amending and Supplementing Contract Documents:**

1.) The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. a formal Written Amendment,
2. a Change Order, or
3. a Work Change Directive.

2.) As indicated within this Agreement, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.) In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized in one or more of the following ways:

1. a Field Order.
2. PROJECT MANAGER's approval of a Shop Drawing or sample, or
3. PROJECT MANAGER's written interpretation or clarification.

### **3.4 Reuse of documents:**

1.) Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with AUGUSTA shall have or acquire any title to or Ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of PROJECT MANAGER or PROJECT MANAGER's consultant; and they shall not reuse such Drawings, Specifications or other documents (or copies of any thereof) on extensions of the Project or any other project without written consent of AUGUSTA and PROJECT MANAGER and specific written verification or adaptation by PROJECT MANAGER.

### **3.5 BINDINGS**

It is further agreed that AUGUSTA and CONTRACTOR each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither AUGUSTA nor the CONTRACTOR shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

## **ARTICLE 4—PROPERTY INFORMATION AND PHYSICAL CONDITIONS**

### **4.1 *Physical Conditions:***

4.1.1. *Explorations and Reports:* Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents and those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized in preparing the Contract Documents.

4.1.2. CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against AUGUSTA, PROJECT MANAGER, or any of PROJECT MANAGER's Consultants with respect to:

4.1.2.1. the completeness of such reports and drawings for CONTRACTOR's purposes, including but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.1.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.1.2.3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.1.3. If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then CONTRACTOR shall give AUGUSTA notice thereof promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions.

4.1.4. The AUGUSTA and PROJECT MANAGER shall promptly investigate such conditions, and, if they differ materially and cause an increase or decrease in CONTRACTOR's cost of, or time required for, performance of any part of the Work, the AUGUSTA and PROJECT MANAGER shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the AUGUSTA and PROJECT MANAGER determine that the conditions at the Site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the PROJECT

MANAGER shall notify CONTRACTOR of the determination in writing. The Work shall be performed after direction is provided by the PROJECT MANAGER.

**4.2 Documentation evidencing Property Condition before and after work:**

4.2.1. *Requirements for Pictures and/or other documentation regarding the pre-work and post-work condition of property:* Proper documentation, including date video and/or photographs, shall be maintained by the CONTRACTOR properly showing the preconstruction and post-construction condition of property in accordance with generally accepted industry standards. CONTRACTOR should address any questions related to proper documentation in writing to the PROJECT MANAGER within a reasonable amount of time of commencing work.

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## **ARTICLE 5 – BONDS AND INSURANCE**

### **5.1 Performance and Other Bonds:**

5.1.1 CONTRACTOR may be required to furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as Security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds, and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

### **5.2 Licensed Sureties and Insurers; Certificates of Insurance**

5.2.1 All bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Georgia to issue bonds or insurance policies for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.2.2. CONTRACTOR shall deliver to AUGUSTA, with copies to each additional insured identified in 5.3, an original or a certified copy of the complete insurance policy for each policy required, certificates of insurance (and other evidence of insurance requested by AUGUSTA or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with 5.3.

5.2.3. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of as provided for within this Agreement, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to AUGUSTA.

### **5.3 CONTRACTOR's Liability Insurance:**

5.3.1 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the OWNERSHIP, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverage's and be written for not less than the limits of liability and coverage's provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to AUGUSTA, and PROJECT MANAGER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish AUGUSTA with evidence of continuation of such insurance at final payment and one year thereafter.

#### **5.4 Contractual Liability Insurance:**

5.4.1 The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations.

#### **5.5 Indemnification**

5.5.1. CONTRACTOR shall indemnify and hold harmless AUGUSTA, PROJECT MANAGER, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss, or

expense (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (b) is caused in whole or in part by an act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

5.5.2. In any and all claims against AUGUSTA or any of its agents or employees by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

5.5.3. CONTRACTOR shall indemnify and hold harmless AUGUSTA and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses expenses (including attorneys' fees) arising out of any infringement on patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

#### **5.6 CONTRACTOR'S LIABILITY INSURANCE:**

Insurance shall be written with limits of liability shown below or as required by law, whichever is greater:

|                                                               |                  |
|---------------------------------------------------------------|------------------|
| Commercial General Liability (per occurrence) Each Occurrence | \$ 1,000,000     |
| General Aggregate                                             | \$ 2,000,000     |
| Products                                                      | \$ 2,000,000     |
| Personal & Adv Injury                                         | \$ 1,000,000     |
| Fire Damage                                                   | \$ 500,000       |
| Automobile Liability (any auto) Combined Single Limit         | \$ 1,000,000     |
| Excess Liability (any auto) Each Occurrence                   | \$ 5,000,000     |
| Workers Compensation                                          | Statutory Limits |
| Employer Liability                                            | \$1,000,000      |



## **ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of Work. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

### **1. PROFESSIONAL STANDARDS**

The standard of care for all services performed or furnished by CONTRACTOR under this Agreement will be the level of care and that is ordinarily used by members of CONTRACTOR’S profession practicing under similar conditions, and in accordance with the latest version of the Codes and/or any additional generally accepted industry standards.

6.2. CONTRACTOR shall keep on the Work, at all times during its progress, a competent resident superintendent, who shall not be replaced without written notice to AUGUSTA and PROJECT MANAGER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

### ***Labor, Materials and Equipment:***

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit evening work or the performance of Work on Saturday, Sunday or any legal holiday without Property owner's written consent given after prior written notice to PROJECT MANAGER, except as may otherwise be provided in Project Task Order as approved by the PROJECT MANAGER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by PROJECT MANAGER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be

effective to assign to PROJECT MANAGER, or any of PROJECT MANAGER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions as provided for within this Agreement.

***Adjusting Progress Schedule:***

6.6 CONTRACTOR shall submit to PROJECT MANAGER for acceptance to the extent indicated in this Agreement adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

***Substitutes or "Or-Equal" Items:***

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by PROJECT MANAGER if sufficient information is submitted by CONTRACTOR to allow PROJECT MANAGER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by PROJECT MANAGER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by PROJECT MANAGER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to PROJECT MANAGER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with AUGUSTA for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other CONTRACTORS affected by the resulting change, all of which shall be considered by PROJECT MANAGER. In evaluating the proposed substitute, PROJECT MANAGER may require CONTRACTOR to furnish, at CONTRACTOR's expense, additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to PROJECT MANAGER, if CONTRACTOR submits sufficient information to allow PROJECT MANAGER to determine that the substitute proposed is equivalent to that indicated or required by the Contract

Documents. The procedure for review by PROJECT MANAGER will be similar to that provided in this Agreement as applied by PROJECT MANAGER and as may be supplemented in the General Requirements.

6.7.3. PROJECT MANAGER will be allowed a reasonable time within which to evaluate each proposed substitute. PROJECT MANAGER will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without PROJECT MANAGER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. AUGUSTA may require CONTRACTOR to furnish, at CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute. PROJECT MANAGER will record time required by PROJECT MANAGER and PROJECT MANAGER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not PROJECT MANAGER accepts a proposed substitute, CONTRACTOR shall reimburse AUGUSTA for the charges of PROJECT MANAGER and PROJECT MANAGER's consultants for evaluating each proposed substitute.

***Concerning Subcontractors, Suppliers and Others:***

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to AUGUSTA and PROJECT MANAGER as indicated in paragraph 6.8.2) whether initially or as a substitute, against whom AUGUSTA or PROJECT MANAGER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations including those who are to furnish the principal items of materials and equipment to be submitted to AUGUSTA prior to the Effective Date of the Agreement for acceptance by AUGUSTA and PROJECT MANAGER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, AUGUSTA's or PROJECT MANAGER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference, and the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by AUGUSTA or PROJECT MANAGER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of AUGUSTA or PROJECT MANAGER to reject defective Work.

6.9. CONTRACTOR shall be fully responsible to AUGUSTA and PROJECT MANAGER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between AUGUSTA or PROJECT MANAGER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of AUGUSTA or PROJECT MANAGER to pay or to see

to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of AUGUSTA and PROJECT MANAGER and contains waiver provisions as required as within this Agreement. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued as provided for within this Agreement.

***Patent Fees and Royalties:***

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. CONTRACTOR shall indemnify and hold harmless AUGUSTA and PROJECT MANAGER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses including attorneys' fees and court and arbitration costs arising out of any infringement on patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

***Permits:***

6.13. CONTRACTOR shall obtain and pay for all construction and encroachment permits, inclusive of required bonds; licenses; governmental charges and inspection fees; and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs shall be included in the base bid. Permits, if any, that are provided and paid for by AUGUSTA are listed in the Supplementary Conditions. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed.

***Laws and Regulations:***

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither AUGUSTA nor PROJECT MANAGER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, it will notify the Project Manager promptly in writing. Any

necessary changes shall then be adjusted by an appropriate Change Order. If CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Project Manager, it shall bear all related costs.

***Taxes:***

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

***Use of Premises:***

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements. CONTRACTOR shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Any loss or damage to CONTRACTOR's or any Subcontractor's equipment is solely at the risk of CONTRACTOR. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the AUGUSTA or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against AUGUSTA or PROJECT MANAGER by any such AUGUSTA or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold AUGUSTA harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against AUGUSTA to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris or contaminants resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by AUGUSTA. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

***Record Documents:***

6.19. CONTRACTOR shall keep at the site and in good order one record copy of the Contract Documents and all Drawings and Specifications. These documents shall be annotated on a continuing basis to show all changes in red made during the construction process. These shall be available to PROJECT MANAGER and shall be submitted with the Application for Final Payment.

***Safety and Protection:***

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall assume all risk of loss for stored equipment or materials, irrespective of whether CONTRACTOR has transferred the title of the stored equipment or materials to AUGUSTA. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify Property owners of adjacent property and of Underground Facilities and utility property owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of AUGUSTA or PROJECT MANAGER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and PROJECT MANAGER has issued a notice to AUGUSTA and CONTRACTOR (except as otherwise expressly provided in connection with Substantial Completion).

6.21. CONTRACTOR shall designate a responsible member of its organization whose duty shall be the prevention of accidents at the site. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to the Project Manager.

***Emergencies:***

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from PROJECT MANAGER or AUGUSTA, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give PROJECT MANAGER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If PROJECT MANAGER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Change Directive or Change Order be issued to document the consequences of the changes or variations.

6.22.1. CONTRACTOR shall immediately notify PROJECT MANAGER of all events involving injuries to any person on the Site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) days of the occurrence.

6.22.2. If PROJECT MANAGER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Order will be issued to document the consequences of such action.

***Continuing the Work:***

6.30. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with AUGUSTA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as otherwise permitted within this Agreement or as CONTRACTOR and AUGUSTA may otherwise agree in writing.

***Cleaning Up:***

6.31. CONTRACTOR shall maintain the site free from accumulations of waste materials, rubbish, and other debris or contaminants resulting from the work on a daily basis or as required. At the completion of the work, CONTRACTOR shall remove all waste materials, rubbish, and debris from the site as well as all tools, construction equipment and machinery, and surplus materials and will leave the Site clean and ready for occupancy by AUGUSTA. All disposal shall be in accordance with applicable Laws and Regulations. In addition to any other rights available to AUGUSTA under the Contract Documents, CONTRACTOR's failure to maintain the site may result in withholding of any amounts due CONTRACTOR. CONTRACTOR will restore to original condition those portions of the site not designated for alteration by the Contract Documents.

***Indemnification:***

6.32. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless AUGUSTA, PROGRAM MANAGER and PROJECT MANAGER and their consultants, agents and employees from and against all claims, damages, losses and expenses,



direct, indirect or consequential (including but not limited to fees and charges of PROGRAM MANAGER, PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.33. In any and all claims against AUGUSTA, PROGRAM MANAGER or PROJECT MANAGER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.32 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.34. The obligations of CONTRACTOR under paragraph 6.32 shall not extend to the liability of PROJECT MANAGER, PROJECT MANAGER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

CONTRACTOR, in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONTRACTOR shall review its understanding of the Project requirements with AUGUSTA and shall advise AUGUSTA of additional data or services which are not a part of CONTRACTOR's services, if any, necessary for design to begin.

## **ARTICLE 7– AUGUSTA'S RESPONSIBILITIES**

7.1. Except as otherwise provided in this Agreement, AUGUSTA shall issue all communications to CONTRACTOR through the PROJECT MANAGER.

7.2. AUGUSTA shall furnish the data required of AUGUSTA under the Contract Documents promptly.

7.3. AUGUSTA shall make payments as provided for under the Contract Documents and the Task Orders.

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## **ARTICLE 8 – PROJECT MANAGER’S STATUS DURING WORK**

### **8.1 Visits to Site:**

PROJECT MANAGER will make visits to the site at intervals appropriate to the various stages of project to observe the premises and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. PROJECT MANAGER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. PROJECT MANAGER's efforts will be directed toward providing for AUGUSTA a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design PROJECT MANAGER, PROJECT MANAGER will keep AUGUSTA informed of the progress of the Work and will endeavor to guard AUGUSTA against defects and deficiencies in the Work.

### **8.2 Clarifications and Interpretations:**

PROJECT MANAGER shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by CONTRACTOR, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification and interpretation entitles it to an increase in the Contract Price and/or Contract Time, CONTRACTOR may make a claim as provided for within this Agreement

### **8.3 Authorized Variations in Work:**

PROJECT MANAGER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on AUGUSTA and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided for within this Agreement.

### **8.4 Rejecting Defective Work:**

PROJECT MANAGER will have authority to disapprove or reject Work which PROJECT MANAGER believes to be defective and will also have authority to require special inspection or testing of the Work as provided for within this Agreement whether or not the Work is fabricated, installed or completed.

### **8.5 Decisions on Disputes:**

8.5.1 PROJECT MANAGER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and

other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims as provided for within this Agreement in respect of changes to the Contract Price or Contract Time will be referred initially to PROJECT MANAGER in writing with a request for a formal decision in accordance with this paragraph, which PROJECT MANAGER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to PROJECT MANAGER and the other party to the Agreement promptly (but in no event later than thirty days after the occurrence of the event giving rise thereto) and written supporting data will be submitted to PROJECT MANAGER and the other party within sixty days after such occurrence unless PROJECT MANAGER allows an additional period of time to ascertain more accurate data in support of the claim.

8.5.2 When functioning as interpreter and judge as provided for within this Agreement, PROJECT MANAGER will not show partiality to AUGUSTA or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by PROJECT MANAGER as provided for within this Agreement with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided for within this Agreement) will be a condition precedent to any exercise by AUGUSTA or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

#### **8.6 Limitations on PROJECT MANAGER's Responsibilities:**

8.6.1 Neither PROJECT MANAGER's authority to act under this Article or elsewhere in the Contract Documents nor any decision made in good faith to exercise such authority shall give rise to any duty or responsibility of PROJECT MANAGER to CONTRACTOR, any Subcontractor, any of their agents or employees.

8.6.2 PROJECT MANAGER shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions and programs used. PROJECT MANAGER shall not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.6.3 PROJECT MANAGER shall not be responsible for the acts or omissions of CONTRACTOR, any Subcontractors, any agents or employees, or any other persons performing any of the Work.

## **ARTICLE 9 – CHANGES IN THE WORK**

1. Without invalidating the Contract, AUGUSTA may at any time or from time to time order additions, deletions, or revisions in the Work. The AUGUSTA shall provide CONTRACTOR with a proposal request, identifying the Work to be added, deleted or revised. Upon receipt, CONTRACTOR shall promptly submit a written proposal for the changed work prepared in accordance within this Agreement. If the proposal request calls only for the deletion of Work, the AUGUSTA may order the partial suspension of any Work related to the proposed deletion, in which case CONTRACTOR must cease performance as directed; CONTRACTOR shall not be entitled to claim lost profits on deleted work. All changed Work shall be executed under the applicable conditions of the Contract Documents.

2. Additional Work performed by CONTRACTOR without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided as provided for within this Agreement. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

3. Upon agreement as to changes in the Work to be performed, Work performed in an emergency as provided for within this Agreement, and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price, PROJECT MANAGER will prepare a written Change Order to be signed by PROJECT MANAGER and CONTRACTOR and submitted to AUGUSTA for approval.

4. In the absence of an agreement as provided for within this Agreement, AUGUSTA may, at its sole discretion, issue a Work Change Directive to CONTRACTOR. Pricing of the Work Change Directive will be in accordance within the terms of this Agreement. The Work Change Directive will specify a price, and if applicable a time extension, determined to be reasonable by AUGUSTA. If CONTRACTOR fails to sign such Work Change Directive, CONTRACTOR may submit a claim in accordance within the terms of this Agreement, but CONTRACTOR shall nevertheless be obligated to fully perform the work as directed by the Work Change Directive.

5. CONTRACTOR shall proceed diligently with performance of the Work as directed by AUGUSTA, regardless of pending claim actions, unless otherwise agreed to in writing.

6. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

## **ARTICLE 10 – CHANGES IN THE CONTRACT PRICE**

1. The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to PROJECT MANAGER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless PROJECT MANAGER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by PROJECT MANAGER

## **ARTICLE 11 – CHANGE OF CONTRACT TIME**

1. The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to PROJECT MANAGER and AUGUSTA within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to PROJECT MANAGER and AUGUSTA within fifteen (15) calendar days after such occurrence unless the AUGUSTA allows additional time. All claims submitted by CONTRACTOR for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond CONTRACTOR's control or fault.

2. If CONTRACTOR is delayed at any time in the performance, progress, commencement, or completion of the Work by any act or neglect of AUGUSTA or PROJECT MANAGER, or by an employee of either, or by any separate CONTRACTOR employed by AUGUSTA, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by CONTRACTOR using reasonable diligence, or any causes beyond CONTRACTOR's control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as AUGUSTA may determine. CONTRACTOR shall be entitled to an extension of time for such causes only for the number of days of delay which AUGUSTA may determine to be due solely to such causes and only to the extent such occurrences actually delay the completion of the Work and then only if CONTRACTOR shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which AUGUSTA or PROJECT MANAGER may be responsible in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from AUGUSTA. CONTRACTOR's sole and exclusive remedy against AUGUSTA for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be the right to seek an extension to the Contract Time in accordance with the procedures set forth herein.



## **ARTICLE 12 – WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **12.1 Warranty and Guarantee:**

1. CONTRACTOR warrants and guarantees to AUGUSTA that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals, or all applicable building, construction and safety requirements shall be considered defective. Notice of all defects shall be given to CONTRACTOR by PROJECT MANAGER. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article.

2. CONTRACTOR shall warrant and guarantee to AUGUSTA that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals, or all applicable building, construction and safety requirements shall be considered defective.

3. CONTRACTOR shall warrant and guarantee to AUGUSTA that all Work will be covered by a Warranty for a period of One (1) Calendar year, unless otherwise specified by requisite permit(s). Said Warranty runs directly from the CONTRACTOR to each individual property owner.

### **12.2 Access to Work:**

1. For the duration of the Work, PROJECT MANAGER and its representatives, other designated representatives of AUGUSTA, and authorized representatives of any regulatory agency shall at all times be given access to the Work. CONTRACTOR shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

### **12.3 Uncovering Work:**

1. If any Work required to be inspected, tested or approved is covered prior thereto without the prior written approval of PROJECT MANAGER, or if any Work is covered contrary to the request of PROJECT MANAGER, the Work shall, if requested by PROJECT MANAGER, be uncovered for observation, inspection, testing or approval and replaced at CONTRACTOR's expense.

2. If PROJECT MANAGER considers it necessary or advisable that covered Work be observed by PROJECT MANAGER or inspected or tested by others, CONTRACTOR, at PROJECT

MANAGER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as PROJECT MANAGER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including but not limited to fees and charges of PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS), and AUGUSTA shall be entitled to an appropriate decrease in the Contract Price and, if the parties are unable to agree as to the amount thereof, AUGUSTA may make a claim therefor as provided for within this Agreement. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided for within this Agreement

#### **12.4 AUGUSTA May Stop the Work:**

1. When Work is defective or when CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment or make prompt payments to Subcontractors for labor, materials, or equipment or if CONTRACTOR violates any provisions of these Contract Documents, AUGUSTA may order CONTRACTOR to stop the Work until the cause for such order has been eliminated. However, this right of AUGUSTA to stop the Work shall not give rise to any duty on the part of AUGUSTA to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

#### **12.5 Correction or Removal of Defective Work:**

1. When directed by PROJECT MANAGER, CONTRACTOR shall promptly, without cost to AUGUSTA and as specified by PROJECT MANAGER, either correct the defective Work whether fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. If CONTRACTOR does not correct such defective Work or remove and replace such defective Work within a reasonable time, as specified in a written notice from PROJECT MANAGER, AUGUSTA may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by CONTRACTOR or deducted from payment to CONTRACTOR. CONTRACTOR will also bear the expense of correcting or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

#### **12.6 One Year Correction Period:**

1. If, after approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law; by the terms of any applicable special guarantee required by the Contract Documents; and/or as specified by requisite permit(s), any Work or materials are found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, CONTRACTOR shall promptly, without cost to AUGUSTA and in accordance with AUGUSTA's written instructions, either correct such defective Work or if it has been rejected by AUGUSTA, remove it from the Site and replace it with

non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, AUGUSTA may have the defective Work corrected, removed, or replaced. All direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other PROJECT MANAGERS) will be paid by CONTRACTOR.

#### **12.7 Neglected Work by CONTRACTOR**

1. If CONTRACTOR neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, PROJECT MANAGER may direct CONTRACTOR to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment, and working extended hours and additional days, all at no cost to AUGUSTA in order to put the Work back on schedule. If CONTRACTOR fails to correct the deficiency or take appropriate corrective action, AUGUSTA may terminate the contract or CONTRACTOR's right to proceed with that portion of Work and have the Work done by others. The cost of completion under such procedure shall be charged against CONTRACTOR. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to AUGUSTA.

2. Should CONTRACTOR work overtime, weekends or holidays to regain the schedule, all costs to AUGUSTA of associated inspection, construction management and resident engineers shall be identified to CONTRACTOR and the Contract Price reduced by a like amount via Change Order.

## **ARTICLE 13 – SUSPENSION OF WORK AND TERMINATION**

### **13.1 AUGUSTA May Suspend Work:**

1. AUGUSTA may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and PROJECT MANAGER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided for within this Agreement.

### **13.2 Termination For Cause:**

1. Upon the occurrence of any one or more of the following events:

1.1. if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

1.2. if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

1.3. if CONTRACTOR makes a general assignment for the benefit of creditors;

1.4. if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

1.5. if CONTRACTOR admits in writing an inability to pay its debts generally, as they become due;

1.6. if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established within this Agreement as revised from time to time);

1.7. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

1.8. if CONTRACTOR disregards the authority of PROJECT MANAGER; or

1.9. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents,

AUGUSTA may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which AUGUSTA has paid CONTRACTOR but which are stored elsewhere, and finish the Work as AUGUSTA may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of PROJECT MANAGERS, architects, attorneys and other PROJECT MANAGERS and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to AUGUSTA. Such costs incurred by AUGUSTA will be approved as to reasonableness by PROJECT MANAGER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, AUGUSTA shall not be required to obtain the lowest price for the Work performed.

2. In the event AUGUSTA terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

### **13.3 Termination for Convenience**

Upon seven working days' written notice to CONTRACTOR and PROJECT MANAGER, AUGUSTA may, without cause and without prejudice to any other right or remedy of AUGUSTA, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. For all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and

4. For reasonable expenses directly attributable to termination.

5. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

6. Where CONTRACTOR's services have been so terminated by AUGUSTA, the termination will not affect any rights or remedies of AUGUSTA against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by AUGUSTA will not release CONTRACTOR from liability.

#### **13.4 CONTRACTOR May Stop Work or Terminate:**

If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety calendar days by AUGUSTA or under an order of court or other public authority, or PROJECT MANAGER fails to act on any Application for Payment within thirty days after it is submitted or AUGUSTA fails for thirty-one days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may upon seven working days' written notice to AUGUSTA and PROJECT MANAGER and provided AUGUSTA or PROJECT MANAGER did not remedy such suspension or failure within that time, terminate the Agreement and recover from AUGUSTA payment on the same terms as provided for within this Agreement. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if PROJECT MANAGER has failed to act on an Application for Payment within thirty days after it is submitted or AUGUSTA has failed for thirty-one calendar days after it is submitted to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven days' written notice to AUGUSTA and PROJECT MANAGER stop the Work until receipt of payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph are not intended to preclude CONTRACTOR from making claim as provided for within this Agreement for an increase in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations as provided for within this Agreement to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with AUGUSTA.

#### **13.5 SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE**

CONTRACTOR is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

-PAYMENTS SHALL BE MADE IN ACCORDANCE WITH APPROVED PAY APPLICATION(S).

**CONTRACTOR shall provide pricing and details of said work as requested by PROJECT MANAGER.**

AUGUSTA shall compensate the CONTRACTOR for services, which have been authorized by AUGUSTA under the terms of this Agreement.

The CONTRACTOR may submit to AUGUSTA an application for payment, in a form acceptable to AUGUSTA and accompanied by all support documentation requested by AUGUSTA, for payment for the services, which were completed during the billing period. AUGUSTA shall review for approval said invoices. AUGUSTA shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by AUGUSTA, are unreasonably in excess of the actual work completed. AUGUSTA shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such invoice, or of receipt of acceptance by AUGUSTA of the service covered by such invoice. AUGUSTA shall pay any undisputed items contained in such invoices.

Partial payments will be considered, but shall be decided on a case by case basis depending on the scope, duration, and total amount of specific project.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONTRACTOR shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When AUGUSTA authorizes the CONTRACTOR to proceed with the work authorized in a Task Order, it agrees to pay the CONTRACTOR for work completed, on the basis of Task Order Bid Schedule.

### **GEORGIA PROMPT PAY ACT:**

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

### **Defective pricing**

To the extent that the pricing provided by CONTRACTOR is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

### **Interest**



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

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## **ARTICLE 15 – DISPUTE RESOLUTION**

1. All disputes arising under this Contract or its interpretation whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) working days of the commencement of the dispute be presented by CONTRACTOR to AUGUSTA for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, CONTRACTOR shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) working days of its commencement, the claim will be considered only for a period commencing ten (10) working days prior to the receipt by AUGUSTA of notice thereof. Each decision by AUGUSTA will be in writing and will be mailed to CONTRACTOR by registered or certified mail, return receipt requested, directed to his last known address.

2. All claims, disputes and other matters in question between AUGUSTA and CONTRACTOR arising out of, or relating to, the Contract Documents or the breach thereof shall be decided under Georgia Law in the Superior Court of Richmond County, Georgia. CONTRACTOR by execution of the Contract consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia, and waives any right to contest same.

### **3. RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The CONTRACTOR shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless AUGUSTA, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONTRACTOR, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

## **ARTICLE 15 – MISCELLANEOUS**

### **15.1. Giving Notice:**

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

#### **AUGUSTA:**

ADMINISTRATOR  
AUGUSTA, GEORGIA  
535 Telfair Street  
Suite 910  
Augusta, GA 30911

#### **CONTRACTOR:**

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

#### **Copy to:**

DIRECTOR  
AUGUSTA UTILITIES DEPARTMENT  
452 Walker Street, Suite 200  
Augusta, GA 30901

### **15.2 Computation of Time:**

1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

### **15.3 PROFESSIONAL STANDARDS**

The standard of care for all services performed or furnished by CONTRACTOR under this Agreement will be the level of care and that is ordinarily used by members of CONTRACTOR'S profession practicing under similar conditions.

### **15.4 PERSONNEL**

The CONTRACTOR represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, AUGUSTA. All of the services required hereunder will be

performed by the CONTRACTOR under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONTRACTOR under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONTRACTOR's Key Personnel without the prior written approval of AUGUSTA or his designee.

#### **15.5 RESPONSIBILITY FOR CLAIMS AND LIABILITY**

1. The CONTRACTOR shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless AUGUSTA, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONTRACTOR, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

2. Should AUGUSTA or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions as provided for within this Agreement shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

#### **15.6. INDEPENDENT CONTRACTOR**

The CONTRACTOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee, or representative of AUGUSTA.

#### **15.7 OPEN RECORDS**

CONTRACTOR acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONTRACTOR shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

#### **15.7 RECORDS RETENTION**

CONTRACTOR shall keep adequate records and supporting documentation applicable to this Work and Contract. Said records and documentation shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final completion or termination of this Contract. AUGUSTA shall have the right to audit, inspect, and copy all such records and documentation as often as AUGUSTA deems necessary during the period of the Contract and for a period of five (5)

years thereafter provided, however, such activity shall be conducted only during normal business hours. AUGUSTA, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of CONTRACTOR as concerns the aforesaid records and supporting documentation.

#### **15.8 COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business and that the CONTRACTOR has not received any non- AUGUSTA fee related to this Agreement without the prior written consent of AUGUSTA. For breach or violation of this warranty, AUGUSTA shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### **15.9 EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the CONTRACTOR agrees as follows: (1) the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONTRACTOR will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

#### **15.10 DRUG FREE WORK PLACE**

CONTRACTOR shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as AUGUSTA owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

CONTRACTOR shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONTRACTOR may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

#### **15.11 ANTI-KICKBACK CLAUSE**

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The

CONTRACTOR hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

#### **15.12 AUDITS AND INSPECTORS**

At any time during normal business hours and as often as AUGUSTA may deem necessary, the CONTRACTOR shall make available to AUGUSTA and/or audit representatives of AUGUSTA for examination all of its records with respect to all matters covered by this Agreement. It shall also permit AUGUSTA and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONTRACTOR 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 AUGUSTA or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

#### **15.13 ASSIGNABILITY**

The CONTRACTOR shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of AUGUSTA.

#### **15.14 PROHIBITED INTERESTS**

1. Conflict of Interest: The CONTRACTOR agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
2. Interest of Public Officials: No member, officer, or employee of AUGUSTA during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
3. Employment of AUGUSTA's Personnel: The CONTRACTOR shall not employ any person or persons in the employ of AUGUSTA for any work required by the terms of the Agreement, without the written permission of AUGUSTA except as may otherwise be provided for herein.

#### **15.15 VERBAL AGREEMENT OR CONVERSATION**

No verbal agreement or conversation with any officer, agent, or employee of AUGUSTA, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the

CONTRACTOR to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed within this Agreement

#### **15.16 LOCAL SMALL BUSINESS:**

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

#### **15.17 E-VERIFY:**

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized 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 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of 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. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

#### **EXTENT OF THE AGREEMENT**

This Agreement represents the entire agreement between AUGUSTA and CONTRACTOR and supersedes all prior negotiations, representations and agreements, either written or oral.



**ACKNOWLEDGEMENTS**

*"Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts*

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

**CITY:**

**AUGUSTA, GEORGIA (AUGUSTA)**

**CONTRACTOR:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: Garnett L. Johnson

PRINTED NAME \_\_\_\_\_

AS ITS: MAYOR

AS ITS: \_\_\_\_\_

**ATTEST CLERK:**

**ATTEST:**

PRINTED NAME: Lena J. Bonner

PRINTED NAME \_\_\_\_\_

AS ITS: Clerk of Commission

AS ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Copy To:

**DIRECTOR**  
**AUGUSTA UTILITIES DEPARTMENT**  
452 Walker Street, Suite 200  
Augusta, GA 30901

## **ATTACHMENT A - SCOPE OF SERVICES**

### **-TASK ORDER PROGRAM**

#### **PROJECT DESCRIPTION:**

Projects shall consist of, but are not limited to the installation, maintenance and/or repair of potable water and sanitary sewer lines, including all appurtenances related thereto. Said projects may be further defined as:

#### **I.) Emergency Projects:**

Projects which require attention within two (2) hours of notification, examples include shut downs or water main breaks, etc.

Contractors will be contacted in a rotating basis to preform emergency work as needed. The selected contractors will be required to respond to the work request within a two (2) hour period.

When time permits, a bid schedule will be provided Contractor in advance of the work. In these instances, Contractor will be required to provide a completed bid schedule to the Augusta Utilities Department for approval prior to beginning work.

#### **II.) Pre-planned Urgent Projects:**

Projects will generally within the following categories: (i) general maintenance; (ii) routine repairs; and/or (iii) new construction.

Contractors will bid on any designated TASK ORDER PROGRAM project as proposed by the Augusta Utilities Department (AUD).

AUD shall provide all required plans, specifications, bid sheets, details, etc. and project management for each project.

AUD will then enter into a detailed contractual agreement with Contractor to provide the construction services necessary to complete specific projects as awarded under the TASK ORDER PROGRAM. Contractor will be required to complete each awarded project as defined in referenced project plans, specifications, and bid documents.

## **ATTACHMENT B - COMPENSATION**

AUGUSTA shall compensate the CONTRACTOR for services, which have been authorized by AUGUSTA under the terms of this Agreement.

The CONTRACTOR may submit to AUGUSTA an application for payment, in a form acceptable to AUGUSTA and accompanied by all support documentation requested by AUGUSTA, for payment for the services, which were completed during the billing period. AUGUSTA shall review for approval said invoices. AUGUSTA shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by AUGUSTA, are unreasonably in excess of the actual phase of completion of each phase. AUGUSTA shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such invoice, or of receipt of acceptance by AUGUSTA of the service covered by such invoice. AUGUSTA shall pay any undisputed items contained in such invoices.

AUGUSTA shall make no payments for stored material.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONTRACTOR shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When AUGUSTA authorizes the CONTRACTOR to proceed with the work authorized in a Task Order, it agrees to pay the CONTRACTOR for work completed, on the basis of the standard billing rates agreed upon and provided in Contract Documents including, but not limited to those principals and employees engaged directly on the work.

To the extent that the pricing provided by CONTRACTOR is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

## ATTACHMENT C - LISTING OF KEY PERSONNEL

CONTRACTOR shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of AUGUSTA. Those personnel committed for this work are as follows:

| Name | Title/Position | Contact Information |
|------|----------------|---------------------|
|      |                |                     |
|      |                |                     |
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## Request for Qualifications

Request for Qualifications will be received at this office until **Tuesday, October 10, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **813 3492 4356**; Passcode: **670432** for furnishing:

### **RFQ Item #23-263      Task Order Program for Water & Sewer Infrastructure for Augusta, GA – Utilities Department**

RFQs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

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

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

**A Pre-Qualification Conference will be held on Monday, September 25, 2023 @ 10:00 a.m. via Zoom Meeting ID: 840 4223 6597; Passcode: 833156.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, September 26, 2023 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.**

No RFQ may be withdrawn for a period of **90 days** after RFQ have been opened, pending the execution of contract with the successful bidder(s).

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle      August 31, 2023 and September 7, 14, 21, 2023  
Metro Courier      August 31, 2023


Revised: 3/22/21



**RFQ Item #23-263 Task Order Program for Water & Sewer  
Infrastructure for Augusta, GA – Utilities Department  
RFQ Due: Tuesday, October 10, 2023 @ 11:00 a.m**

Total Number Specifications Mailed Out: 36  
Total Number Specifications Download (Demandstar): 6  
Total Electronic Notifications (Demandstar): 423  
Georgia Procurement Registry: 1218  
Total packages submitted: 8  
Total Noncompliant: 1

| VENDORS                                                                                        | Attachment<br>"B" | Addendums<br>1 | E-Verify # | Save<br>Form | Original | 7<br>Copies |
|------------------------------------------------------------------------------------------------|-------------------|----------------|------------|--------------|----------|-------------|
| BD Garner Sitework, LLC<br>6192 GA Hwy 23 South<br>Waynesboro, GA 30830<br>(706) 871-5496      | Yes               | Yes            | 1671379    | Yes          | Yes      | Yes         |
| Beams Contracting, Inc.<br>15030 Atomic Rd<br>Beech Island, SC 29842<br>(803) 827-0136         | Yes               | Yes            | 167300     | Yes          | Yes      | Yes         |
| Blair Constructions, Inc.<br>4308 Evans to Locks Rd<br>Evans, Georgia, 30809<br>(706) 868-1950 | Yes               | Yes            | 224004     | Yes          | Yes      | Yes         |
| CBH Excavation<br>2383 Ridge Rd NW<br>Norwood, GA 30821<br>(706) 739--4230                     | Yes               | Yes            | 321326     | Yes          | Yes      | Yes         |
| Garnto Southern Construction<br>4811 Clark Dr<br>Evans, GA 30809<br>(706) 814-5266             | Yes               | Yes            | 225651     | Yes          | Yes      | Yes         |
| GEARIG Civilworks, LLC<br>322 Grimaude Blvd<br>Grovetown, GA 30813<br>(706) 860-5981           | Yes               | Yes            | 226337     | Yes          | Yes      | Yes         |
| Quality Plus Services, Inc.<br>1213 11th Avenue<br>Fort Eisenhower, GA 30905<br>(706) 831-7191 | Yes               | Yes            | 546959     | Yes          | Yes      | Yes         |
| Shockley Plumbing, Inc.<br>1749 Habersham Ch Rd<br>Perkins, GA 30442<br>(478) 494-6680         | Yes               | Yes            | 212161     | Yes          | Yes      | Yes         |
| Vortex Services, LLC - Non-Compliant - Late Submittal - 10/11/2023                             |                   |                |            |              |          |             |



RFQ Evaluation Sheet - RFQ Item #23-263

Task Order Program for Water & Sewer Infrastructure for Augusta, GA – Utilities Department

RFQ Date: Tuesday, October 10, 2023 @ 11:00 a.m

Evaluation Date: Wednesday November 15, 2023 @ 9:00 a.m. via ZOOM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |           |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------|
| Vendors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |         |           | BD Garner Sitework, LLC<br>6192 GA Hwy 23 South<br>Waynesboro, GA 30830<br>(706) 871-5496 | Beams Contracting, Inc.<br>15030 Atomic Rd<br>Beech Island, SC 29842<br>(803) 827-0136 | Blair Constructions, Inc.<br>4308 Evans to Locks Rd<br>Evans, Georgia, 30809<br>(706) 868-1950 | CBH Excavation<br>2383 Ridge Rd NW<br>Norwood, GA 30821<br>(706) 739--4230 | Garnto Southern Construction<br>4811 Clark Dr<br>Evans, GA 30809<br>(706) 814-5266 | GEARIG Civilworks, LLC<br>322 Grimaude Blvd<br>Grovetown, GA 30813<br>(706) 860-5981 | Quality Plus Services, Inc.<br>1213 11th Avenue<br>Fort Eisenhower, GA 30905<br>(706) 831-7191 | Shockley Plumbing, Inc.<br>1749 Habersham Ch Rd<br>Perkins, GA 30442<br>(478) 494-6680 | Vortex Services, LLC |
| Phase 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |         |           | Ranking of 0-5 (Enter a number value between 0 and 5)                                     |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Ranking | Points    | Scale 0 (Low) to 5 (High)                                                                 |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| 1. Completeness of Response<br>• Package submitted by the deadline<br>• Package is complete (includes requested information as required per this solicitation)<br>• Attachment B is complete, signed and notarized                                                                                                                                                                                                                                                                                                                                                                                               | N/A     | Pass/Fail | PASS                                                                                      | PASS                                                                                   | PASS                                                                                           | PASS                                                                       | PASS                                                                               | PASS                                                                                 | PASS                                                                                           | PASS                                                                                   | FAIL                 |
| 2. Qualifications & Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | (0-5)   | 20        | 4.5                                                                                       | 5.0                                                                                    | 5.0                                                                                            | 4.5                                                                        | 5.0                                                                                | 5.0                                                                                  | 4.5                                                                                            | 4.5                                                                                    |                      |
| 3. Organization & Approach                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | (0-5)   | 15        | 4.5                                                                                       | 5.0                                                                                    | 4.5                                                                                            | 5.0                                                                        | 4.5                                                                                | 5.0                                                                                  | 5.0                                                                                            | 5.0                                                                                    |                      |
| 4.Scope of Services<br>Scope of Services - Contractor’s understanding of the Scope of Services and task requirements to be performed included in Section 3. Contractor’s approach to the overall project costs, schedule, quality assurance/quality control, and other issues critical to this project. Detail information and experience is to be included in Appendix A to include the following: Contractor’s experience with the installation of Water and Wastewater Construction with emphasis on distribution lines and gravity sewer systems in high water table environments using their own equipment. | (0-5)   | 15        | 4.5                                                                                       | 5.0                                                                                    | 5.0                                                                                            | 4.5                                                                        | 4.5                                                                                | 5.0                                                                                  | 5.0                                                                                            | 5.0                                                                                    |                      |
| 5. *FORT GORDON TASK ORDER PROGRAM (ONLY) (to be included by vendors to qualify for FORT GORDON TASK ORDER PROGRAM ONLY) Federal Experience - The contractor shall provide a listing of all current projects’ commitments and past completed projects on federal government installations                                                                                                                                                                                                                                                                                                                        |         | 10        | 5.0                                                                                       | 5.0                                                                                    | 5.0                                                                                            | 0.0                                                                        | 5.0                                                                                | 5.0                                                                                  | 4.0                                                                                            | 0.0                                                                                    |                      |
| 6. References                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | (0-5)   | 10        | 5.0                                                                                       | 5.0                                                                                    | 5.0                                                                                            | 5.0                                                                        | 5.0                                                                                | 5.0                                                                                  | 5.0                                                                                            | 5.0                                                                                    |                      |
| 7. Financial Stability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | (0-5)   | 5         | 4.0                                                                                       | 5.0                                                                                    | 5.0                                                                                            | 5.0                                                                        | 5.0                                                                                | 5.0                                                                                  | 5.0                                                                                            | 5.0                                                                                    |                      |
| 8. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         |           |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Within Richmond County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 5       | 10        |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      | 5.0                                                                                            |                                                                                        |                      |
| Within CSRA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 5       | 6         | 5.0                                                                                       | 5.0                                                                                    | 5.0                                                                                            | 5.0                                                                        | 5.0                                                                                | 5.0                                                                                  |                                                                                                | 5.0                                                                                    |                      |
| Within Georgia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 5       | 4         |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Within SE United States (includes AL, TN, NC, SC, FL)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 5       | 2         |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| • All Others                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 5       | 1         |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |         |           | 32.5                                                                                      | 35.0                                                                                   | 34.5                                                                                           | 29.0                                                                       | 34.0                                                                               | 35.0                                                                                 | 33.5                                                                                           | 29.5                                                                                   | 0.0                  |
| Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |           |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| 8. Presentation by Team                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | (0-5)   | 10        |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| 9. Q&A Response to Panel Questions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | (0-5)   | 5         |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 75)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |           | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 0.0                                                                                            | 0.0                                                                                    | 0.0                  |
| Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |           |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Total Cumulative Score (Maximum point is 500)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |         |           | 32.5                                                                                      | 35.0                                                                                   | 34.5                                                                                           | 29.0                                                                       | 34.0                                                                               | 35.0                                                                                 | 33.5                                                                                           | 29.5                                                                                   | 0.0                  |


Internal Use Only

Evaluator: Cumulative Date: 11/15/23

Procurement DepartmentRepresentative: Nancy Williams

Procurement Department Completion Date: 11/15/23



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------|
| <div><div></div><div><div>RFQ Opening - RFP Item #23-263</div><div>Task Order Program for Water &amp; Sewer Infrastructure for Augusta, GA – Utilities Department</div><div>RFQ Date: Tuesday, October 10, 2023 @ 11:00 a.m</div><div>Evaluation Date: Wednesday November 15, 2023 @ 9:00 a.m. via ZOOM</div></div></div>                                                                                                                                                                                                      |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Vendors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | BD Garner Sitework, LLC<br>6192 GA Hwy 23 South<br>Waynesboro, GA 30830<br>(706) 871-5496 | Beams Contracting, Inc.<br>15030 Atomic Rd<br>Beech Island, SC 29842<br>(803) 827-0136 | Blair Constructions, Inc.<br>4308 Evans to Locks Rd<br>Evans, Georgia, 30809<br>(706) 868-1950 | CBH Excavation<br>2383 Ridge Rd NW<br>Norwood, GA 30821<br>(706) 739--4230 | Garnto Southern Construction<br>4811 Clark Dr<br>Evans, GA 30809<br>(706) 814-5266 | GEARIG Civilworks, LLC<br>322 Grimaude Blvd<br>Grovetown, GA 30813<br>(706) 860-5981 | Quality Plus Services, Inc.<br>1213 11th Avenue<br>Fort Eisenhower, GA 30905<br>(706) 831-7191 | Shockley Plumbing, Inc.<br>1749 Habersham Ch Rd<br>Perkins, GA 30442<br>(478) 494-6680 | Vortex Services, LLC |
| Phase I                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Weighted Scores                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| 1. Completeness of Response<br>• Package submitted by the deadline<br>• Package is complete (includes requested information as required per this solicitation)<br>• Attachment B is complete, signed and notarized                                                                                                                                                                                                                                                                                                                                                                                               | PASS                                                                                      | PASS                                                                                   | PASS                                                                                           | PASS                                                                       | PASS                                                                               | PASS                                                                                 | PASS                                                                                           | PASS                                                                                   | FAIL                 |
| 2. Qualifications & Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 90.0                                                                                      | 100.0                                                                                  | 100.0                                                                                          | 90.0                                                                       | 100.0                                                                              | 100.0                                                                                | 90.0                                                                                           | 90.0                                                                                   | 0.0                  |
| 3. Organization & Approach                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 67.5                                                                                      | 75.0                                                                                   | 67.5                                                                                           | 75.0                                                                       | 67.5                                                                               | 75.0                                                                                 | 75.0                                                                                           | 75.0                                                                                   | 0.0                  |
| 4.Scope of Services<br>Scope of Services - Contractor’s understanding of the Scope of Services and task requirements to be performed included in Section 3. Contractor’s approach to the overall project costs, schedule, quality assurance/quality control, and other issues critical to this project. Detail information and experience is to be included in Appendix A to include the following: Contractor’s experience with the installation of Water and Wastewater Construction with emphasis on distribution lines and gravity sewer systems in high water table environments using their own equipment. | 67.5                                                                                      | 75.0                                                                                   | 75.0                                                                                           | 67.5                                                                       | 67.5                                                                               | 75.0                                                                                 | 75.0                                                                                           | 75.0                                                                                   | 0.0                  |
| 5. *FORT GORDON TASK ORDER PROGRAM (ONLY)<br>(to be included by vendors to qualify for FORT GORDON TASK ORDER PROGRAM ONLY) Federal Experience - The contractor shall provide a listing of all current projects’ commitments and past completed projects on federal government installations                                                                                                                                                                                                                                                                                                                     | 50.0                                                                                      | 50.0                                                                                   | 50.0                                                                                           | 0.0                                                                        | 50.0                                                                               | 50.0                                                                                 | 40.0                                                                                           | 0.0                                                                                    |                      |
| 6. References                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 50.0                                                                                      | 50.0                                                                                   | 50.0                                                                                           | 50.0                                                                       | 50.0                                                                               | 50.0                                                                                 | 50.0                                                                                           | 50.0                                                                                   | 0.0                  |
| 7. Financial Stability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 20.0                                                                                      | 25.0                                                                                   | 25.0                                                                                           | 25.0                                                                       | 25.0                                                                               | 25.0                                                                                 | 25.0                                                                                           | 25.0                                                                                   | 0.0                  |
| 8. Proximity to Area    (only choose 1 line according to location of the company - enter the ranking value for the one line only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Within Richmond County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 50.0                                                                                           | 0.0                                                                                    | 0.0                  |
| Within CSRA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 30.0                                                                                      | 30.0                                                                                   | 30.0                                                                                           | 30.0                                                                       | 30.0                                                                               | 30.0                                                                                 | 0.0                                                                                            | 30.0                                                                                   | 0.0                  |
| Within Georgia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 0.0                                                                                            | 0.0                                                                                    | 0.0                  |
| Within SE United States (includes AL, TN, NC, SC, FL)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 0.0                                                                                            | 0.0                                                                                    | 0.0                  |
| • All Others                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 0.0                                                                                            | 0.0                                                                                    | 0.0                  |
| Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 375.0                                                                                     | 405.0                                                                                  | 397.5                                                                                          | 337.5                                                                      | 390.0                                                                              | 405.0                                                                                | 405.0                                                                                          | 345.0                                                                                  | 0.0                  |
| Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| 8. Presentation by Team                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 0.0                                                                                            | 0.0                                                                                    | 0.0                  |
| 9. Q&A Response to Panel Questions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 0.0                                                                                            | 0.0                                                                                    | 0.0                  |
| Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 75)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 0.0                                                                                            | 0.0                                                                                    | 0.0                  |
| Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Total Cumulative Score<br>(Maximum point is 500)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 375.0                                                                                     | 405.0                                                                                  | 397.5                                                                                          | 337.5                                                                      | 390.0                                                                              | 405.0                                                                                | 405.0                                                                                          | 345.0                                                                                  | 0.0                  |
| Internal Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Evaluator:      Cumulative      Date: 11/15/23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Procurement DepartmentRepresentative:_____Nancy Williams_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Procurement Department Completion Date: 11/15/23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |



# UTILITIES DEPARTMENT

Wes Byne, P.E.  
Director

Chad Hendrix, P.E.  
Assistant Director

## MEMO

**DATE:** January 29, 2023

**FROM:** Andrew Kearney, Sn Engineering Tech, Utilities Department *AK*

**THROUGH:** Wes Byne, P.E., Director, Utilities Department *Wub*

**TO:** Geri Sams, Director, Procurement Department

**SUBJECT:** RFQ Item # 23-263 Task Order Program (2023) for Utilities Department  
Director's Approval Memo

I concur with the Selection Board's evaluation and recommendation of the 8 (Eight) contractors listed below to execute the subject Augusta Utilities (AUD) Task Order Program as well as the 6 (Six) contractors who have requested the ability to work on Fort Eisenhower. These contractors have shown through their Statements of Qualifications the experience and ability to meet the demands of the Task Order Program for AUD.

The 8 (Eight) contractors for projects in Augusta-Richmond County:


1. Blair Construction
2. BD Garner Sitework
3. CBH Excavation
4. Beams Contracting
5. Garnto Southern Construction
6. Gearig Civilworks
7. Quality Plus Services
8. Shockley Plumbing


The 6 (Six) contractors for projects within Fort Eisenhower:

1. Blair Construction
2. BD Garner Sitework
3. Beams Contracting
4. Garnto Southern Construction
5. Gearig Civilworks
6. Quality Plus Services

AUD will submit a Muni-Agenda item after Procurement's receipt of the required contractors' documents for Commission approval of the Task Order Program for Utilities Department.

cc: Chad Hendrix, PE *CPH*  
Tate Horton *TH*  
Nancy Williams

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |           |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------|
| <div><div>RFQ Evaluation Sheet - RFQ Item #23-263<br/>Task Order Program for Water &amp; Sewer Infrastructure for Augusta, GA – Utilities Department<br/>RFQ Date: Tuesday, October 10, 2023 @ 11:00 a.m<br/>Evaluation Date: Wednesday November 15, 2023 @ 9:00 a.m. via ZOOM</div></div>                                                                                                                                                                                                                                       |         |           |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Vendors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |         |           | BD Garner Sitework, LLC<br>6192 GA Hwy 23 South<br>Waynesboro, GA 30830<br>(706) 871-5496 | Beams Contracting, Inc.<br>15030 Atomic Rd<br>Beech Island, SC 29842<br>(803) 827-0136 | Blair Constructions, Inc.<br>4308 Evans to Locks Rd<br>Evans, Georgia, 30809<br>(706) 868-1950 | CBH Excavation<br>2383 Ridge Rd NW<br>Norwood, GA 30821<br>(706) 739--4230 | Garnto Southern Construction<br>4811 Clark Dr<br>Evans, GA 30809<br>(706) 814-5266 | GEARIG Civilworks, LLC<br>322 Grimaude Blvd<br>Grovetown, GA 30813<br>(706) 860-5981 | Quality Plus Services, Inc.<br>1213 11th Avenue<br>Fort Eisenhower, GA 30905<br>(706) 831-7191 | Shockley Plumbing, Inc.<br>1749 Habersham Ch Rd<br>Perkins, GA 30442<br>(478) 494-6680 | Vortex Services, LLC |
| Phase 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |         |           | Ranking of 0-5 (Enter a number value between 0 and 5)                                     |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Ranking | Points    | Scale 0 (Low) to 5 (High)                                                                 |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| 1. Completeness of Response<br>• Package submitted by the deadline<br>• Package is complete (includes requested information as required per this solicitation)<br>• Attachment B is complete, signed and notarized                                                                                                                                                                                                                                                                                                                                                                                               | N/A     | Pass/Fail | PASS                                                                                      | PASS                                                                                   | PASS                                                                                           | PASS                                                                       | PASS                                                                               | PASS                                                                                 | PASS                                                                                           | PASS                                                                                   | FAIL                 |
| 2. Qualifications & Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | (0-5)   | 20        | 4.5                                                                                       | 5.0                                                                                    | 5.0                                                                                            | 4.5                                                                        | 5.0                                                                                | 5.0                                                                                  | 4.5                                                                                            | 4.5                                                                                    |                      |
| 3. Organization & Approach                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | (0-5)   | 15        | 4.5                                                                                       | 5.0                                                                                    | 4.5                                                                                            | 5.0                                                                        | 4.5                                                                                | 5.0                                                                                  | 5.0                                                                                            | 5.0                                                                                    |                      |
| 4.Scope of Services<br>Scope of Services - Contractor’s understanding of the Scope of Services and task requirements to be performed included in Section 3. Contractor’s approach to the overall project costs, schedule, quality assurance/quality control, and other issues critical to this project. Detail information and experience is to be included in Appendix A to include the following: Contractor’s experience with the installation of Water and Wastewater Construction with emphasis on distribution lines and gravity sewer systems in high water table environments using their own equipment. | (0-5)   | 15        | 4.5                                                                                       | 5.0                                                                                    | 5.0                                                                                            | 4.5                                                                        | 4.5                                                                                | 5.0                                                                                  | 5.0                                                                                            | 5.0                                                                                    |                      |
| 5. *FORT GORDON TASK ORDER PROGRAM (ONLY) (to be included by vendors to qualify for FORT GORDON TASK ORDER PROGRAM ONLY) Federal Experience - The contractor shall provide a listing of all current projects’ commitments and past completed projects on federal government installations                                                                                                                                                                                                                                                                                                                        |         | 10        | 5.0                                                                                       | 5.0                                                                                    | 5.0                                                                                            | 0.0                                                                        | 5.0                                                                                | 5.0                                                                                  | 4.0                                                                                            | 0.0                                                                                    |                      |
| 6. References                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | (0-5)   | 10        | 5.0                                                                                       | 5.0                                                                                    | 5.0                                                                                            | 5.0                                                                        | 5.0                                                                                | 5.0                                                                                  | 5.0                                                                                            | 5.0                                                                                    |                      |
| 7. Financial Stability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | (0-5)   | 5         | 4.0                                                                                       | 5.0                                                                                    | 5.0                                                                                            | 5.0                                                                        | 5.0                                                                                | 5.0                                                                                  | 5.0                                                                                            | 5.0                                                                                    |                      |
| 8. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         |           |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Within Richmond County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 5       | 10        |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      | 5.0                                                                                            |                                                                                        |                      |
| Within CSRA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 5       | 6         | 5.0                                                                                       | 5.0                                                                                    | 5.0                                                                                            | 5.0                                                                        | 5.0                                                                                | 5.0                                                                                  |                                                                                                | 5.0                                                                                    |                      |
| Within Georgia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 5       | 4         |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Within SE United States (includes AL, TN, NC, SC, FL)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 5       | 2         |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| • All Others                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 5       | 1         |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |         |           | 32.5                                                                                      | 35.0                                                                                   | 34.5                                                                                           | 29.0                                                                       | 34.0                                                                               | 35.0                                                                                 | 33.5                                                                                           | 29.5                                                                                   | 0.0                  |
| Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |           |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| 8. Presentation by Team                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | (0-5)   | 10        |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| 9. Q&A Response to Panel Questions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | (0-5)   | 5         |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 75)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |           | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 0.0                                                                                            | 0.0                                                                                    | 0.0                  |
| Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |           |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Total Cumulative Score (Maximum point is 500)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |         |           | 32.5                                                                                      | 35.0                                                                                   | 34.5                                                                                           | 29.0                                                                       | 34.0                                                                               | 35.0                                                                                 | 33.5                                                                                           | 29.5                                                                                   | 0.0                  |
| Internal Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |           |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Evaluator: Cumulative Date: 11/15/23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |           |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Procurement DepartmentRepresentative: Nancy Williams                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |           |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Procurement Department Completion Date: 11/15/23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |         |           |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------|
| <div><div></div><div><div>RFQ Opening - RFP Item #23-263</div><div>Task Order Program for Water &amp; Sewer Infrastructure for Augusta, GA – Utilities Department</div><div>RFQ Date: Tuesday, October 10, 2023 @ 11:00 a.m</div><div>Evaluation Date: Wednesday November 15, 2023 @ 9:00 a.m. via ZOOM</div></div></div>                                                                                                                                                                                                      |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Vendors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | BD Garner Sitework, LLC<br>6192 GA Hwy 23 South<br>Waynesboro, GA 30830<br>(706) 871-5496 | Beams Contracting, Inc.<br>15030 Atomic Rd<br>Beech Island, SC 29842<br>(803) 827-0136 | Blair Constructions, Inc.<br>4308 Evans to Locks Rd<br>Evans, Georgia, 30809<br>(706) 868-1950 | CBH Excavation<br>2383 Ridge Rd NW<br>Norwood, GA 30821<br>(706) 739--4230 | Garnto Southern Construction<br>4811 Clark Dr<br>Evans, GA 30809<br>(706) 814-5266 | GEARIG Civilworks, LLC<br>322 Grimaude Blvd<br>Grovetown, GA 30813<br>(706) 860-5981 | Quality Plus Services, Inc.<br>1213 11th Avenue<br>Fort Eisenhower, GA 30905<br>(706) 831-7191 | Shockley Plumbing, Inc.<br>1749 Habersham Ch Rd<br>Perkins, GA 30442<br>(478) 494-6680 | Vortex Services, LLC |
| Phase I                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Weighted Scores                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| 1. Completeness of Response<br>• Package submitted by the deadline<br>• Package is complete (includes requested information as required per this solicitation)<br>• Attachment B is complete, signed and notarized                                                                                                                                                                                                                                                                                                                                                                                               | PASS                                                                                      | PASS                                                                                   | PASS                                                                                           | PASS                                                                       | PASS                                                                               | PASS                                                                                 | PASS                                                                                           | PASS                                                                                   | FAIL                 |
| 2. Qualifications & Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 90.0                                                                                      | 100.0                                                                                  | 100.0                                                                                          | 90.0                                                                       | 100.0                                                                              | 100.0                                                                                | 90.0                                                                                           | 90.0                                                                                   | 0.0                  |
| 3. Organization & Approach                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 67.5                                                                                      | 75.0                                                                                   | 67.5                                                                                           | 75.0                                                                       | 67.5                                                                               | 75.0                                                                                 | 75.0                                                                                           | 75.0                                                                                   | 0.0                  |
| 4.Scope of Services<br>Scope of Services - Contractor’s understanding of the Scope of Services and task requirements to be performed included in Section 3. Contractor’s approach to the overall project costs, schedule, quality assurance/quality control, and other issues critical to this project. Detail information and experience is to be included in Appendix A to include the following: Contractor’s experience with the installation of Water and Wastewater Construction with emphasis on distribution lines and gravity sewer systems in high water table environments using their own equipment. | 67.5                                                                                      | 75.0                                                                                   | 75.0                                                                                           | 67.5                                                                       | 67.5                                                                               | 75.0                                                                                 | 75.0                                                                                           | 75.0                                                                                   | 0.0                  |
| 5. *FORT GORDON TASK ORDER PROGRAM (ONLY)<br>(to be included by vendors to qualify for FORT GORDON TASK ORDER PROGRAM ONLY) Federal Experience - The contractor shall provide a listing of all current projects’ commitments and past completed projects on federal government installations                                                                                                                                                                                                                                                                                                                     | 50.0                                                                                      | 50.0                                                                                   | 50.0                                                                                           | 0.0                                                                        | 50.0                                                                               | 50.0                                                                                 | 40.0                                                                                           | 0.0                                                                                    |                      |
| 6. References                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 50.0                                                                                      | 50.0                                                                                   | 50.0                                                                                           | 50.0                                                                       | 50.0                                                                               | 50.0                                                                                 | 50.0                                                                                           | 50.0                                                                                   | 0.0                  |
| 7. Financial Stability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 20.0                                                                                      | 25.0                                                                                   | 25.0                                                                                           | 25.0                                                                       | 25.0                                                                               | 25.0                                                                                 | 25.0                                                                                           | 25.0                                                                                   | 0.0                  |
| 8. Proximity to Area    (only choose 1 line according to location of the company - enter the ranking value for the one line only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Within Richmond County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 50.0                                                                                           | 0.0                                                                                    | 0.0                  |
| Within CSRA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 30.0                                                                                      | 30.0                                                                                   | 30.0                                                                                           | 30.0                                                                       | 30.0                                                                               | 30.0                                                                                 | 0.0                                                                                            | 30.0                                                                                   | 0.0                  |
| Within Georgia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 0.0                                                                                            | 0.0                                                                                    | 0.0                  |
| Within SE United States (includes AL, TN, NC, SC, FL)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 0.0                                                                                            | 0.0                                                                                    | 0.0                  |
| • All Others                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 0.0                                                                                            | 0.0                                                                                    | 0.0                  |
| Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 375.0                                                                                     | 405.0                                                                                  | 397.5                                                                                          | 337.5                                                                      | 390.0                                                                              | 405.0                                                                                | 405.0                                                                                          | 345.0                                                                                  | 0.0                  |
| Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| 8. Presentation by Team                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 0.0                                                                                            | 0.0                                                                                    | 0.0                  |
| 9. Q&A Response to Panel Questions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 0.0                                                                                            | 0.0                                                                                    | 0.0                  |
| Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 75)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0.0                                                                                       | 0.0                                                                                    | 0.0                                                                                            | 0.0                                                                        | 0.0                                                                                | 0.0                                                                                  | 0.0                                                                                            | 0.0                                                                                    | 0.0                  |
| Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Total Cumulative Score<br>(Maximum point is 500)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 375.0                                                                                     | 405.0                                                                                  | 397.5                                                                                          | 337.5                                                                      | 390.0                                                                              | 405.0                                                                                | 405.0                                                                                          | 345.0                                                                                  | 0.0                  |
| Internal Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Evaluator:      Cumulative      Date: 11/15/23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Procurement DepartmentRepresentative:_____Nancy Williams_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |
| Procurement Department Completion Date: 11/15/23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                           |                                                                                        |                                                                                                |                                                                            |                                                                                    |                                                                                      |                                                                                                |                                                                                        |                      |

## **FYI: Process Regarding Request for Proposals**

### **Sec. 1-10-51. Request for proposals.**

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

### **Sec. 1-10-52. Sealed proposals.**

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
  - (4) The quality of performance on previous contracts;
  - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
  - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
  - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
  - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.





## Commission Meeting

May 7, 2024

Item Name: Approve MOU with Augusta University to develop an internship program centered around Smart City sensors and programs.

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|                                                       |                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Utilities                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Presenter:</b>                                     | Wes Byne                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Caption:</b>                                       | Motion to <b>approve</b> the extension of the existing MOU with Augusta University to develop an internship program centered around Smart City sensors and programs. ( <b>Approved by Engineering Services Committee April 30, 2024</b> )                                                                                                                                           |
| <b>Background:</b>                                    | AUD and AED have worked with Augusta University since 2014 on a variety of initiatives around developing intelligent water sensing products. AUD and AU have met and discussed a method to formalize this process and expand the program to quicken the pace of development and deployment of products. This MOU will allow that process while remaining flexible for future needs. |
| <b>Analysis:</b>                                      | This MOU would allow for the commitment of full-time faculty and staff for approximately 3 months per year, in addition to approximately 5 full-time students and materials. AU will provide facilities as well as specialized knowledge of electronics required to rapidly prototype and assemble these projects.                                                                  |
| <b>Financial Impact:</b>                              | Funding in the amount of \$255,309 in to the following accounts: 506-04-3110/52-13119                                                                                                                                                                                                                                                                                               |
| <b>Alternatives:</b>                                  | No alternatives are recommended                                                                                                                                                                                                                                                                                                                                                     |
| <b>Recommendation:</b>                                | AUD recommends approving this MOU.                                                                                                                                                                                                                                                                                                                                                  |
| <b>Funds are available in the following accounts:</b> | Funds are available in the following accounts after transfer:<br>G/L 506-04-3110/52-13119                                                                                                                                                                                                                                                                                           |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                                                                                                                                                                                                                                 |

# Non-Clinical Sponsored Agreement

## AUGUSTA UNIVERSITY RESEARCH INSTITUTE SPONSORED AGREEMENT

Agreement No. 40904

THIS SPONSORED AGREEMENT, dated as of March 19, 2024 (“Agreement”), is made and entered into by and between Augusta Utilities and being a local government entity (hereinafter referred to as “Sponsor”), and Augusta University Research Institute, Inc. a Georgia nonprofit research and educational corporation, (hereinafter AURI) located at Augusta University, 1120 15th Street, Augusta, GA 30912-4810.

WHEREAS, the sponsored program contemplated by this Agreement is of mutual interest and benefit to AURI and to Sponsor, and will further the instructional and research objectives of AURI in a manner consistent with its status as a non-profit, tax-exempt, research and educational institution;

WHEREAS, the research program (hereinafter “Sponsored Program”) will be performed through an MOU with Augusta University (hereinafter “Augusta University”).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

### SECTION 1. DEFINITIONS

1.1 “Project Period” shall mean the period commencing as of May 20, 2024, and ending on May 18, 2025. The Project Period may be extended by written agreement of duly authorized representatives of Sponsor and AURI.

1.2 “Intellectual Property” shall mean all patentable inventions, discoveries, software, formulae, processes, methods, techniques, data, and databases.

1.3 “Intellectual Property Protections” shall mean the registration, application, filing, prosecution or maintenance of a patent, copyright, or other protective measure for Intellectual Property.

1.4 “Sponsored Project” shall mean the project and deliverables as described in Exhibit A.

1.5 “Principal Investigator(s)” shall mean Dr. Joseph Hauger. The Principal Investigators shall conduct, supervise and direct the Sponsored Project. Principal Investigator shall not be changed without the prior written consent of Sponsor and AURI. The Principal Investigator is not authorized to amend or modify this Agreement. Any such amendments or modifications must be approved by the Division of Sponsored Programs.

1.6 “Project Funds” shall mean those funds to be paid by Sponsor to AURI for the Sponsored Project in the amount of **two hundred fifty-five thousand three hundred and nine dollars (\$255,309)** as set forth in the budget attached as Exhibit B.

1.7 “Project Team” shall mean the Principal Investigator(s) Dr. Joseph Hauger and any faculty, staff, or students supported by the Project Funds.

1.8 “Field of Use” shall mean sensors for use in municipal services, including water quality monitoring.

## SECTION 2. PROJECT FUNDS

2.1 Sponsor shall pay AURI the Project Funds for direct and indirect costs incurred in the conduct of the Sponsored Project. Sponsor acknowledges that this amount is a good faith estimate only and not a guarantee of the cost to conduct the Sponsored Project. AURI shall promptly notify Sponsor of any anticipated funding deficiencies, including an estimate of the additional funds required. Sponsor may, in its discretion, provide AURI all or part of such additional funds. In no event shall AURI be obligated to incur costs in excess of the Project Funds paid by Sponsor to AURI.

2.2 Sponsor shall make an advance payment of \$ 35,000 of the Project Funds upon execution of this Agreement, to cover startup costs of the project. Thereafter, AURI shall invoice Sponsor no less than monthly for expenses incurred up to the total of \$255,309.

All payments shall be in U.S. dollars and made by check payable to the order of AURI and delivered to:

Augusta University Research Institute, Inc.  
P.O. Box 945552  
Atlanta, GA 30394-5552  
Attn: Agreement # 40904  
The AURI tax identification number is 58-1418202.

Commencement of the Project is contingent upon the timely receipt of the foregoing advance payment of the Project Funds. A final payment that includes all outstanding payments due will be sent within thirty (30) days after all data has been received by Sponsor and all queries have been resolved.

2.3 AURI shall account for, and maintain records of, direct and indirect costs incurred in the conduct of the Sponsored Project in accordance with AURI's standard policies and practices. Such records shall be made available for Sponsor's review during AURI's normal business hours upon reasonable prior notice, but not more frequently than once a year.

2.4 Sponsor acknowledges and agrees that payments are made payable or sent to any individual other than specified above shall not be credited toward fulfillment of Sponsor's obligations under this Article.

2.5 Augusta University shall retain title to any equipment purchased with funds provide by Sponsor under this agreement.

### **SECTION 3. PUBLICATIONS AND PRESENTATIONS; OTHER RESEARCH RIGHTS; NAME AND LOGO USE**

3.1 Publications and Presentations. Sponsor acknowledges that AURI, the Principal Investigator and the other Project Team members shall have the right to publish or otherwise publicly disclose at academic and professional conferences and other meetings the results of the Sponsored Project, subject to the following limitations. A draft copy of the proposed publication or public presentation shall be provided to Sponsor for its review at least 30 days prior to submission for publication or public presentation. During such 30 day period, Sponsor may request that AURI delay the proposed publication or public presentation for up to an additional 30 days to allow for patent or copyright filings or other matters related to the protection of Intellectual Property. In addition, Sponsor may suggest changes to the proposed publication or public presentation, but the author shall retain final authority; provided, however, that the author shall be obligated to remove any confidential information furnished by Sponsor pursuant to the non-disclosure agreement as contemplated below. Notwithstanding anything in this Agreement to the contrary, copyrights in publications, public presentations and other scholarly writings shall be owned by their respective authors.

3.2 Other Research Rights. Sponsor acknowledges that this Agreement shall not be construed to limit the freedom of AURI, the Principal Investigator or the Project Team members to engage in any other research. Notwithstanding any license that may be granted to Sponsor with respect to the Intellectual Property owned by AURI resulting from the Sponsored Project, AURI shall retain an irrevocable worldwide right to use such Intellectual Property on a non-exclusive royalty-free basis for research and education purposes.

3.3 Name and Logo Use. Neither Sponsor nor AURI shall use the other party's name, trademarks or other logos, or the names of any individuals involved in the Sponsored Project, including, but not limited to, the Principal Investigator and the other Project Team members, in any publication or public presentation without the prior written consent of such other party. The foregoing restriction shall not apply to the inclusion of an acknowledgment of Sponsor's funding of the Sponsored Project in any such publication or public presentation. Notwithstanding the above, each party has the right to post on their websites that an award to AURI/Augusta University has been made and include a short public abstract.

## SECTION 4. INTELLECTUAL PROPERTY

4.1 Any Intellectual Property invented, reduced to practice, created, or developed solely by AURI under this Agreement shall be owned by AURI (“AURI Intellectual Property”).

4.2 Any Intellectual Property invented, reduced to practice, created, or developed solely by Sponsor under this Agreement shall be owned by Sponsor (“Sponsor Intellectual Property”).

4.3 Any Intellectual Property invented, reduced to practice, created, or developed jointly by AURI and Sponsor under this Agreement shall be owned jointly by AURI and Sponsor (“Joint Intellectual Property”).

4.4 Invention Disclosures. AURI will notify Sponsor, in confidence and in writing (“Notification”), of any Intellectual Property resulting from the Sponsored Project reported to AURI pursuant to AURI’s Intellectual Property Policy then in effect (“Disclosure”). Notification shall be made by AURI within sixty (60) days of receipt of Disclosure. Intellectual Property Disclosures made by AURI pursuant to this section, and any related discussions between Sponsor and AURI shall be kept confidential by Sponsor, and shall not be further disclosed or used by Sponsor in any manner inconsistent with the provisions of this Agreement. Upon receipt of Disclosure, Sponsor may request (under either licensing option) that AURI pursue Intellectual Property Protections in a particular country at Sponsor’s expense.

4.5 Joint Intellectual Property. In the event that either party desires to obtain any Intellectual Property Protections concerning Joint Intellectual Property, such party will notify the other party and the parties shall mutually agree upon patent strategy and cost allocation. Each party agrees to execute documentation necessary in connection therewith. Title to all patents issued on Joint Intellectual Property shall be joint and each party shall have the right to license such Joint Intellectual Property to third parties, with the right to sublicense thereunder, without accounting to the other and without seeking the consent of the other. In the event that consent by each joint owner is necessary for either joint owner to non-exclusively license the Joint Intellectual Property, the parties hereby consent to the other party’s grant of one or more licenses under the Joint Intellectual Property to third parties and shall execute any document or do any other reasonable act deemed necessary to evidence such consent.

## SECTION 5. LICENSING OPTIONS

5.1 In accordance of Section 4 and the remainder of Section 5, it is anticipated that Intellectual Property resulting from the Sponsored Project, whether hardware or software, will be released under an open-source license.

Any software code developed pursuant to this Sponsored Project shall be contributed and released pursuant to the Apache 2.0 or an equivalent permissive open-source license.

For hardware, design files for the hardware shall be released under a copyleft license once any Intellectual Property has been disclosed, reviewed, and potentially protected under Sections 4 and 5 of this agreement. This license will be under the CERN Open Hardware License, the TAPR Open Hardware License, or an equivalent open-source hardware license.

5.2 Sponsor’s Evaluation of AURI’s Intellectual Property. Intellectual Property owned by AURI resulting from the Sponsored Project disclosed by AURI to Sponsor may be used by Sponsor on a non-exclusive royalty-free basis, solely for internal research purposes to evaluate whether or

not Sponsor is interested in licensing the technology from AURI.

**5.3 License Options.** Within sixty (60) days after Notification to Sponsor by AURI of a Disclosure, Sponsor may request (1) a non-exclusive, non-transferable, limited term, royalty-bearing license, or (2) an exclusive, non-transferable, limited-term, royalty-bearing license, to AURI Intellectual Property and/or AURI's ownership in Joint Intellectual Property in the Field of Use ("Option Period"); however, neither option shall be available to Sponsor if Sponsor is in breach of this Agreement, if Sponsor or any of Sponsor's affiliates, parents or subsidiaries are in breach of any license agreement with AURI, or if this Agreement has been terminated because of a breach by Sponsor. The license will be to make, have made, use, import, lease, sell, or otherwise dispose of products and/or services (a) in the United States and/or any other country for which Sponsor alone or Sponsor and AURI jointly choose to obtain Intellectual Property Protections and (b) in the Field of Use which embodies some or all of such Intellectual Property covered by the Disclosure. Sponsor agrees to demonstrate reasonable efforts to commercialize such Intellectual Property. The license shall be based on mutually-agreeable economic conditions and in accordance with standard AURI terms and conditions. Sponsor shall have ninety (90) days from the date of written notification to AURI of its intention to license the AURI Intellectual Property to negotiate a license agreement with AURI ("Negotiation Period"). Sponsor agrees to reimburse AURI for all Intellectual Property Protection costs and related expenses during the Option and Negotiation Periods. After expiration of the Negotiation Period, Sponsor shall have no further rights to AURI Intellectual Property. Such Negotiation Period, however, may be extended by the mutual consent of both parties.

**5.4 AURI's Research License.** AURI will have a non-exclusive, non-transferable, non-royalty bearing license to use and make derivative works of all Sponsor Intellectual Property solely for the purpose of fulfilling its obligations to complete the Sponsored Project.

## **SECTION 6. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION; INDEMNIFICATION; EXPORT COMPLIANCE**

**6.1 Disclaimer of Warranties.** Notwithstanding anything in this Agreement to the contrary, AURI makes no representations or warranties of any kind, express or implied, concerning the results of the Sponsored Project or any related Intellectual Property, including, but not limited to, representations and warranties as to non infringement, merchantability and fitness for any particular purpose.

**6.2 Liability Limitation.** Neither Sponsor nor AURI shall be liable for any incidental, consequential, special or other economic damages, such as loss of anticipated business or profits, suffered by the other party in connection with this Agreement, the Sponsored Project or any related Intellectual Property, including, but not limited to, any use or commercialization thereof.

## **SECTION 7. INDEMNIFICATION AND INSURANCE**

Sponsor agrees to indemnify and hold harmless AURI and its duly authorized agents, servants and employees from all claims, demands, actions, causes of action and suites of whatever kind or nature and to indemnify AURI and its duly authorized agents, servants and employees from all damages, losses, judgments, costs and fees, including attorneys' fees, which result from this Study, provided that:

- (1) AURI, and its agents, servants and employees have followed the Protocol described herein as Exhibit A and were not negligent in conducting the work under Protocol; and

(2) AURI promptly gives SPONSOR notice of, and the right to defend against, any claim or

suit as well as the unconditional right to settlement of such suits in the sole discretion of SPONSOR; and

(3) AURI agrees to cooperate fully with SPONSOR in its defense of any claim or suit. AURI warrants and represents that Augusta University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by Augusta University. Augusta University has no liability insurance policy as such that can extend protection to any other person. Sponsor acknowledges that this Agreement does not confer upon Sponsor any right of claim of indemnification by the AURI or Augusta University, either express or implied.

7.1 Sponsor's Export Compliance. All rights granted to Sponsor in connection with this Agreement, the Sponsored Project and the Intellectual Property resulting from the Sponsored Project are subject to compliance with U.S. laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. Sponsor shall not, directly or indirectly, export any such controlled commodities in connection with this Agreement, the Sponsored Project or the Intellectual Property resulting from the Sponsored Project, unless the required authorization and/or license is obtained from the proper governmental authorities prior to export. By granting Sponsor rights in this Agreement, the Sponsored Project and the Intellectual Property resulting from the Sponsored Project, AURI does not represent that an export authorization and/or license will not be necessary or, if necessary, that such authorization and/or license will be granted.

## **SECTION 8. SPONSOR'S CONFIDENTIAL PROPRIETARY INFORMATION**

Sponsor's Confidential Proprietary Information. In the event it becomes necessary for Sponsor to furnish any of its confidential proprietary information to AURI for purposes of the Sponsored Project, Sponsor may request that the Principal Investigator and the other Project Team members individually execute appropriate non disclosure agreements with Sponsor. Notwithstanding the foregoing, Sponsor shall not disclose to AURI, the Principal Investigator or the other Project Team members, any information subject to U.S. export laws or regulations. Sponsor acknowledges that AURI shall not be obligated to accept any confidential proprietary information from Sponsor, and AURI shall not bear any institutional responsibility with respect to any such information provided by Sponsor.

## **SECTION 9. TERMINATION; ACTIONS UPON TERMINATION; SURVIVAL OF OBLIGATIONS**

9.1 Termination. This Agreement may be terminated prior to the expiration of the Project Period as follows:

- (a) By written agreement of the parties, effective upon the date set forth in such agreement;
- (b) By either Sponsor or AURI in the event the other party fails to cure any material breach of this Agreement within 30 days after receipt of written notice of such breach from the



terminating party, effective upon receipt of written notice from the terminating party, after the expiration of the 30 day cure period; and

(c) By either Sponsor or AURI in the event the Principal Investigator is no longer able to conduct the Sponsored Project on behalf of AURI, effective upon receipt of written notice from the terminating party.

## 9.2 Actions upon Termination. Upon any expiration or termination of this Agreement:

(a) Sponsor shall not be obligated to make any further payments of Project Funds to AURI pursuant to Exhibit B;

(b) AURI shall be entitled to retain any prior payments of Project Funds by Sponsor for direct and indirect costs incurred in connection with the Sponsored Project prior to termination of this Agreement, including non-cancelable commitments for property or services, such as student or postdoctoral support;

(c) AURI shall deliver to Sponsor within 90 days after termination of this Agreement a final accounting report of all Project Funds received and direct and indirect costs incurred in connection with the Sponsored Project, including non-cancelable commitments for property or services, such as student or postdoctoral support; and

(d) AURI shall return to Sponsor any excess Project Funds indicated in such final accounting report within 30 days after delivery of such report to Sponsor.

9.3 Survival of Obligations. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 3.2, 3.3, 4, 5 and 6 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

## SECTION 10. NOTICES

Any notice or other communication of the parties required or permitted to be given or made under this Agreement shall be in writing and be deemed effective upon receipt if delivered personally, by reputable courier, by facsimile or electronic transmission, or by certified registered mail, postage prepaid, return receipt requested, addressed to the other party as follows (or as changed by written notice pursuant to Section 9):

### **Sponsor**

Contractual and Administrative:

### **AURI**

Contractual and Administrative:

Jason Guilbeault  
Executive Director  
Augusta University Research Institute, Inc.  
CJ-3301, 1120 15th Street  
Augusta, GA 30912-4810

Phone: 706-721-3087

E-mail: [ogc@augusta.edu](mailto:ogc@augusta.edu)

Technical:

Technical: Dr. Joseph Hauger

Phone: 706-737-1541

Email: [jhauger@augusta.edu](mailto:jhauger@augusta.edu)

## **SECTION 11. MISCELLANEOUS**

**11.1 Power and Authority; Due Authorization; No Conflict; Enforceability; Binding Effect.** Each party represents and warrants to the other party that (i) such party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by such party and does not and shall not conflict with any agreement or instrument to which it is bound, (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, and (iv) this Agreement, and the interests, rights, duties and obligations hereunder, shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

**11.2 Entire Agreement; Further Assurances.** This Agreement, including Exhibits A and B attached hereto, constitutes the entire agreement between the parties, and supersedes any prior or contemporaneous negotiations, understandings and agreements, with respect to the subject matter hereof. In addition, the terms of any purchase order or other purchasing document issued for this Sponsored Project, and prepared and executed subsequent to signing this Agreement, shall not be applicable to this Agreement other than to provide for funding as identified herein. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.

**11.3 No Assignment; No Amendment; No Waiver.** This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this Agreement, and such party shall have all remedies provided herein and at law and in equity with respect to such act and any subsequent act constituting the same.

**11.4 Force Majeure; Remedies Cumulative.** Either party's delayed performance under this Agreement may be temporarily excused without liability, if such delay is a result of causes or conditions beyond that party's control and without that party's fault or negligence (such causes or conditions specifically do not include the financial incapacity to pay); provided, however, that such party must diligently pursue actions to remedy such cause or condition. The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law and in equity.

11.5 Resolution of Disputes. In the event of any dispute or disagreement between the parties either in interpreting any provision of this Agreement or about the performance of either party and upon the written request of either party, each of the parties will appoint a designated representative to attempt to resolve such dispute or disagreement. The designated representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without any formal proceedings. The specific format of such discussion shall be left to the discretion of the designated representatives. No litigation for the resolution of such dispute may be commenced until the designated representatives have met and either party has concluded in good faith that amicable resolution through continued negotiation does not appear likely (unless either party fails or refuses to appoint a designated representative and schedule a meeting of such representatives within thirty (30) days after a request to do so by the other party).

11.6 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States and the laws of the State of Georgia (without regard to the conflicts or choice of law principles thereof).

11.7 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practical, be deemed valid and enforceable, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

11.8 Construction of Agreement. The provisions of this Agreement shall not be construed more favorably toward one party than the other party as a result of one party being the primary drafter of the Agreement. This section and other headings in this Agreement are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.

11.9 Independent Contractor Relationship; No Third Party Beneficiaries. Sponsor and AURI intend that their relationship under this Agreement shall be as independent contractors, and neither Sponsor nor AURI shall conduct themselves in a manner inconsistent with such independent contractor status. Nothing in this Agreement nor any performance hereunder is intended, or shall be construed, to create a partnership, joint venture or other form of business enterprise, or relationship of agency or employment, between Sponsor and AURI (including, but not limited to, the Principal Investigator and the other Project Team members). Moreover, neither party shall have the authority to enter into contracts on behalf of the other party. Nothing in this Agreement, express or implied, is intended to confer, any benefits, rights or remedies on any person, other than the parties hereto and their successors and permitted assigns.

11.10 Conflict of Interest. Augusta University institutional policy requires that persons engaged in Sponsored research must disclose potential financial conflicts of interest with such research, including certain consulting, stock ownership or other relationships with a company which Sponsors such research, and that Augusta University must take measures to eliminate or minimize any effects of such potential conflicts on the objectivity of such research. By signing

below, Principal Investigators agrees to comply with Augusta University institutional policy and requirements governing conflict of interest.

11.11 Record Retention: Augusta University agrees to retain all books, financial records and other documents relative to this Agreement for three (3) years, or as required by Federal, State or local laws, following completion or termination of the Agreement. AURI shall retain copies of all documentation.

11.12 Nondiscrimination. Neither AURI nor Sponsor shall discriminate against any person on the basis of race, national origin, religion, creed, sex, sexual orientation, age or handicaps in the performance of this Agreement.

11.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Sponsor and AURI have each duly executed and delivered this Agreement as of the date first written above.

Augusta Utilities

Augusta University Research Institute, Inc.

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

DocuSigned by:  
*Jason Guilbeault*  
7AE2D6780DD0410...  
By: Jason Guilbeault, MBA, CRA

Date: \_\_\_\_\_

Date: 3/22/2024 | 08:40:43 EDT

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

Title: Executive Director



Acknowledge and Agreed by PI(s):

By: Dr. Joseph Hauger, PhD

DocuSigned by:  
*Dr. Joseph Hauger*  
EB457BE679EB400...

Date: 3/22/2024 | 08:31:56 EDT

Title: Professor

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

Date: \_\_\_\_\_

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

## Exhibit A

### **Timeline:**

#### Summer Intern Program

Summer Interns would work between 20 May and 26 July, 2024.

#### Academic Year Intern Program

Academic Year Interns would work between 5 August, 2024 and 18 May, 2025.

### **Job Description:**

Interns employed through the Augusta Utilities – Augusta University summer program will be trained on a variety of design, fabrication and electronics skills before being assigned to a research and development project of interest to the overall goals of the program. The initial training would teach basic skills that would improve the overall capability in the applied sciences. These skills would be refined during the research and development project phase of the internship under the guidance of more experienced interns as well as scientists and engineers supervising this work.

The following is a listing of skills and capabilities that we expect to be included in the initial training of each student intern:

- ☐ 3D Computer Aided Design (3D CAD)
- ☐ 3D Printing
- ☐ Basic hand tools and safety protocols
- ☐ Basic power tools and safety protocols
- ☐ Electronic circuit construction and prototyping
- ☐ Applications of fundamental electronic components including resistors, capacitors, inductors, diodes, transistors, operational amplifiers, power supplies, regulators
- ☐ Basic electronic instruments including digital multimeters and oscilloscopes.
- ☐ Design and fabrication of printed circuit boards (PCBs)
- ☐ Soldering, connecting and device construction methods.
- ☐ Microcontroller programming and selection
- ☐ Internet of things (IoT) techniques and applications
- ☐ Device interconnectivity and long-range communications via LoRaWAN
- ☐ Battery use, solar charging and low-power electronics techniques.
- ☐ Experimental fluid mechanics

## Exhibit B

**Augusta University Research Institute – Augusta Utilities Budget**

## ❖ Faculty

- 2.0 summer month salary ( $2 \times \$16,047 = \$32,094$ )
  - 2.7 academic months (30% effort) ( $2.7 \times \$16,047 = \$43,327$ )
  - Summer Fringe (21%) \$6,740
  - Academic Fringe (34%) \$14,731
- Total: \$96,892

## ❖ Student Interns

- Summer: 10 Weeks, 40 hours, 15\$/hour rate (\$6,000 each): \$48,000 for eight students
  - Academic Year: 2 terms, 15 weeks, 5 hours weekly (\$2,250 each): \$9,000 for four students
- Total: \$57,000

## ❖ Supplies and Consumables

- Electronics supplies: \$5,000
  - Shop supplies (3D printing, CNC materials): \$10,000
- Total: \$15,000

## ❖ Equipment

- Tools: \$1,000
  - CNC: \$15,000
  - Hydraulic Flume Accessories: \$10,000
- Total: \$26,000

**Direct Cost:** \$194,892

**Indirect Cost (31%):** \$60,417

**Total Project Cost:** \$255,309

**Certificate Of Completion**

Envelope Id: 3149AFE01A5F48D595A4B963358C83A3

Status: Completed

Subject: Complete with DocuSign: Augusta Utilities - Template Sponsored Agreement draft 031824 V3.docx

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Signatures: 2

Envelope Originator:

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Initials: 1

Michael Carr

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1120 15th Street

Envelopeld Stamping: Enabled

Augusta, GA 30912

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

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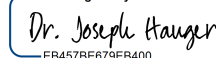
Dr. Joseph Hauger

jhauger@augusta.edu

Professor of Physics

Security Level: Email, Account Authentication  
(None)**Signature**

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ID: 32b37fd2-9f23-43e9-a5c2-194a81d12dd6

Michael Carr

mcarr2@augusta.edu

Director, Pre-Award Services

Augusta University

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Drawn on Device

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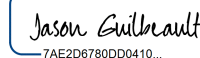
Jason Guilbeault

JGUILBEAULT@augusta.edu

AVP, DSPA

Augusta University Research Institute - 1120 15th  
Street, CJ-3301 Augusta, GA 30912Security Level: Email, Account Authentication  
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| Carbon Copy Events                                                                                                                                                          | Status | Timestamp                                                   | Item 24. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------------------------------------------------------|----------|
| Karyn Nixon<br>KNIXON@augusta.edu<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | COPIED | Sent: 3/22/2024 8:40:44 AM<br>Viewed: 3/25/2024 12:57:27 PM |          |

| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status           | Timestamps           |
|-------------------------|------------------|----------------------|
| Envelope Sent           | Hashed/Encrypted | 3/22/2024 8:24:34 AM |
| Certified Delivered     | Security Checked | 3/22/2024 8:40:29 AM |
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| Completed               | Security Checked | 3/22/2024 8:40:44 AM |

| Payment Events | Status | Timestamps |
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| Electronic Record and Signature Disclosure |
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From time to time, Augusta University (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

**Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

**Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Augusta University:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [swright@augusta.edu](mailto:swright@augusta.edu)

**To advise Augusta University of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [swright@augusta.edu](mailto:swright@augusta.edu) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Augusta University**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [swright@augusta.edu](mailto:swright@augusta.edu) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Augusta University**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [swright@augusta.edu](mailto:swright@augusta.edu) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

|                            |                                                                                                                                                           |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Operating Systems:         | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X                                                                                                     |
| Browsers:                  | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader:                | Acrobat® or similar software may be required to view and print PDF files                                                                                  |
| Screen Resolution:         | 800 x 600 minimum                                                                                                                                         |
| Enabled Security Settings: | Allow per session cookies                                                                                                                                 |

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Augusta University as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Augusta University during the course of my relationship with you.



## Commission Meeting

May 7, 2024

### Augusta Corporate Park Utility Extension

|                                                       |                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Utilities Department                                                                                                                                                                                                                                                                |
| <b>Presenter:</b>                                     | Wes Byne, Director                                                                                                                                                                                                                                                                  |
| <b>Caption:</b>                                       | Motion to <b>approve</b> Bid #24-173 for the Augusta Corporate Park Utility Extension to Gearig Civilworks, LLC and approve AUD Director or designee to execute all documents required to ensure EDA compliance. <b>(Approved by Engineering Services Committee April 30, 2024)</b> |
| <b>Background:</b>                                    | This Project will consist of the installation of new water and sewer lines for the new businesses that are planning to build and currently building within the Corporate Park. The new water and sewer lines will meet the current demands that are needed for these businesses.    |
| <b>Analysis:</b>                                      | Cranston Engineering Group and Augusta Utilities Department have reviewed the bid submitted by Gearig Civilworks, LLC. The bid for construction services was deemed to be fair and reasonable by Augusta Utilities Department.                                                      |
| <b>Financial Impact:</b>                              | We have reviewed the bid from Gearig Civilworks, LLC and found it to be reasonable. Funding in the amount of \$2,851,348.51 is available from accounts: G/L:507043490-5425410; J/L: 82300030-5425410                                                                                |
| <b>Alternatives:</b>                                  | No alternatives are recommended.                                                                                                                                                                                                                                                    |
| <b>Recommendation:</b>                                | Augusta Utilities Department recommends the Commission approve the Construction Services to Gearig Civilworks, LLC in the amount of \$2,851,348.51 for the Augusta Corporate Park Utility Extension.                                                                                |
| <b>Funds are available in the following accounts:</b> | Funds are available in the following accounts: G/L:507043490-5425410; J/L: 82300030-5425410                                                                                                                                                                                         |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                                                                                                                                 |

## Invitation to Bid

Sealed bids will be received at this office until **Tuesday, April 9, 2024 @ 3:00 p.m.** via ZOOM Meeting ID: 839 1582 3620;

**Passcode: 24173** for furnishing:

**Bid Item #24-173                      Augusta Corporate Park Utility Extension for Augusta, GA – Utilities Department**

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

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

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime contractors, subcontractors, and suppliers exclusively from ARC Southern. **The fees for the plans and specifications which are non-refundable are \$175.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.e-arc.com](http://www.e-arc.com)) at no charge through **ARC Southern (706 821-0405)** beginning **Thursday, February 29, 2024**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

**Pre-Bid Conference will be held on Monday, March 25, 2024 @ 11:00 a.m. Via Zoom – Meeting ID: 849 0708 6168; Passcode: 24173. Optional site visit on Tuesday, March 26, 2024 @ 10:00 a.m.** Please contact Tate Horton at (762) 685-8504 if you plan to attend.

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Wednesday, March 27, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

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

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle                      February 29, 2024 and March 7, 14, 21, 2024  
Metro Courier                              February 29, 2024

Revised: 2/19/2016



**Bid Opening: Bid Item #24-173 Augusta Corporate Park Utility Extension  
for Augusta, GA – Utilities Department**

**Bid Date: Tuesday April 9, 2024 @3:00 p.m. via ZOOM**

**Total Number Specifications Mailed Out: 21**  
**Total Number Specifications Download (Demandstar): 6**  
**Total Electronic Notifications (Demandstar): 403**  
**Georgia Procurement Registry:**  
**Pre-Proposal Conference Attendees: 15**  
**Total Packages Submitted: 3**  
**Total Noncompliant: 0**

| Vendors                                                                 | Attachment<br>"B" | Addendum<br>1 | E-Verify<br>Number | SAVE<br>Form | Bid Bond | Bid Total      | Compliance<br>Goal |
|-------------------------------------------------------------------------|-------------------|---------------|--------------------|--------------|----------|----------------|--------------------|
| Tri-Star Contractors, Inc.<br>587 Cherry Ave<br>North Augusta, SC 29841 | YES               | YES           | 410842             | YES          | YES      | \$4,522,970.00 | YES                |
| Blair Construction, Inc.<br>4308 Evans To Locks Rd<br>Evans, GA 30809   | YES               | YES           | 224004             | YES          | YES      | \$2,934,731.49 | YES                |
| Gearig<br>322 Grimaude Blvd.<br>Grovetown, GA 30813                     | YES               | YES           | 226337             | YES          | YES      | \$2,851,348.51 | YES                |

**UTILITIES DEPARTMENT**


Wes Byne, P.E.  
Director

Chad Hendrix, P.E.  
Assistant Director

**MEMO**

**DATE:** April 17, 2024

**TO:** Geri Sams, Director, Procurement Department

**THROUGH:** Wes Byne, P.E., Director of Utilities 

**FROM:** Tate Horton, Construction Engineer

**SUBJECT:** Bid Item #24-173  
Augusta Corporate Park Utility Extension  
Recommendation of Award

AUD has reviewed the bid tabulation and submittals received for the above referenced project. We agree with Cranston Engineering Group, PC., that Gearig Civilworks, LLC is the lowest responsive bidder.

Gearig Civilworks, LLC calculated bid price of \$2,851,348.51 is within the engineer's construction cost estimate. AUD finds this bid price to be acceptable and has the funds available to complete this project.

I concur with the recommended award of Bid Item #24-173 to the lowest responsive bidder, Gearig Civilworks, LLC in the amount of \$2,851,348.51.

cc: Chad Hendrix, P.E. 



# CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901  
PO Box 2546 Augusta, Georgia 30903  
706.722.1588

April 18, 2024

Mr. Tate Horton  
Augusta Utilities Department  
452 Walker Street, Suite 200  
Augusta, Georgia 30901

Re: Augusta Corporate Park Utility Extension  
CEG File No. 2016-0092

Dear Mr. Horton:

Please find enclosed a tabulation of the three bids received from your office for the Augusta Corporate Park Utility Extension. The public bid opening for this project was conducted on Tuesday, April 9, 2024. The bid unit prices and stated quantities were extended and totaled, and all bids are correctly computed. The three base bids are noted below:

1. Gearig Civilworks, LLC
2. Blair Construction, Inc
3. Tri-Star Contractors, Inc

We recommend that the contract for the project be awarded to the lowest base bidder, **Gearig Civilworks, LLC** in the amount of **\$2,851,348.51**. Please advise us of the action of the Council or from your staff, on this recommendation, and if additional advisement if needed to complete the bid process review.

Sincerely,

CRANSTON LLC

Tom Dunaway, P.E., MBA

WPM/wpm  
enclosure

cc:



| AUGUSTA CORPORATE PARK UTILITY EXTENSION - BID TABULATION |                                                                                                           |          |      |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|----------|------|
| PAY ITEM                                                  | DESCRIPTION                                                                                               | QUANTITY | UNIT |
| W-1A                                                      | 12" DIP, CLASS 350, STANDARD JOINT                                                                        | 4,065    | LF   |
| W-1B                                                      | 2" HDPE DR9 WATER LINE                                                                                    | 355      | LF   |
| W-2A                                                      | 12" DIP, CLASS 350, RESTRAINED JOINT                                                                      | 1,518    | LF   |
| W-3                                                       | JACK AND BORE - 24" STEEL CASING PIPE 0.375" THICK WITH 12" RJ DIP CARRIER PIPE                           | 180      | LF   |
| W-4C                                                      | MISC. PIPE FITTING - 12" 45° BEND                                                                         | 4        | EA   |
| W-4D                                                      | 12"X2" SERVICE SADDLE (2" HDPE WATER MAIN)                                                                | 1        | EA   |
| W-4E                                                      | MISC. PIPE FITTING - 2" 22.5° BEND                                                                        | 2        | EA   |
| W-5A                                                      | FIRE HYDRANT, INSTALLED COMPLETE WITH VALVE, LEAD PIPE, JOINT RESTRAINT, BLOCKING, AND CONNECTION TO MAIN | 5        | EA   |
| W-5B                                                      | 2" YARD HYDRANT AND BACKFLOW ASSEMBLY COMPLETE                                                            | 1        | EA   |
| W-6                                                       | 12" IN-LINE GATE VALVE, INCLD. VALVE BOX, INSTALLED COMPLETE, OPEN LEFT                                   | 5        | EA   |
| W-9                                                       | 2" AIR RELEASE VALVE, INCLD. 48" DIA. PRECAST CONCRETE MANHOLE, INSTALLED COMPLETE                        | 1        | EA   |
| W-16                                                      | TIE IN TO EXISTING LINE (12" EXIST. WATER MAIN)                                                           | 3        | EA   |
| S-1A                                                      | 12" DIA. PVC SANITARY SEWER PIPE, SDR 26, DEPTH 0'-6'                                                     | 55       | LF   |
| S-1B                                                      | 12" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 6'-8'                                                     | 62       | LF   |
| S-1C                                                      | 12" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 8'-10'                                                    | 65       | LF   |
| S-1D                                                      | 12" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 10'-12'                                                   | 104      | LF   |
| S-1E                                                      | 12" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 12'-14'                                                   | 110      | LF   |
| S-1F                                                      | 12" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 14'-16'                                                   | 126      | LF   |
| S-1G                                                      | 12" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 16'-18'                                                   | 71       | LF   |
| S-1H                                                      | 12" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 18'-20'                                                   | 86       | LF   |
| S-1I                                                      | 12" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 20'-22'                                                   | 108      | LF   |
| S-1J                                                      | 12" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 22'-24'                                                   | 240      | LF   |
| S-1K                                                      | 12" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 24'-26'                                                   | 94       | LF   |
| S-1L                                                      | 15" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 6'-8'                                                     | 186      | LF   |
| S-1M                                                      | 15" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 8'-10'                                                    | 770      | LF   |
| S-1N                                                      | 15" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 10'-12'                                                   | 854      | LF   |
| S-1O                                                      | 15" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 12'-14'                                                   | 425      | LF   |
| S-1P                                                      | 15" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 14'-16'                                                   | 190      | LF   |
| S-1Q                                                      | 15" DIA. PVC SANITARY SEWER PIPE, SDR 26: DEPTH 16'-18'                                                   | 366      | LF   |
| S-1R                                                      | 16" DIA. RJ DIP SANITARY SEWER PIPE: DEPTH 8'-10'                                                         | 39       | LF   |
| S-2                                                       | 6" PVC, HDPE FORCE MAIN; INCLD. STONE BEDDING MATERIAL                                                    | 8,480    | LF   |
| S-4                                                       | JACK AND BORE - 30" STEEL CASING PIPE 0.375" THICK WITH 16" RESTRAINED JOINT EDIP CARRIER PIPE            | 70       | LF   |
| S-5A                                                      | 6" FORCE MAIN PIPE FITTINGS - 90° BEND                                                                    | 2        | EA   |
| S-5B                                                      | 6" FORCE MAIN PIPE FITTINGS - 45° BEND                                                                    | 2        | EA   |
| S-6                                                       | 4'-0 DIAMETER PRECAST CONCRETE MANHOLE (0'-6' DEPTH)                                                      | 16       | EA   |
| S-7A                                                      | 4'-0 DIAMETER PRECAST CONCRETE MANHOLE; ADDITIONAL DEPTH, CLASS 1 (6'-10' DEPTH)                          | 59       | VF   |
| S-7B                                                      | 4'-0 DIAMETER PRECAST CONCRETE MANHOLE; ADDITIONAL DEPTH, CLASS 2 (10'-20")                               | 70       | VF   |
| S-7C                                                      | 4'-0 DIAMETER PRECAST CONCRETE MANHOLE; ADDITIONAL DEPTH, CLASS 3 (20'-30")                               | 14       | VF   |
| S-9                                                       | INTERIOR PROTECTIVE COATING FOR PRECAST SANITARY SEWER MANHOLE                                            | 220      | VF   |
| S-10                                                      | OUTSIDE DROP MANHOLE CONNECTION                                                                           | 1        | EA   |
| S-12                                                      | CONNECT FORCE MAIN TO NEW MANHOLE                                                                         | 1        | EA   |
| S-21A                                                     | SANITARY SEWER LIFT STATION                                                                               | 1        | EA   |

| Gearig       |               |
|--------------|---------------|
| UNIT COST    | TOTAL COST    |
| \$ 91.66     | \$ 372,597.90 |
| \$ 9.24      | \$ 3,280.20   |
| \$ 111.21    | \$ 168,816.78 |
| \$ 663.27    | \$ 119,388.60 |
| \$ 1,640.82  | \$ 6,563.28   |
| \$ 1,031.17  | \$ 1,031.17   |
| \$ 274.48    | \$ 548.96     |
| \$ 8,665.48  | \$ 43,327.40  |
| \$ 3,843.31  | \$ 3,843.31   |
| \$ 4,469.67  | \$ 22,348.35  |
| \$ 6,216.15  | \$ 6,216.15   |
| \$ 3,166.83  | \$ 9,500.49   |
| \$ 83.46     | \$ 4,590.30   |
| \$ 87.06     | \$ 5,397.72   |
| \$ 88.30     | \$ 5,739.50   |
| \$ 100.74    | \$ 10,476.96  |
| \$ 98.43     | \$ 10,827.30  |
| \$ 104.14    | \$ 13,121.64  |
| \$ 110.52    | \$ 7,846.92   |
| \$ 116.71    | \$ 10,037.06  |
| \$ 132.01    | \$ 14,257.08  |
| \$ 161.64    | \$ 38,793.60  |
| \$ 239.86    | \$ 22,546.84  |
| \$ 102.76    | \$ 19,113.36  |
| \$ 103.53    | \$ 79,718.10  |
| \$ 108.16    | \$ 92,368.64  |
| \$ 115.48    | \$ 49,079.00  |
| \$ 124.77    | \$ 23,706.30  |
| \$ 137.60    | \$ 50,361.60  |
| \$ 237.45    | \$ 9,260.55   |
| \$ 32.62     | \$ 276,617.60 |
| \$ 998.59    | \$ 69,901.30  |
| \$ 199.92    | \$ 399.84     |
| \$ 194.88    | \$ 389.76     |
| \$ 5,919.40  | \$ 94,710.40  |
| \$ 385.61    | \$ 22,750.99  |
| \$ 486.34    | \$ 34,043.80  |
| \$ 924.18    | \$ 12,938.52  |
| \$ 27.42     | \$ 6,032.40   |
| \$ 28,742.38 | \$ 28,742.38  |
| \$ 3,985.60  | \$ 3,985.60   |
| \$ 33,329.27 | \$ 33,329.27  |

| Blair        |               |
|--------------|---------------|
| UNIT COST    | TOTAL COST    |
| \$ 82.52     | \$ 335,443.80 |
| \$ 8.54      | \$ 3,031.70   |
| \$ 92.69     | \$ 140,703.42 |
| \$ 664.03    | \$ 119,525.40 |
| \$ 1,499.91  | \$ 5,999.64   |
| \$ 2,936.68  | \$ 2,963.68   |
| \$ 326.46    | \$ 652.92     |
| \$ 5,012.55  | \$ 25,062.75  |
| \$ 2,322.60  | \$ 2,322.60   |
| \$ 4,852.10  | \$ 24,260.50  |
| \$ 10,757.43 | \$ 10,757.43  |
| \$ 7,657.47  | \$ 22,972.41  |
| \$ 85.74     | \$ 4,715.70   |
| \$ 90.85     | \$ 5,632.70   |
| \$ 90.84     | \$ 5,904.60   |
| \$ 95.98     | \$ 9,981.92   |
| \$ 99.44     | \$ 10,938.40  |
| \$ 105.34    | \$ 13,272.84  |
| \$ 111.89    | \$ 7,944.19   |
| \$ 119.96    | \$ 10,316.56  |
| \$ 137.56    | \$ 14,856.48  |
| \$ 164.65    | \$ 39,516.00  |
| \$ 230.64    | \$ 21,680.16  |
| \$ 114.03    | \$ 21,209.58  |
| \$ 117.32    | \$ 90,336.40  |
| \$ 122.09    | \$ 104,264.86 |
| \$ 126.87    | \$ 53,919.75  |
| \$ 132.74    | \$ 25,220.60  |
| \$ 142.21    | \$ 52,048.86  |
| \$ 241.37    | \$ 9,413.43   |
| \$ 24.38     | \$ 206,742.40 |
| \$ 926.68    | \$ 64,867.60  |
| \$ 191.37    | \$ 382.74     |
| \$ 183.08    | \$ 366.16     |
| \$ 2,443.54  | \$ 39,096.64  |
| \$ 206.05    | \$ 12,156.95  |
| \$ 738.49    | \$ 51,694.30  |
| \$ 1,142.07  | \$ 15,988.98  |
| \$ 106.21    | \$ 23,366.20  |
| \$ 14,985.51 | \$ 14,985.51  |
| \$ 3,787.26  | \$ 3,787.26   |
| \$ 65,238.99 | \$ 65,238.99  |

| TriStar      |               |
|--------------|---------------|
| UNIT COST    | TOTAL COST    |
| \$ 135.00    | \$ 548,775.00 |
| \$ 35.00     | \$ 12,425.00  |
| \$ 150.00    | \$ 227,700.00 |
| \$ 775.00    | \$ 139,500.00 |
| \$ 1,850.00  | \$ 7,400.00   |
| \$ 1,900.00  | \$ 1,900.00   |
| \$ 250.00    | \$ 500.00     |
| \$ 11,050.00 | \$ 55,250.00  |
| \$ 8,350.00  | \$ 8,350.00   |
| \$ 5,050.00  | \$ 25,250.00  |
| \$ 19,710.00 | \$ 19,710.00  |
| \$ 2,800.00  | \$ 8,400.00   |
| \$ 127.00    | \$ 6,985.00   |
| \$ 138.00    | \$ 8,556.00   |
| \$ 175.00    | \$ 11,375.00  |
| \$ 215.00    | \$ 22,360.00  |
| \$ 225.00    | \$ 24,750.00  |
| \$ 310.00    | \$ 39,060.00  |
| \$ 375.00    | \$ 26,625.00  |
| \$ 550.00    | \$ 47,300.00  |
| \$ 565.00    | \$ 61,020.00  |
| \$ 595.00    | \$ 142,800.00 |
| \$ 650.00    | \$ 61,100.00  |
| \$ 150.00    | \$ 27,900.00  |
| \$ 185.00    | \$ 142,450.00 |
| \$ 235.00    | \$ 200,690.00 |
| \$ 245.00    | \$ 104,125.00 |
| \$ 335.00    | \$ 63,650.00  |
| \$ 410.00    | \$ 150,060.00 |
| \$ 285.00    | \$ 11,115.00  |
| \$ 65.00     | \$ 551,200.00 |
| \$ 1,175.00  | \$ 82,250.00  |
| \$ 1,650.00  | \$ 3,300.00   |
| \$ 1,650.00  | \$ 3,300.00   |
| \$ 4,950.00  | \$ 79,200.00  |
| \$ 725.00    | \$ 42,775.00  |
| \$ 900.00    | \$ 63,000.00  |
| \$ 1,200.00  | \$ 16,800.00  |
| \$ 590.00    | \$ 129,800.00 |
| \$ 38,000.00 | \$ 38,000.00  |
| \$ 6,200.00  | \$ 6,200.00   |
| \$ 80,000.00 | \$ 80,000.00  |

| AUGUSTA CORPORATE PARK UTILITY EXTENSION - BID TABULATION |                                                                                                   |       |     |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------|-------|-----|
| S-21B                                                     | SANITARY SEWER LIFT STATION - ELECTRICAL                                                          | 1     | EA  |
| S-22                                                      | 2" SANITARY SEWER AIR RELEASE VALVE, INCLD. 48" DIA. PRECAST CONCRETE MANHOLE, INSTALLED COMPLETE | 5     | EA  |
| P-8                                                       | 6"X24" CONCRETE CURB & GUTTER TYPE 2                                                              | 185   | LF  |
| P-12                                                      | GRADED AGGREGATE BASE COURSE, 8" TK.                                                              | 1,000 | SY  |
| P-13A                                                     | 19MM SUPERPAVE ASPHALT, 3" TK.                                                                    | 1,000 | SY  |
| P-13B                                                     | 12.5MM SUPERPAVE ASPHALT, 2" TK.                                                                  | 1,000 | SY  |
| P-14                                                      | CONCRETE PAVEMENT, 3000 PSI, 8" TK.                                                               | 55    | SY  |
| P-15                                                      | AGGREGATE SURFACE COURSE - LIFT STATION SITE                                                      | 500   | SY  |
| M-1                                                       | FLOWABLE FILL                                                                                     | 10    | CY  |
| M-2                                                       | 3,000 PSI CONCRETE                                                                                | 20    | CY  |
| M-4                                                       | SELECT BACKFILL MATERIAL; GDOT STD. SPECIFICATION SECTION 810                                     | 400   | TON |
| M-5                                                       | CLEARING AND GRUBBING                                                                             | 9     | AC  |
| M-6A                                                      | NEW CHAIN LINK FENCE, PVC COATED, 6' HT. W/ 3 STRAND BARBED WIRE                                  | 330   | FT  |
| M-6B                                                      | NEW CHAIN LINK SLIDE GATE, PVC COATED, 6' HT. W/ 3 STRAND BARBED WIRE                             | 30    | FT  |
| M-8                                                       | FOUNDATION BACKFILL, GDOT TYPE II                                                                 | 1,300 | CY  |
| M-9A                                                      | STORM SEWER PIPE, 18" RCP (CLASS 3) W/ O-RING GASKET                                              | 291   | LF  |
| M-9B                                                      | STORM SEWER PIPE, 24" RCP (CLASS 3) W/ O-RING GASKET                                              | 100   | LF  |
| M-9C                                                      | STORM SEWER STRUCTURE, DROP INLET (GDOT 1019 A W/ WEIR)                                           | 6     | EA  |
| M-10A                                                     | STORM SEWER STRUCTURE, CATCH BASIN (GDOT 1034D)                                                   | 1     | EA  |
| M-10B                                                     | STORM SEWER STRUCTURE, FLARED END SECTION (GDOT 1120)                                             | 1     | EA  |
| M-11                                                      | RIP-RAP, GDOT TYPE I, 18" TK., INCLD. NON-WOVEN GEOTEXTILE                                        | 900   | SY  |
| M-12                                                      | JUTE MESH EROSION CONTROL MATTING                                                                 | 1,000 | SY  |
| LS- 1                                                     | MOBILIZATION / DEMOBILIZATION                                                                     | 1     | LS  |
| LS- 2                                                     | BONDS AND INSURANCE                                                                               | 1     | LS  |
| LS-3                                                      | TEMPORARY EROSION AND SEDIMENT CONTROL                                                            | 1     | LS  |
| LS-5                                                      | PERMANENT GRASSING                                                                                | 1     | LS  |
| LS-6                                                      | AS-BUILT SURVEY                                                                                   | 1     | LS  |
| LS-7                                                      | OWNER'S ALLOWANCE                                                                                 | 1     | LS  |
| LS-9                                                      | GRADING COMPLETE (GDOT STD. SPEC. SECTION 210)                                                    | 1     | LS  |

| Gearig           |                 |
|------------------|-----------------|
| \$ 169,402.47    | \$ 169,402.47   |
| \$ 6,633.39      | \$ 33,166.95    |
| \$ 53.44         | \$ 9,886.40     |
| \$ 42.76         | \$ 42,760.00    |
| \$ 41.78         | \$ 41,780.00    |
| \$ 27.85         | \$ 27,850.00    |
| \$ 64.79         | \$ 3,563.45     |
| \$ 18.90         | \$ 9,450.00     |
| \$ 321.03        | \$ 3,210.30     |
| \$ 444.20        | \$ 8,884.00     |
| \$ 21.72         | \$ 8,688.00     |
| \$ 14,870.11     | \$ 133,830.99   |
| \$ 42.33         | \$ 13,968.90    |
| \$ 541.60        | \$ 16,248.00    |
| \$ 29.75         | \$ 38,675.00    |
| \$ 97.83         | \$ 28,468.53    |
| \$ 124.03        | \$ 12,403.00    |
| \$ 6,999.72      | \$ 41,998.32    |
| \$ 7,280.88      | \$ 7,280.88     |
| \$ 2,764.78      | \$ 2,764.78     |
| \$ 64.72         | \$ 58,248.00    |
| \$ 1.52          | \$ 1,520.00     |
| \$ 27,023.22     | \$ 27,023.22    |
| \$ 63,280.00     | \$ 63,280.00    |
| \$ 176,194.74    | \$ 176,194.74   |
| \$ 26,287.04     | \$ 26,287.04    |
| \$ 4,157.97      | \$ 4,157.97     |
| \$ -             | \$ -            |
| \$ 31,810.65     | \$ 31,810.65    |
| <b>TOTAL BID</b> | \$ 2,851,348.51 |

| Blair            |                 |
|------------------|-----------------|
| \$ 183,536.35    | \$ 183,536.35   |
| \$ 13,636.74     | \$ 68,183.70    |
| \$ 36.00         | \$ 6,660.00     |
| \$ 37.23         | \$ 37,230.00    |
| \$ 43.01         | \$ 43,010.00    |
| \$ 28.67         | \$ 28,670.00    |
| \$ 122.16        | \$ 6,718.80     |
| \$ 23.83         | \$ 11,915.00    |
| \$ 183.08        | \$ 1,830.80     |
| \$ 208.61        | \$ 4,172.20     |
| \$ 23.99         | \$ 9,596.00     |
| \$ 2,370.00      | \$ 21,330.00    |
| \$ 52.56         | \$ 17,344.80    |
| \$ 197.49        | \$ 5,924.70     |
| \$ 50.13         | \$ 65,169.00    |
| \$ 90.37         | \$ 26,297.67    |
| \$ 114.00        | \$ 11,400.00    |
| \$ 5,971.01      | \$ 35,826.06    |
| \$ 4,245.85      | \$ 4,245.85     |
| \$ 2,892.58      | \$ 2,892.58     |
| \$ 48.06         | \$ 43,254.00    |
| \$ 2.96          | \$ 2,960.00     |
| \$ 39,486.57     | \$ 39,486.57    |
| \$ 45,959.04     | \$ 45,959.04    |
| \$ 123,212.74    | \$ 123,212.74   |
| \$ 12,087.00     | \$ 12,087.00    |
| \$ 17,775.00     | \$ 17,775.00    |
| \$ 250,000.00    | \$ 250,000.00   |
| \$ 114,500.62    | \$ 114,500.62   |
| <b>TOTAL BID</b> | \$ 2,934,731.49 |

| TriStar          |                 |
|------------------|-----------------|
| \$ 378,000.00    | \$ 378,000.00   |
| \$ 16,000.00     | \$ 80,000.00    |
| \$ 40.00         | \$ 7,400.00     |
| \$ 35.00         | \$ 35,000.00    |
| \$ 45.00         | \$ 45,000.00    |
| \$ 35.00         | \$ 35,000.00    |
| \$ 85.00         | \$ 4,675.00     |
| \$ 50.00         | \$ 25,000.00    |
| \$ 200.00        | \$ 2,000.00     |
| \$ 225.00        | \$ 4,500.00     |
| \$ 25.00         | \$ 10,000.00    |
| \$ 9,500.00      | \$ 85,500.00    |
| \$ 73.00         | \$ 24,090.00    |
| \$ 400.00        | \$ 12,000.00    |
| \$ 30.00         | \$ 39,000.00    |
| \$ 89.00         | \$ 25,899.00    |
| \$ 118.00        | \$ 11,800.00    |
| \$ 6,900.00      | \$ 41,400.00    |
| \$ 9,900.00      | \$ 9,900.00     |
| \$ 1,900.00      | \$ 1,900.00     |
| \$ 50.00         | \$ 45,000.00    |
| \$ 35.00         | \$ 35,000.00    |
| \$ 52,000.00     | \$ 52,000.00    |
| \$ 65,000.00     | \$ 65,000.00    |
| \$ 25,000.00     | \$ 25,000.00    |
| \$ 40,000.00     | \$ 40,000.00    |
| \$ 35,000.00     | \$ 35,000.00    |
| \$ -             | \$ -            |
| \$ 45,000.00     | \$ 45,000.00    |
| <b>TOTAL BID</b> | \$ 4,522,970.00 |

## ALTERNATE #1 - WATER MAIN MATERIAL.

| DELETE |                                           |       |    |
|--------|-------------------------------------------|-------|----|
| W-1A   | 12" DIP, CLASS 350, STANDARD JOINT        | 4,065 | LF |
| W-2A   | 12" DIP, CLASS 350, RESTRAINED JOINT      | 1,518 | LF |
| ADD    |                                           |       |    |
| W-1C   | 12" C900, CLASS 200 PVC, STANDARD JOINT   | 4,065 | LF |
| W-2C   | 12" C900, CLASS 200 PVC, RESTRAINED JOINT | 1,518 | LF |

|                             |                 |
|-----------------------------|-----------------|
| \$ (91.66)                  | \$ (372,597.90) |
| \$ (111.21)                 | \$ (168,816.78) |
| \$ 80.82                    | \$ 328,533.30   |
| \$ 101.73                   | \$ 154,426.14   |
| <b>TOTAL BID WITH ALT 1</b> | \$ 2,792,893.27 |

|                             |                 |
|-----------------------------|-----------------|
| \$ (82.52)                  | \$ (335,443.80) |
| \$ (92.69)                  | \$ (140,703.42) |
| \$ 71.56                    | \$ 290,891.40   |
| \$ 98.61                    | \$ 149,689.98   |
| <b>TOTAL BID WITH ALT 1</b> | \$ 2,899,165.65 |

|                             |                 |
|-----------------------------|-----------------|
| \$ (135.00)                 | \$ (548,775.00) |
| \$ (150.00)                 | \$ (227,700.00) |
| \$ 132.00                   | \$ 536,580.00   |
| \$ 149.00                   | \$ 226,182.00   |
| <b>TOTAL BID WITH ALT 1</b> | \$ 4,509,257.00 |



## Compliance Department

**Phyllis Johnson**  
Compliance Director

### MEMORANDUM

**To:** Wes Byne, Director, Utilities Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *PJ*

**Date:** April 10, 2024

**Subject:** Bid Item # 24-173 – Augusta Corporate Park Utility Extension Project

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Gearig Civilworks, LLC**. **In a special review**, the Augusta, Georgia Compliance Department DBE Division has reviewed the "M/WBE" documents, to comply with 49 CFR Part 60-4, enforcing all "M/WBE" requirements, requiring contractor(s) to meet the M/WBE Goal, **as set by EDA**, or provide evidence of completing good faith efforts on federally funded EDA-assisted contracts.

The goal established by EDA for Bid Item # 24-173 – Augusta Corporate Park Utility Extension Project for Augusta, Georgia, is **27.2% Minority Participation** and **6.9% Female Participation**.

**The bidder/offeror has committed to a minimum of 6.35% minority participation and 6.9% female participation, and did submit the required forms, is responsive, and has satisfied the good faith efforts.**

**This bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this Bid, upon award, the Utilities Department, will monitor the Contractor monthly to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.



## Compliance Department

Phyllis Johnson  
Compliance Director

## MEMORANDUM

To: Wes Byne, Director, Utilities Department  
Geri Sams, Director, Procurement Department

From: Phyllis Johnson, Director, Compliance Department *PJ*

Date: April 10, 2024

Subject: Bid Item # 24-173 – Augusta Corporate Park Utility Extension Project

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Blair Construction, Inc.** In a special review, the Augusta, Georgia Compliance Department DBE Division has reviewed the "M/WBE" documents, to comply with 49 CFR Part 60-4, enforcing all "M/WBE" requirements, requiring contractor(s) to meet the M/WBE Goal, as set by EDA, or provide evidence of completing good faith efforts on federally funded EDA-assisted contracts.

The goal established by EDA for Bid Item # 24-173 – Augusta Corporate Park Utility Extension Project for Augusta, Georgia, is **27.2% Minority Participation** and **6.9% Female Participation**.

The bidder/offeror has committed to a minimum of **9% minority participation** and **4% female participation**, and did submit the required forms, is responsive, and has satisfied the good faith efforts.

**This bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this Bid, upon award, the Utilities Department, will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.



## Compliance Department

**Phyllis Johnson**  
Compliance Director

### MEMORANDUM

**To:** Wes Byne, Director, Utilities Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *pg*

**Date:** April 10, 2024

**Subject:** Bid Item # 24-173 – Augusta Corporate Park Utility Extension Project

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Tri-Star Contractors, Inc.** **In a special review**, the Augusta, Georgia Compliance Department DBE Division has reviewed the "M/WBE" documents, to comply with 49 CFR Part 60-4, enforcing all "M/WBE" requirements, requiring contractor(s) to meet the M/WBE Goal, **as set by EDA**, or provide evidence of completing good faith efforts on federally funded EDA-assisted contracts.

The goal established by EDA for Bid Item # 24-173 – Augusta Corporate Park Utility Extension Project for Augusta, Georgia, is **27.2% Minority Participation** and **6.9% Female Participation**.

The bidder/offeror has committed to a minimum of **2.0357%** minority participation and **1.5399%** female participation, and did submit the required forms, is responsive, and has satisfied the good faith efforts.

**This bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this Bid, upon award, the Utilities Department, will monitor the Contractor monthly to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.

**GEARIG CIVILWORKS  
322 GRIMAUDE BLVD.  
GROVETOWN GA 30813  
ATTN: TRAVIS GEARIG**

**BLAIR CONSTRUCTION  
4308 EVANS TO LOCKS RD. BOX 770  
EVANS GA 30809  
ATTN: ROY MUTTIMER**

**TRI STAR CONTRACTORS  
47 LEGACY LANE  
EDGEFIELD, SC 29284**

**Wes Byne  
Utilities Department**

**Tate Horton  
Utilities Department**

**Phyllis Johnson  
Compliance**

**Addendum 1 BID Item# 24-173  
AUGUSTA CORPORATE PARK UTILITY  
EXTENSION  
FOR AUGUSTA- UTILITIES DEPARTMENT  
BID DUE 4/9/2024 @ 3:00 P.M.**

**Addendum 1 BID Item# 24-173  
AUGUSTA CORPORATE PARK UTILITY  
EXTENSION  
FOR AUGUSTA- UTILITIES DEPARTMENT  
BID MAILED: 04/01/2024**

**Tywanna Scott**

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Friday, March 1, 2024 9:32 AM  
**To:** Tywanna Scott  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000039

Dear Tywanna Scott,  
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

**Event Number:** PE-72155-NONST-2024-000000039  
**Event Title:** 24-173 Augusta Corporate Park Utility Extension  
**Event Type:** Non-State Agency

**Process Log**

2024/03/01 09:26:07 : Log starts for - 9072738 - EVENT\_RELEASE\_TO\_SUPL  
2024/03/01 09:26:10 : Email Process Log for the Event#: PE-72155-NONST-2024-000000039  
2024/03/01 09:26:10 : Email Batch# 2403016559  
2024/03/01 09:26:10 : Notification Type: EVENT\_RELEASE\_TO\_SUPL  
2024/03/01 09:27:22 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC  
2024/03/01 09:27:22 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC  
2024/03/01 09:32:28 : Total No of Contacts found for sending Email: 1087  
2024/03/01 09:32:28 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at:  
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000039&sourceSystemType=gpr20>

03/01/2024 09:32:28 AM

**[NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

Planholders

Add Supplier

Export To Excel

Supplier (6)

| Supplier                         | Download Date |
|----------------------------------|---------------|
| Dodge Data                       | 03/01/2024    |
| Garney Companies, Inc.           | 03/03/2024    |
| Innovative Pipeline Systems      | 03/16/2024    |
| mcclam and associates inc        | 03/01/2024    |
| Onvia, Inc. - Content Department | 03/01/2024    |
| Smart Lighting Solutions         | 03/01/2024    |

Add Supplier

Supplier Details

|               |                                                   |
|---------------|---------------------------------------------------|
| Supplier Name | Dodge Data                                        |
| Contact Name  | Bonny Mangold                                     |
| Address       | 4300 Beltway Place, Ste 150 , Arlington, TX 76018 |
| Email         | dodge.docs@construction.com                       |
| Phone Number  | 413-376-7032                                      |

Documents

| Filename   | Type                          | Action          |
|------------|-------------------------------|-----------------|
| 24-173_ITB | Bid Document / Specifications | View<br>History |





## Commission Meeting

May 7, 2024

**5<sup>th</sup> Street Improvements Project**  
**Design Services for Roadway Improvements**  
**TIA Project Number: RC07-001213 / PI#0011415**  
**CEI Services**  
**RFP Item: 18-283**  
**File Reference: 24-014(T)**

---

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>       | Engineering & Environmental Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Presenter:</b>        | Dr. Hameed Malik, Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Caption:</b>          | Motion to <b>approve</b> Supplement funding (SA1) to Cranston Engineering (Cranston) in the amount of \$24,835.00 for the 5 <sup>th</sup> Street Improvements Construction Phase Services (CEI). AE/RFP 18-283( <b>Approved by Engineering Services Committee April 30, 2024</b> )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Background:</b>       | The 5 <sup>th</sup> Street Improvements is a project from the “Approved Investment List” of TIA that was approved by voters of the CSRA in the July 31, 2012 referendum. The 5 <sup>th</sup> Street is a Band 3 project. The project improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system. The project will improve pedestrian safety at intersections with new high visibility crosswalks and organize the existing parallel parking. The project is in letting and construction and will commence soon. Construction Phase requires design related coordination with utilities, resolution of constructability conflicts, review of contractor construction documents submittals, and request for field information (CEI) that warrants design engineer services. |
| <b>Analysis:</b>         | On April 2, 2019, Augusta Commission approved award of design phases of the project to Cranston. The project is now in construction phase. This supplemental agreement covers services during the construction phase for contractor request for field information, utility conflicts assessment & resolution, field engineering, and attending construction progress meetings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Financial Impact:</b> | Funds in the amount of \$24,835.00 are available in Project TIA funds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives:</b>     | Do not approve and find alternative to perform CEI services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Recommendation:</b>   | Approve Supplement funding (SA1) to Cranston Engineering (Cranston) in the amount of \$24,835.00 for the 5 <sup>th</sup> Street Improvements Construction Phase Services (CEI). AE/RFP 18-283.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

**Funds are available in** (\$24,835) 371-041110-52.12115 – T15041213-52.12115 - Project TIA Funds  
**the following accounts:**

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



January 5, 2024

June Hamal  
Construction Project Manager | Program Delivery Lead  
Augusta Engineering Department  
452 Walker St., Suite 110  
Augusta, Georgia 30901

Re: 5<sup>th</sup> Street (PI 0011415)  
Additional Services Bidding & Construction  
Our File No. 2019-0083

Dear June:

In accordance with our previous conversations, we are providing this letter to outline the additional services requested and provided for the 5<sup>th</sup> Street Improvements bidding and VE design, public information open house (PIOH), and construction administration.

#### **PROJECT DESCRIPTION**

Cranston will assist the Augusta Engineering Department (AED) in both bidding and construction administration phases of the project. Bidding will include preparing documents and attending a pre-bid meeting, support during the bidding process, assisting with addenda, attending a value engineering (VE) meeting and preparing revised documents. Construction administration will include preparing and producing presentation boards and attending the PIOH, 7-day inspection, reviewing and answering RFI's and submittals, contractor and owner meetings, additional VE and redesign as required by contractor and owner request. Additional CA fees are anticipated since the project is not complete. These hours/fees are shown below the total and can be added herein or provided to AED in a separate proposal.

A summary of the tasks and hours is provided in an attached spreadsheet. Tasks that have previously been completed are marked "Complete".

#### **FEE PROPOSAL:**

We propose to complete the Engineering Services outlined above for an estimated Time and Expense fee of **\$24,835.00**. The services are broken down by task on the attached exhibit.

Payment for each of the items of work will be expected within thirty days following completion of the work in that item and the submittal of our invoice on a monthly basis.

June Hamal  
January 5, 2024  
Page 2

**TIME OF COMPLETION:**

We have already completed the Bidding and initial Construction phase services. We are prepared to continue Construction Administration services as requested during the remainder of the construction.

We appreciate the continued opportunity of working with the City of Augusta Engineering Department on this project. Should you have any questions or concerns, please do not hesitate to contact us at your convenience.

Sincerely,  
CRANSTON LLC

A handwritten signature in blue ink, appearing to read "Mitchell Murchison".

Mitchell Murchison, PE, MBA

MBM/mbm

ACCEPTED:

**CITY OF AUGUSTA ENGINEERING DEPARTMENT**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

G:\Projects\2019\2019-0083\_5TH STREET IMPROVEMENTS\AA-Proposal-Contract-Projectplan\2019-0083 5th Street Addl Services\_2023-06-29.Docx



**ENGINEERING DEPARTMENT  
SUPPLEMENTAL AGREEMENT**

Item 26.

|                                            |                           |
|--------------------------------------------|---------------------------|
| Augusta Richmond County Project Number(s): | 371-041110-T15041213      |
| GDOT Number (s):                           | RC07-001213<br>PI 0011415 |
| Supplemental Agreement Number:             | 1                         |
| Purchase Order Number:                     | 19ENG751                  |

WHEREAS, We, **Cranston Engineering Group** entered into a contract with Augusta-Richmond County on April 19, 2019 for engineering design services associated with the improvements to **5<sup>th</sup> Street Improvements project**. Project RC07-001213, PI 0011415.

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

*5<sup>th</sup> Street Additional Services Bidding & Construction administration*

It is agreed that as a result of the above described modifications the contract amount is increased by **\$24,835.00** from **\$428,182.13** to a new total of **\$453,017.13**.

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Cranston Engineering Group**, Consultant, hereby agree to said Supplemental Agreement consisting of the above mentioned item, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

**RECOMMEND FOR APPROVAL:**

CITY OF AUGUSTA-RICHMOND COUNTY  
AUGUSTA, GEORGIA

Cranston Engineering Group

\_\_\_\_\_  
**Honorable Garnett L. Johnson, Mayor**

Approved Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Title:

\_\_\_\_\_

\_\_\_\_\_  
Approved: Date:

[ATTACHED CORPORATE SEAL]

ATTEST:

\_\_\_\_\_

Title:

\_\_\_\_\_



## Commission Meeting

May 7, 2024

### Approve Creating Supplemental Position for the Extension Service

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Presenter:</b>                                     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Caption:</b>                                       | Motion to <b>approve</b> UGA Cooperative Extension Service proposes to create a supplemental pay position in order to promote a UGA employee to an Augusta-Richmond County Extension Agent. ( <b>Approved by Finance Committee April 30, 2024</b> )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Background:</b>                                    | The Extension Service has a federally grant funded program through UGA referred to as Expanded Food and Nutrition that four total staff. Augusta-Richmond County is not responsible for any of these employees' salaries or benefits although Augusta-Richmond County does provide office space and some simple office supplies for the EFNP program. There is an UGA Educator that manages the EFNP program and supervises three full time program assistants. This employee is now eligible for promotion to Extension Agent which would allow for not only still managing the EFNP program, but also do other much needed food, nutrition, budgeting and healthy living programming in Richmond County. To move this employee to the new Extension Agent position, UGA is asking Augusta-Richmond County to supplement a portion of the salary and benefits for the total of \$12,540. |
| <b>Analysis:</b>                                      | The employee wishes to continue working for the Extension Office and the promotion to Extension Agent will provide more services to the community than what are currently being offered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Financial Impact:</b>                              | Funds not currently available in current budget                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Alternatives:</b>                                  | Do not approve the creation of the Supplemental Position                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Recommendation:</b>                                | Approve funding for the creation of the Supplemental Position                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Funds are available in the following accounts:</b> | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |





**Title:** Approve Creating Supplemental Position for the Extension Service

**Agenda Category:** Finance

**Agenda Type:** Finance

**Department:** UGA Cooperative Extension Service

**Presenter:** Campbell Vaughn

**Caption:** The UGA Cooperative Extension Service proposes to create a supplemental pay position in order to promote a UGA employee to an Augusta-Richmond County Extension Agent.

**Background:** The Extension Service has a federally grant funded program through UGA referred to as Expanded Food and Nutrition that four total staff. Augusta-Richmond County is not responsible for any of these employees' salaries or benefits although Augusta-Richmond County does provide office space and some simple office supplies for the EFNP program. There is an UGA Educator that manages the EFNP program and supervises three full time program assistants. This employee is now eligible for promotion to Extension Agent which would allow for not only still managing the EFNP program, but also do other much needed food, nutrition, budgeting and healthy living programming in Richmond County. To move this employee to the new Extension Agent position, UGA is asking Augusta-Richmond County to supplement a portion of the salary and benefits for the total of \$12,540.

**Analysis:** The employee wishes to continue working for the Extension Office and the promotion to Extension Agent will provide more services to the community than what are currently being offered.

**Summary/Financial:** Funds not currently available in current budget

**Alternatives:** Do not approve the creation of the Supplemental Position

**Recommendation:** Approve funding for the creation of the Supplemental Position

**New Personnel Request****4821 Extension Service****Supplemental Pay Position FACS EFNEP Agent****Justification**

Kimberly Howell has worked for UGA Richmond County Extension as an Expanded Food and Nutrition Education Program Educator since January of 2017. During this time, she has supervised three program assistants who have met their yearly goal in excess every year. In August of 2023, Kimberly finished her Master degree from the University of Georgia qualifying her for a promotion from an educator to an agent. This promotion would allow for an increase in pay and potential advancements in the UGA non-tenured faculty track. The grant stipulates that Kimberly can only work with the EFNEP programming. With a move to an agent position, Kimberly would still be able to manage the entire Richmond County EFNEP program, but would have an opportunity to expand her reach into other Family and Consumer Science related programming. In Kimberly's six years with UGA Richmond County, all portions of her salary and benefits as well as all three of her program assistants have been paid by a grant funded by the USDA. This has been at no cost to Augusta-Richmond County except for the office space. Some of Kimberly's additional programming would work with obesity in adults which has reached 39% in Richmond County. SNAP participation in Richmond County is at 27.8% and eligibility for the program is 82% of the population.

**Job Description**

This position is responsible for coordinating the Family and Consumer Sciences (FACS) and in particular the Expanded Food and Nutrition Education Program (EFNEP) in the Richmond County area providing education and outreach programs in the areas of family, food, health, home, money, and related subject matter areas. The role will focus on prevention of chronic disease, increased financial literacy skills, and food safety and preservation. It collaborates with other agencies and community groups to plan and implement educational programs, provides leadership for the three Program Assistants in delivering EFNEP programs, and utilizes the expertise of advisory groups, community leaders, public officials and representatives of intended audiences to analyze data, identify needs, and assist in developing educational programs. It targets specific audiences for educational programs addressing critical issues identified in plan of work and implements the CAES Civil Rights/Equal Opportunity plan. It also develops and conducts relevant interdisciplinary programs with other staff members based on critical issues.

**The University of Georgia Northeast District Extension Office is requesting the City of Augusta supplement \$9,824 plus fringe benefits for the Richmond County Extension FACS EFNEP Agent Supplemental Pay Position. Please see the attached Request for Verification of Position Funding for the salary commitment breakdown.**



# UNIVERSITY OF GEORGIA EXTENSION

## Northeast District Cooperative Extension

1225 S. Lumpkin Street

Athens, GA 30602

Phone: 706-542-3179 Email: nedist@uga.edu

### Request for Verification of Position Funding for New and Replacement Positions

Please confirm/verify the position funding by completing this form. Please forward this form, along with supporting county related documents to the district office. Retain a copy of this fully signed and completed form for your records and give a copy to your county funding body.

New Position: ☐Existing Position: ☐Full Time: ☒Part Time: ☐

|                                         |                                                                              |                                                                              |                                                                        |             |                |
|-----------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------|-------------|----------------|
| County                                  | Richmond                                                                     |                                                                              | Position Title:                                                        | FACS Agent  |                |
| Employee Replacing:                     |                                                                              |                                                                              |                                                                        |             | Hours/week: 40 |
| <b>Salary Commitment Breakdown</b>      |                                                                              |                                                                              |                                                                        |             |                |
|                                         | Board of Commission                                                          | Board of Education                                                           | Other (Grant)                                                          | UGA         | Totals         |
| Cooperative Pay Type:                   | Direct Pay <input type="checkbox"/><br>Contract Pay <input type="checkbox"/> | Direct Pay <input type="checkbox"/><br>Contract Pay <input type="checkbox"/> | Internal <input type="checkbox"/><br>External <input type="checkbox"/> |             |                |
| Gross Wages                             | 9,824.00                                                                     |                                                                              |                                                                        | 44,176.00   | \$54,000.00    |
| SS/Med - FICA (7.65%)                   | 752.00                                                                       |                                                                              |                                                                        | 3,380.00    | \$4,132.00     |
| TRS (19.98% eff. 7/1/22)                | 1,963.00                                                                     |                                                                              |                                                                        | 8,827.00    | \$10,790.00    |
| Ins. (Med/Life)                         |                                                                              |                                                                              |                                                                        | 16,000.00   | \$16,000.00    |
| Other: (Travel)                         |                                                                              |                                                                              |                                                                        |             | \$0.00         |
| Other:                                  |                                                                              |                                                                              |                                                                        |             | \$0.00         |
| Total Commitment                        | \$12,539.00                                                                  | \$0.00                                                                       | \$0.00                                                                 | \$72,383.00 | \$84,922.00    |
| Combo Code / Exp. Date                  |                                                                              |                                                                              | <input type="checkbox"/> County is providing use of county vehicle.    |             |                |
| Position Justification:                 |                                                                              |                                                                              |                                                                        |             |                |
| CEC Signature                           |                                                                              |                                                                              |                                                                        | Date        |                |
| BOC Official Signature                  |                                                                              |                                                                              |                                                                        | Date        |                |
| BOE Official Signature                  |                                                                              |                                                                              |                                                                        | Date        |                |
| FACS / Other Funding Official Signature |                                                                              |                                                                              |                                                                        | Date        |                |
| Search Committee Members:               |                                                                              |                                                                              |                                                                        |             |                |

### **EFNEP Highlights (Richmond Co.) Fiscal Year: 2017-2023**

- 43% increase in Adult enrollment
- 942% increase in Youth enrollment, since 2018
- 16,831 educational sessions were delivered
- 8,990 family members indirectly reached
- \$137,525 in-kind service hours donated by volunteers
- 94% of adults experienced a positive dietary change
- 76% of adults showed improvement of food resource management practices
- 87% of high school students improved their abilities to choose foods according to the Federal Dietary Recommendations.
- 66% of high school students improved their physical activity practices.
- Enrolled highest adult caseload in Georgia (2023)

### **EFNEP Partnering Agencies: 2017-2024 (57 Agencies)**

- A.R. Johnson Magnet High School
- Augusta Care Pregnancy
- Augusta Housing Authority
- Augusta Locally Grown
- Augusta-Richmond County Public Library
- Augusta Parks and Recreation
- Augusta Technical College
- Augusta VA Medical Center-Uptown
- Barney's Pharmacy
- Bernie Ward Community Center
- Bon Air Apartments
- Boys and Girls Club of the CSRA
- Breath of Life Training (medical training school)
- Broken Recovery Group
- Butler High School
- Carrie J. Mays Family Center
- CASA-Hispanic Group
- Challenge Preparatory Academy
- Cross Creek High School
- CSRA Economic Opportunity Authority
- Goodwill Job Connection-South Augusta
- Grace House Rehabilitation Center
- Friedman Branch Library
- Henry Brigham Community Center
- Hephzibah High School
- Hope House
- Lucy C. Laney High School
- Salvation Army-Workforce Development Group
- Kroc Center-Salvation Army
- Lakeside High School
- Mach Academy
- Macedonia Church

3. **Cross Creek High School:** Principle: Dr. Sherri Darden  
*Ms. Tiffany Brooks (Family and Consumer Science Teacher)*

**FY24: 40 Graduates**

4. **Hephzibah High School:** Principle: Dr. Chris Nabahe  
*Garnetta McGuire (Guidance Secretary) and Health Teachers*

**FY24: 35 Graduates**

5. **Lucy C. Laney High School:** Principle: Dr. Cordaryl C. Middleton-  
*Mr. D'Marcus McMillan (Health/Physical Education Teacher)*

**FY24: 62 Graduates**

6. **Westside High School:** Principle William Smith  
*Marsha Gibson: (Food Science Teacher)*

**FY24: 55 Graduates**

7. **Butler High School:** Principle: Dr. Bernard Chatman  
*(Teacher: Tarana White) (EFNEP partners with Butler H.S. every 2 yrs.)*

**\*Total Graduates: FY24... 345 Teen Cuisine Graduates- programming ends 9.30.24**

**FY23: Teen Graduates: 137 Teen Cuisine Graduates**

**FY24: 152% increase in Teen Cuisine graduates, since FY23**

- Prenatal Nutrition Pilot program (Collaboration: UGA, Richmond EFNEP and Morehouse College of Medicine)-2023-present

**\*Abstract/poster will be presented at the *Society for Nutrition Education and Behavior International Conference***

**Awards: Richmond County EFNEP (Collaboration: FACS/EFNEP Agents)**

- (NEAFCS: National Extension of Family and Consumer Sciences &
- (GEAFCS: Georgia Extension of Family and Consumer Sciences)
- 2023: 2<sup>nd</sup> -Georgia: Education Outreach Award (Grant award recognition)
- 2021: 1<sup>st</sup>- National & Southern Region Award: Program Excellence Through Research Award
- 2020: 1<sup>st</sup>-Georgia, Southern Region & National Award: Marketing Package Award
- 2019: 1<sup>st</sup>-Georgia: Innovation in Youth Development Programming Award
- 2019: 1<sup>st</sup>-Georgia, Southern Region, 3<sup>rd</sup> Place National: Program Through Research Award (Team Award)
- 2018: 1<sup>st</sup> Place: Marketing Package Award, Georgia





## Commission Meeting

May 7, 2024

Vendor Award – RFP 23-149 Ambulance Coding, Billing & Collections Service for Augusta

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Fire                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Presenter:</b>                                     | Antonio Burden, Fire Chief/EMA Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Caption:</b>                                       | Motion to <b>approve</b> entering into Contract with EMS Management & Consultants, Inc. to provide professional services for ambulance coding, billing, and collections for the Augusta Fire Department and authorize the mayor to execute all necessary documents for an initial two (2) year contract with option to extend for three (3) additional one (1) year terms. (RFP 23-149) ( <b>Approved by Public Safety Committee April 30, 2024</b> )                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Background:</b>                                    | The Augusta Fire Department provides a two-tier EMS response program. On all dispatches for EMS service, a fire company may be dispatched to evaluate the need for service, provide medical assistance, stabilize the patient, and collect data regarding patient condition and billing information. Additionally, Augusta Fire Department ambulances respond to all structure fires in the event of need of emergency medical services and respond to 911 EMS calls when authorized. An RFP (#23-149) was put out for bid for companies interested in providing billing services for Augusta, Georgia's EMS-related calls and treatments. EMS Management & Consultants, Inc. was deemed the most responsive and responsible bidder. They will provide billing and collection services for Augusta, Georgia's EMS-related calls and treatments and their fees will be 6.5% of fees collected. |
| <b>Analysis:</b>                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Financial Impact:</b>                              | This Agreement will result in a positive net flow for Augusta, Georgia and provide a funding source to offset the expense of providing Emergency Medical Services to the citizens and visitors of Augusta.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Alternatives:</b>                                  | None at this time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Recommendation:</b>                                | To approve the Motion to approve entering into Contract with EMS Management & Consultants, Inc. to provide professional services for ambulance coding, billing, and collections for the Augusta Fire Department and authorize the mayor to execute all necessary documents. (RFP 23-149)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Funds are available in the following accounts:</b> | Fire Department 2024 Budget Line item 274034110-5212999                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |





**SECTION II- COMPANY IDENTIFICATION**

Contact Person Greg Carnes

Company EMS Management & Consultants, Inc.

Title Chief Executive Officer

Address 2540 Empire Drive, Suite 100, Winston-Salem, NC 27103

Telephone Number 336.714.9085

Organized under the laws of the State of North Carolina

Principal place of business at Winston-Salem, North Carolina

**LISTING OF KEY PERSONNEL**

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of Augusta. Those personnel committed for this work are as follows:

| NAME                    | TITLE                      |
|-------------------------|----------------------------|
| Dawn Word               | Customer Success Executive |
| Danielle Johnson        | Deployment Manager         |
| Greg Carnes             | Chief Executive Officer    |
| Jay Gyure               | Chief Financial Officer    |
| Kate Pruitt             | Chief Operations Officer   |
| Kim Stanley             | Chief Compliance Officer   |
| Jake Vizner             | Chief Information Officer  |
| Regina Godette-Crawford | Advocacy Liaison           |
|                         |                            |

Additional pages may be used if needed.

**Schedule of Costs**

The Agency proposes to furnish all materials; supplies and services set forth herein, subject to all conditions outlined in this RFP, including the general instructions and information to companies, at the percentage indicated below. All invoices shall be submitted to Augusta at the end of each monthly billing period but no later than ninety (90) days after the date service has been rendered.

**Percentage charged based on amounts collected for ambulance services billed by Agency, including the hardware/software option:**

% 6.5%

**Annual charge for hardware, including a five (5) year no-fault warranty. Vendor must specify & provide cost.**

\$ Included in Net Collections Percentage Above

**VENDOR MUST RETURN THIS COMPLETED FORM WITH THE PROPOSAL**

## CODING, BILLING AND COLLECTIONS CONTRACT BETWEEN AUGUSTA, GEORGIA AND AGENCY

This **Coding, Billing and Collections Contract**, hereinafter referred to as “Contract” is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Augusta, Georgia, a political subdivision of the State of Georgia, through the Augusta Commission, (hereinafter referred to as “AUGUSTA”), whose address is 535 Telfair Street, Augusta, Georgia 30901, and \_\_\_\_\_ (hereinafter referred to as “Agency”), whose physical address is \_\_\_\_\_ with a mailing address of \_\_\_\_\_.

**WHEREAS**, Augusta desires to engage a qualified and experienced coding, billing and collections firm to furnish professional services in coding, billing and collections for the Augusta Fire Department (AFD) for ambulance services rendered by AFD to the public. Augusta issued a Request for Proposal (RFP) # \_\_\_\_\_, hereinafter referred to as RFP # \_\_\_\_\_, to retain an agency for billing and collections for ambulance service; and,

**WHEREAS**, Agency responded to said RFP # \_\_\_\_\_ and has represented to Augusta that it is willing, experienced, and qualified to provide the services contained herein; and,

**WHEREAS**, Augusta has relied upon such representation and chosen Agency to be the most qualified respondent based on their proposal submitted.

**NOW, THEREFORE**, in consideration of the foregoing, the provisions contained herein and the mutual benefits to be derived here from and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Augusta agree as follows:

1. **Scope of Work.** Agency will provide professional services to Augusta in coding, billing, and collections for AFD ambulance services, hereinafter referred to as “billing”, in accordance with the specifications outlined in RFP # \_\_\_\_\_, “Attachment A — Scope of Services”, and other relevant data defining the billing, which is incorporated herein by reference thereto.
2. **Term.** This Contract shall commence as of the date executed by Augusta, Georgia, hereinafter referred to as “Commencement Date” and shall have an initial term of one (1) year with an option for two (2) one (1) year term renewals.
3. **Fee; Expenses.** In consideration of Agency performing its obligations under this Contract, Augusta will pay Agency \_\_\_\_\_ percentage for NET COLLECTIONS as total compensation for services which have been authorized by Augusta, provided proper invoices have been submitted by Agency as prescribed in this Contract. The total compensation for this contract shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_) dollars.
4. **Invoicing.** Agency shall submit invoices at the end of each monthly billing period in a form acceptable to Augusta, for services rendered. Agency shall provide invoices that detail the

billing rendered thirty (30) calendar days after the date the services have been rendered. Invoices received after ninety (90) calendar days has elapsed, may be considered null and void.

a) Invoices shall reference the purchase order number assigned to this Contract. Each invoice shall be accompanied by the required documents as specified in RFP # \_\_\_\_\_.

b) All invoices shall be addressed to:

Augusta Fire Department  
Fire Administration  
3117 Deans Bridge Road  
Augusta, GA 30906

5. **Payment.** Augusta shall make payments to Agency within thirty (30) days contingent upon the following:

a) From date receipt by the Fire Department of properly documented invoices for payment as determine by the agreed upon terms of this Contract.

b) On the condition that the Agency has accomplished the services to the satisfaction of the Fire Department.

c) Augusta shall have the right to reject payment of any invoice or part thereof, if not properly supported.

d) Augusta shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the Agency to the point indicated by such invoice, or of receipt of acceptance by Augusta of the services covered by such invoice.

e) Payment of undisputed amounts shall be due and payable thirty (30) days after Augusta's receipt of the invoice. Notwithstanding anything in the RFP # \_\_\_\_\_ or Agency's Proposal, Augusta shall have the right to withhold or deduct payments in the event of Agency's non-performance.

6. **Changes, Additions, Deletions.** Augusta may at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the Agency's compensation, shall be mutually agreed upon by and between Augusta and the Agency, in a written Addendum to the Contract, which Addendum shall be incorporated herein by reference thereto. No claim for damages for anticipated profits shall accrue to the Agency. Agency acknowledges that any changes that involve an increase in the compensation shall be considered major, and require the approval of Augusta.

7. **Georgia Prompt Pay Act Not Applicable.** The terms of this Contract supersede any and all provisions of the Georgia Prompt Pay Act.

8. **Defective Pricing.** To the extent that the pricing provided by Agency is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

9. **Standard of Performance.** The standard of care for all services performed or furnished by Agency under this Contract will be the level of care that is ordinarily used by members of Agency's profession practicing under similar conditions. Agency shall adhere to the

professional guidelines established by: Fair Debt Collections Practices Act, Centers for Medicare and Medicaid Services (CMS), Private Insurance Companies and HIPPA.

10. **Qualification, Licenses, and Permits and Compliance with Law.** Agency represents and warrants that it has all licenses and permits necessary to conduct its business and perform its obligations under this Contract, and agrees to comply with all applicable federal, state, and local statutes, regulations, codes, ordinances, and policies in performing its obligations under this Contract.
11. **Supervision.** All services required herein will be performed by the Agency under its supervision, and all personnel engaged in the work shall be qualified and authorized or permitted under law to perform such services. Agency shall employ certified Ambulance Biller/Coders to provide coding and billing services for AFD. Agency shall have a registered nurse as part of the billing oversight team.
12. **Accuracy of Work.** Agency shall endorse all reports, data, and information derived in the performance of this Contract and shall be responsible for the accuracy of the work. Throughout the work, Agency will prepare printed responses to comments received from Augusta following review of work performance, invoices, and other related documents. Agency shall promptly correct errors and omissions in its data, assessments, and/or reports without additional compensation. Agency will re-perform any services not meeting acceptable standard without additional compensation. The Agency shall give immediate attention to any corrections or changes to minimize delay to others.
13. **Independent Agency Relationship.** The parties contend that Agency's relationship to Augusta in providing services hereunder shall be that of an independent Agency. Nothing in this Contract, nor any performance hereunder, is intended or shall be construed to create a partnership, joint venture or relationship of agency or employment between Augusta and Agency. In providing services hereunder, Agency shall represent itself to third parties as an independent Agency to Augusta and shall not hold itself out as having any authority to obligate Augusta. Agency shall have no authority for any complaints related to employment with Augusta, Georgia and has no authority to hire, fire, discipline or otherwise effect the terms and conditions of Augusta, Georgia employees, except as specifically set forth herein.
14. **No Conflict:** Agency represents that it has secured or will secure all personnel necessary to complete this Contract; none of whom shall be employees of, or have any contractual relationship with Augusta, to include officers or government officials, without the written permission of Augusta, except as may otherwise be provided for herein. Agency is responsible for the payment of all employees' salaries, and for all other expenses incurred in connection with the performance of the duties and responsibilities established herein, except as otherwise provided. Agency covenants that it presently has no interest, nor shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance required under this Contract. Agency further covenants that in the performance of this Contract, no person having any such interest shall be employed or contracted with. No member, officer, or employee of Augusta during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

15. **Records.** Augusta shall be maintained throughout the term of this Contract and for a period of seven (7) years thereafter for records that indicate the date, time, and nature of the services rendered. Augusta may at any time request progress reports, prints, or copies of any work performed under this Contract. All data, drawings, charts, documents, materials, prepared as an instrument of service pursuant to this Contract are the property of Augusta. Augusta shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Contract without according credit of authorship. Augusta shall hold harmless the Agency against all claims arising out of such use of documents and materials without the Agency's knowledge and written consent.
16. **Open Records.** Agency acknowledge that all records relating to this Contract and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Agency shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.
17. **Confidentiality.** Agency acknowledges that all documents, reports, assessments, information, data, and studies prepared by the Agency upon completion of the Contract, shall be the property of Augusta and be delivered thereto. Articles, papers, bulletins, reports, materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Contract shall not be presented publicly or published without prior written approval of Augusta. Agency agrees that its conclusions and any reports are for the confidential use and information of Augusta and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to Augusta, and will only discuss the same with it or its authorized representatives. It is further agreed that if any information should be released by the Agency without prior approval from Augusta, the release of same shall constitute grounds for termination of this Contract without indemnity to the Agency, but should any such information be released by Augusta or by the Agency with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Contract.
18. **Prohibition Against Contingent Fees.** The Agency warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Agency for the purpose of securing business and that the Agency has not received any non- Augusta fee related to this Contract without the prior written consent of Augusta. For breach or violation of this warranty, August shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
19. **Temporary Suspension or Delay of Performance of Contract.** To the extent that it does not alter the scope of this Contract, Augusta may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Agency under this Contract.
20. **Liquidated Damages.** Agency agrees to pay as liquidated damages to Augusta the sum of \$100.00 for each consecutive calendar day after expiration of the Contract Term, except for authorized extensions of time by Augusta. This paragraph is independent of paragraph 32 regarding default by Agency. The Parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of contract. The liquidated damages set forth herein are not intended to

compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented Agency failures. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract, as well as attorney fees, if applicable.

21. **Specified Excuses for Delay or Non-Performance.** Agency is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature, or periods of time or dates are changed through no fault of Agency. In any such event, the contract price and schedule shall be equitably adjusted.
22. **Acceptance.** Acceptance of Agency's work by Augusta will not relieve the Agency of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
23. **Indemnification.** Agency shall indemnify, hold harmless, protect and defend Augusta and its Commissioners, elected officials, trustees, officers, employees, agents, and representatives (the "Indemnified Parties") for, from, and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters"), of any nature whatsoever (including, but not limited to, damage to or loss of property, bodily injury or death), directly or indirectly arising out of or in connection with the performance of Agency's obligations under this Contract. Agency's indemnification obligations under this Paragraph shall apply whether the Indemnified Matters are due in part to the concurrent fault or negligence of the Indemnified Parties or others, but shall not extend to such concurrent fault or negligence. Agency's defense obligations under this Paragraph shall be with attorneys approved by Augusta, which approval shall not be unreasonably withheld.
24. **Agency's Insurance.** Agency shall at all times that this Contract is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify Augusta against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the Agency in performance of the work during the term of this Contract. Agency shall provide, at all times that this Contract is in effect, insurance with limits of not less than:
  - a) **Workmen's Compensation Insurance** in accordance with the State of Georgia;
  - b) **Public Liability Insurance** in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence;
  - c) **Property Damage Insurance** in an amount of not less than One Million (\$1,000,000) from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars; and
  - d) **Professional Liability Insurance** in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

All policies of insurance required under this Paragraph will provide that they may not be canceled nor the coverage materially changed without thirty (30) days prior written notice to Augusta. Augusta will be named as an additional insured with respect to Agency's liabilities hereunder in insurance coverage identified in items B & C. Such policies shall name Augusta as a co-insured, except for worker's compensation and professional liability policies, and a

copy of such policy or a certificate of insurance shall be filed with the director at the time of the execution of this Contract.

25. **No Assignment; No Amendment; No Waiver.** This Contract may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party; and may not be amended or modified by course of conduct or otherwise, except in a writing duly executed by each of the parties.
26. **Non-Discrimination.** During the performance of this Contract, the Agency shall comply with all federal and state non-discrimination laws, regulations and policies in the administration of this Contract. In the event of the Agency's non-compliance or refusal to comply with any non-discrimination law, regulation, or policy in the administration of this Contract, this Contract may be rescinded, canceled or terminated in whole or in part, and the Agency may be declared ineligible for further contracts with Augusta. The Agency shall, however, be given a reasonable time in which to correct any non-compliance.
27. **Subcontract.** The Agency shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Augusta's prior written approval of the subcontractor. All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Contract. The Agency will cause the provisions outlined below to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for commercial supplies of raw materials. Said provisions are as follows: (i) the Agency will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (ii) in all solicitations or advertisements for employees, qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.  
  
Salaries of any subcontractors, drafters, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except payroll deductions as are mandatory by law. The Agency hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Contract.
28. **Drug free Workplace.** Agency will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract. If Agency has more than one employee, including Agency, Agency shall provide for such employee(s) a drug-free workplace program, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G. A. Section 50-24-1 et seq., throughout the duration of this Contract.
29. **Damages.** Agency is responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold Augusta, its officers, agents and employees, harmless from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the Agency, its subcontracts, or agent in the negligent performance or non-performance of work under this Contract. These indemnities shall not be limited by reason of any insurance coverage.

30. **Notice of Non-Compliance.** Augusta will give prompt written notice to Agency whenever Augusta observes or becomes aware of any development that affects the scope or timing of Agency's service, or of any defect in the work of Agency or Agency's subcontractors.
31. **Termination- General.** Either party shall have the right to terminate this Contract, in part or in whole, by giving written notice to the other party of such termination, specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, work papers and reports prepared by the Agency under this Contract shall become the property of Augusta, and the Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by Augusta and Agency.
32. **Termination for Cause.** Augusta will give Agency five (5) days written notice of any known failure to fulfill its obligations or violation of any of the covenants, specifications, or stipulations of this Contract, RFP, or Addendum. Agency will be given the opportunity to correct any violation within five (5) days of a written notice. Failure to correct said violation or default after the 5 days' notice, shall constitute a default and will be grounds for termination of this Contract. If Augusta elects to terminate this Contract, written notice of termination will be sent to Agency stating the effective date of termination.
33. **Inspect Place of Business.** Augusta may at reasonable times, inspect the part of the plant, place of business, or work site of Agency or any subcontractor of Agency or sub-unit thereof, which is pertinent to the performance of this Contract.
34. **Property Insurance.** Augusta will maintain property insurance on all pre-existing physical facilities associated and used for the completion of this Project.
35. **Cooperation.** Agency shall advise Augusta of additional data or services, if any, which are not a part of Agency's services necessary for work to begin. At Agency's request, Augusta will provide all criteria and full information as to Augusta's and Agency's requirements for this part of the project, including objective and constraints, space, capacity, and performance required flexibility and expandability, and any budgetary limitations. Agency will reasonably rely on the accuracy, timeliness, and completeness of the provide by Augusta. All parties agree to work together on the basis of trust, good faith and affair dealing, and shall take actions reasonably necessary to enable each other to perform under this Contract in a timely, efficient and economical manner.
36. **Local Small Business.** In accordance with Chapter 10B of the Augusta, GA. Code, Agency expressly agrees to collect and maintain all records necessary for Augusta to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta. The requirements of the Local Small Business Opportunity Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with Augusta, GA. Code § 1-10-129(d)(7), for all contracts where a local small business goal has been established, Agency is required to provide local small business utilization reports. Agency shall report to Augusta the total dollars paid to each local small business on each contract, and shall provide such payment affidavits,



regarding payment to subcontractors as may be requested by Augusta. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta. Failure to provide such reports within the time period specified by Augusta shall entitle Augusta to exercise any of the remedies set forth, including but not limited to, withholding payment from Agency and/ or collecting liquidated damages.

37. **Commencement of Services.** The performance of services herein described in this Contract shall be commenced upon receipt by the Agency of a written Authorization To Proceed. The effective date of services shall be defined in the Authorization To Proceed.
38. **Audit.** At any time during normal business hours and as often as Augusta may deem necessary, the Agency shall make available to Augusta and/or audit representatives of Augusta for examination all of its records with respect to all matters covered by this Contract. It shall also permit Augusta and/or representatives of the audit, to examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract.
39. **Notices.** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

AUGUSTA:

AGENCY:

Fire Chief  
Augusta Fire Department  
3117 Deans Bridge Road  
Augusta, Ga. 30906

COPY TO:  
General Counsel  
Augusta Law Department  
535 Telfair Street, Building 3000  
Augusta, Ga. 30901

40. **Entire Contract.** RFP # \_\_\_\_\_ specifications and this Contract, including Attachments, represents the entire responsibilities and obligations between Augusta and Agency and supersedes all prior negotiations, representations, and agreements, either written or oral. All subsequent Amendments, properly executed, become part of this Contract by reference thereto.
41. **Conflicting Provisions.** In the event there are any conflicting provisions or requirements in the component parts of this Contract, the several Contract Documents shall take precedence in the following order:  
RFP# \_\_\_\_\_  
Contract, including Attachments  
Amendments.

42. **Severability.** If any provision in this Contract or any provision of any document incorporated by reference, shall be held invalid, such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision and to this end the provisions of this contract are declared severable and the remaining provisions are in full force and effect.
43. **Requested Assistance/Additional Services.** The Scope of Services does not include costs of Agency for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Augusta. All such services required or requested of Agency by Augusta, except for suits or claims between the parties to this Contract, will be reimbursed as additional services. Except as otherwise provided in this Contract, Agency shall indemnify and hold harmless, Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of its work.
44. **Prevailing Law and Jurisdiction.** The law of the State of Georgia shall govern the Contract between Augusta and Agency with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Augusta and Agency arising out of or relating to the Contract, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Agency, by executing this Contract specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.
45. **Acknowledgment.** Agency acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Agency is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Agency's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Agency may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Agency agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Agency provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Agency. Agency assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity. " This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.
46. **E-Verify.** All contractors and subcontractors entering into contracts with Augusta , Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta , Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized 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. S 1310-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia AGENCY will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of 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. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

47. **Counterparts.** The Contract Documents are complementary, and what is called for by one is as binding as if called for by all.

IN WITNESS WHEREOF, Agency and Augusta have duly executed and delivered this Contract.

AUGUSTA, GEORGIA

By: \_\_\_\_\_  
 Printed Name: Hardie Davis, Jr.  
 Title: Mayor  
 Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
 Printed Name: Lena Bonner  
 Title: Clerk of Commission

AGENCY

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: President  
 Date: \_\_\_\_\_

(affix seal)

## **EXHIBIT “A”**

### **Scope of Services**

#### **CODING & BILLING**

1. The Coding/Billing Agency (Agency) will commence billing the Patient Care Reports (PCR) with the start-up date established by the Agency and Augusta.
2. All services will be performed by the Agency under its supervision and shall have a registered nurse as part of the billing oversight team. The Agency will provide certified Ambulance Biller/Coders to provide coding and billing services to AFD.
2. Billing data will be imported directly from software agreed upon by Augusta and the Agency.
3. The Agency shall prepare invoices according to the rates established by Augusta.
4. The Agency shall prepare invoices according to the guidelines and procedures established by the Agency and Augusta, and all applicable laws and regulations according to Centers for Medicare & Medicaid Services (CMS), including those for Medicare and Medicaid services.
5. The Agency on behalf of Augusta, shall bill all non-emergent and emergent transports according to applicable laws established by Medicare, Medicaid and other applicable agencies
6. All invoices shall be billed in compliance with the Fair Debt Collection Practices Act.
7. Electronic filing is required method of filing invoices to appropriate parties, including insurance companies if available, Medicare and Medicaid if applicable. Augusta shall approve all forms and correspondence.
8. The Agency shall utilize available resources and databases to obtain billing insurance information on private pay patients.
9. The expectation of Augusta is that the initial invoices will be processed within five (5) business days of the receipt of the billing information, according to the agreed upon process for various claim types.

#### **COLLECTIONS**

1. The Agency shall process all claims according to the timelines defined by the Agency and Augusta.
2. The claims shall be divided in four revenue categories: Medicare, Medicaid, Insurance, and Private Pay.

3. Claims shall be appropriately re-categorized after receiving payment from the primary payer.
4. Denials for Medicare and Medicaid shall be processed according to the timelines defined by the Agency, Augusta, and the Carrier.
5. Customer service shall be provided from 8 am to 5 pm Eastern Standard Time (EST) using an Agency supplied phone number. It is preferred that the Agency include an 800- number for out-of-area or out-of-state customers.
6. The call system must be able to accept voice mail messages and route to appropriate person.
7. The awarded Agency must make a good faith effort to contact customers within 24 hours after initial contact from the customer.
8. The awarded Agency will treat all debtors fairly, with professionalism, honesty and integrity while obtaining the maximum results.
9. The Agency must remit to Augusta all funds collected, less refunds issued.
10. Fees charged by the Agency for billing and collection services will be based upon “net collections”.
11. Augusta regards “net collections” as total funds collected, less refunds issued, as a result of overpayments or erroneous payments.
12. An active Quality Assurance and Internal Auditing Control program for detecting, correcting, and avoiding process errors shall be maintained.

## **ACCOUNTING AND REPORTING**

1. Accounting and reporting for all billing and collections shall be performed pursuant to Generally Accepted Accounting Principles.
2. Accounting and reporting shall be provided on a daily, monthly, quarterly, and annual basis, or as requested by Augusta. This shall include monthly auditing by the successful Agency to ensure accuracy of bills.
3. Reports and all supporting documentation shall be submitted to Augusta within ten (10) business days after the end of the month.
4. All reports must be provided to the appointed Augusta billing and collections contact by the time period specified.
5. Reports should be submitted electronically, either via email or secure server.

6. Reports should be provided in MS Excel, as PDF Documents, or a format to be determined collectively by the Agency and Augusta, when requested.
7. Below are the reports required by Augusta to monitor the billing and collection process. Additional reports may be added by the request of Augusta at no additional cost on an as-needed basis.
8. Reports may need to be modified periodically on specific issues or needs that arise.
9. Please specify the process to add/change or delete specific reports.
10. The Agency shall retain all financial and administrative records for a minimum of 7 years following the completion of the Contract, and shall permit Augusta or any of their representatives or auditors access to such records.

## **DAILY REPORTS**

1. A revenue report showing all transports billed. At a minimum, the report should include the date of service, incident number, patient name, origin, destination, procedure code, and gross charges.
2. A report showing transports that cannot be billed including the reason the transport could not be billed.
3. A report showing the number and amount of claims filed with Medicare and Medicaid, including the confirmation information from Medicare or Medicaid acknowledging receipt of the claim.
4. A reconciliation report showing the amount of cash receipts posted and how the amount ties to the weekly bank deposit. Provide an explanation of any cash that is unable to be posted.

## **MONTHLY, QUARTERLY, AND ANNUAL REPORTS**

1. A revenue report showing all transports billed. At a minimum, the report should include the date of service, incident number, patient name, origin, destination, procedure code, and gross charges.
2. An outstanding aged accounts receivable report sorted by payer, including a total outstanding aged report. The Report should show four categories of outstanding accounts: 30, 60, 90 and more than 120 days outstanding. The report would also show the last date of activity on the account. The report should break down the categories into the current financial class of the account (from where the next dollar payment is expected).
3. A report listing all refunds processed for the month.

4. A report of all accounts sent to collections.
5. A report of all account denials broken down by payer and then by type of denial.
6. A report of all claims denied by Medicare and Medicaid.
7. Provide monthly reports of any and all disclosures or releases of data or information, and the reasons there for.
8. A report of all claims written-off during the month.
9. Other reports on an as-needed basis useful in monitoring and evaluating Augusta's ambulance service and/or accounts receivable process.
10. Augusta reserves the right to audit the records of the Agency related to billing Augusta for the Agency's services. The Agency shall make and keep full and complete records and books of accounts of revenue and income, costs and expenses that specifically relate to performance under this contract.
11. Records and books of account, together with any or all other memoranda pertaining thereto that may be kept, maintained or possessed by the Agency, shall be open to examination during the regular business hours by Augusta or its representatives for the purpose of inspection, auditing, verifying, or coping the same or making extracts therefrom.
12. The Agency shall make and keep said records and books of account in accordance with generally accepted accounting principles.
13. The Agency shall provide to Augusta manuals outlining the policies and procedures established to facilitate the processing of the contract between the parties upon award and successful completion of a contract.

## **ANALYTICAL SERVICES**

The Agency will be expected to provide analysis and expertise in all issues related to ambulance coding, billing, and collections. This includes analysis of trends and other pertinent issues that may develop.

Initially, the Agency will be expected to discuss monthly with Augusta to review performance. The minimum requirements of a written report reviewing the performance of the accounts receivable should be prepared, identifying among other issues, the strengths, weaknesses, and opportunities of the performance. Key issues that might arise in the future should be identified, along with strategies to address the issues. This report should be prepared monthly.

## TECHNOLOGY REQUIREMENTS

1. The Agency will provide all necessary software that meets Augusta's requirement and all software associated with the billing and collection process.
2. The Agency will provide all necessary hardware required to enable billing data collections.
3. Augusta shall be provided a system that will ensure complete and uninterrupted flow of service via back-up systems and a Data Recovery Project Plan/System should a disaster occur. Provide a copy of the plan for review by Augusta's IT Department.
4. The Agency should have the ability to utilize a secure FTP platform via VPN and/or FTP for billing extract file transfer. If the Agency recommends an alternative method for file transfer, please provide a detailed description of the recommended process.
5. The Agency should provide sufficient HIPAA compliance training to all employees detailing with applicable information.

## COMPENSATION AND METHOD OF PAYMENT

Augusta shall make payments to the Agency in accordance with the "Fee Schedule". The Agency shall submit an invoice specifying the required services that were performed, accompanied by data satisfactory to Augusta, to document entitlement of payment.

### 1. Schedule of Costs

The Agency proposes to furnish all materials; supplies and services set forth herein, subject to all conditions outlined in this RFP, including the general instructions and information to companies, at the percentage indicated below. All invoices shall be submitted to Augusta at the end of each monthly billing period but no later than ninety (90) days after the date service has been rendered.

Percentage charged based on amounts collected for ambulance services billed by Agency, including the hardware/software option:

% \_\_\_\_\_

Annual charge for hardware, including a five (5) year no-fault warranty. Vendor must specify & provide cost.



\$\_\_\_\_\_

## **2. Fiscal Funding**

If the Contract is awarded to an Agency, who is to be paid through any method other than percentage of the fund collected, then such Agency understands that Augusta shall request appropriate of funds periodically to make payments to the Contract hereunder. If said funds are not appropriated by Augusta in a timely manner, Augusta shall not be obligated to pay a penalty to the Agency. Such an event shall not constitute an event of default by Augusta. Augusta agrees to promptly notify the Agency in writing of such non-appropriation.

## **SUBCONTRACTING**

None of the work or services covered by the Contract shall be subcontracted to a third party without prior written approval from Augusta. Any work or services subcontracted hereunder shall be specified, in writing, and approved by Augusta before execution, and any subcontractor contract shall expressly provide that it is subject to the terms of this Contract.

## **ASSIGNABILITY**

The Agency shall not assign or transfer whether by an assignment or agreement, any of its rights, obligations, benefits, liabilities or other interest without the prior written consent of Augusta.

## **INSURANCE**

It shall be the responsibility of the Agency or subcontractors to release from liability claims that may arise from the Contractor's acts, omissions, or operations carried out in connect with this RFP. The Agency shall secure and bear sole responsibility for any required insurance coverage including but not limited to Worker's Compensation Insurance, Public Liability Insurance, as well as any other insurance, which the Agency and City mutually determine to be necessary to carry out the provisions of this RFP. Insurance Limits as follows:

Worker's Compensation Insurance in accordance with the State of Georgia;

Public Liability Insurance in an amount of not less than \$1,000,000.00;

Professional Liability Insurance in an amount of not less than \$1,000,000.00.

### **Required Supplementary Information**

1. Sample of all reports that will be provided to Augusta.
2. Explanation of what data we must provide your service and how it will be transferred. Include any opportunities for electronic data submission
3. A projection timeline of events that must take place from start-up to full operation.
4. Explanation of positive techniques used to work with and assist private pay patients in satisfying their bill and assurance they agency will refrain from using threats or intimidation as a collection technique. Accounts that are deemed uncollectible (determined by Augusta) will be returned to collections for further action.
5. A copy of your most recent SAS-70 audit report.
6. The Agency will provide the name and contact information of a primary contact person that will be responsible for the work performed per this RFP.

### **DETAILED SPECIFICATIONS**

1. The Augusta Fire Department (AFD) provides a two-tier EMS response program. On all dispatches for EMS service, a fire company may be dispatched to evaluate the need for service, provide medical assistance and stabilize the patient and collect data regarding patient condition and billing information. This information is written on an "Emergency EMS Report, Augusta Fire Department Run Report.
2. Depending on the severity of the medical emergency, the following may occur:
  - A) The patient may be left where s/he was encountered or advised to obtain their own transportation to a doctor or clinic
  - B) A paramedic unit may be dispatched and the patient transported as a Basic Life Support Transport (BLS)
  - c) The patient can be transported as an Advance Life Support Transport (ALS)

In all events, an Emergency EMS Report is prepared for each EMS dispatch regardless of the service level provided to the patient. This document is the source document produced by AFD for EMS billing and EMS management information reports.

3. All payments for EMS billing shall be sent directly from the party responsible for payment to the Agency's Office. The Agency will provide to Augusta the original statement received by the payer and a copy of the check. The Agency will also provide a copy of the Daily Cash Receipts Schedule that itemizes payments received for EMS billing and identifies the date to be used by the Agency for management reports.

4. AFD will try to collect as much information as possible from a patient receiving EMS services, but there is no guaranteed that this information will be complete or totally accurate as it will be collected during the EMS run. It shall be the responsibility of the Agency to obtain whatever information is necessary in order to perform the billing process and generate accurate reports required by the contract.

5. AFD shall continue to collect data on all EMS dispatches for both tiers of the program. It shall be the responsibility of the Agency to collect this data and prepare reports as specified in the EMS Management Information System.

6. It is preferred that the Agency secure provider status and numbers for Augusta, at no charge to Augusta, which shall include, at a minimum, provider status and numbers for Medicare, Medicaid, an NPI number and any other applicable public assistance payments.

In the alternative, the Agency shall assist Augusta in securing provider status and numbers for Augusta, at no charge to Augusta, which shall include, at a minimum, a provider status and numbers for Medicare, Medicaid, an NPI number and any other applicable public assistance payments.

The Agency shall establish Augusta as a direct entry provider wherever possible.

7. The Agency shall establish and maintain an office that shall have all the necessary equipment, including but not limited to dedicated phone lines, computer terminals, modems, and sufficient personnel, materials and supplies to operate as Augusta's transport medical billing facility.

8. The Agency shall maintain, at a minimum, normal business hours Monday through Friday, 9:00 am. to 5:00 pm., except holidays.

9. The Agency shall be responsible for contacting all hospitals and other medical facilities that receive patients from AFD transport units to establish procedures necessary to complete documentation of City transport runs.

10. The agency shall be responsible for determining what information will be collected and retained to meet the criteria established by Medicare, Medicaid, or other applicable public assistance and/or private medical carriers, for billing appeals, auditing and other functions defined by these carriers. The Agency shall collect and maintain information defined by Augusta for the development of medical transport billing management information system.

11. The Agency shall be responsible for inputting coding/billing information shortly after it is received. The Agency shall process and transmit invoices to medical insurance carriers within the time specified by the medical insurance carriers; but not longer than three (3) weeks of

submission of the data from AFD. The Agency shall provide to Augusta a copy of all files upon Augusta's request.

12. The Agency shall be responsible for the transfer of all electronic files, records and other material maintained by any other agency.

13. The Agency will implement a billing system that encourages the use of different messages on subsequent reminder or late payment notices.

14. The Agency will implement a system that will accept partial payments. The billing system shall be mutually agreed upon by the Agency and Augusta.

15. The Agency shall define their normal billing cycle for primary insurance, secondary insurance and self-pay accounts.

16. The Agency shall have the capability of receiving electronic demographic files from Augusta, Ga. area hospitals. The Agency shall be responsible for and participate with Augusta in establishing this capability with hospitals.

17. The Agency shall have the ability to accept electronic file transfer of data listed on AFD reports.

18. The Agency shall provide, at minimum, the forms necessary for medical billing, all follow-up letters and forms to medical carriers, all follow-up letters and forms to citizens who have utilized EMS transport service, all correspondence to employers, and all financial, management and account tracking reports provided to Augusta. The design and wording to be used in the forms and letters shall be mutually agreed upon by the Agency and Augusta.

19. The Agency shall utilize a "Clearing House" to review all Medicare claims.

20. The Agency shall utilize a Collections' service to submit aged accounts for collections, upon a mutually agreed time of delinquency.

21. All files containing information relative to Augusta transport billing system shall be maintained separately from any other account managed by the Agency.

22. Adequate security, such as password protections, shall be provided to insure privacy of records.

23. The Agency shall provide backup files as an added method of security for the database. The backup files shall be stored in a fire proof safe with a minimum two hour rating.

24. The Agency shall develop various accounting and management reports for Augusta. The Agency shall provide various one-time reports requested by Augusta at no additional charge.

Transport Log Daily

Fire/EMS Administrator Summary

## Fire/EMS Finance Officer Summary

### Runs by Post Date

### Monthly Deposit Log

25. Prior to issuance of transport bills, a trial run shall be conducted of the system to include the preparation of “dummy” bills and report. Upon review and acceptance by Augusta, the system shall be placed into operation.

26. It shall be the responsibility of the Agency to constantly update the filing system so that it complies with the current requirements established by the medial carriers. This shall include, but not be limited to, revising programming, updating master CFIT coding and descriptions, updating master **IC 10 CM** diagnosis coding, conformance with **ANXI X-12** format, consulting with Augusta for updating/reviewing fees, charging patterns and practices, carrier negotiations, revising paperwork, updating manuals and retraining personnel as necessary.

27. The Agency shall provide real-time, on-line services to handle all data processing requirements. The Agency shall store all information collected on data processing magnetic media. One year of activity shall be maintained on-line in the system for immediate access. Information older than one year shall be dumped onto a separate media and shall be retained for 7 years. All collected information shall be backed-up with a separate media.

28. The Agency shall follow all current governmental HIPPA regulations. Agency must sign a Business Associates Agreement upon acceptance of the contract assuring Augusta that they are HIPPA complaint.

29. All software must be compatible with current software utilized by the AFD for incident reporting. The Augusta Fire Department is currently migrating to Image Trend.

### **OPTIONAL: AFD EMPLOYEE TRAINING**

1. Agency will provide training to AFD personnel on coding, billing and collection procedures.
  
2. If Agency elects to provide training for AFD personnel on coding, billing and collection, Agency will provide generalized outline of training.
  
3. Agency will provide one set of books to AFD to include AAA Manual by David Wefel; ICD 10 Books (CM Expert (Diagnostic) and HCPCS (Billing) Level II Expert; Quick Guide from [www.pwwemslaw.com](http://www.pwwemslaw.com); and current Medicare Reference Manual.



## Request for Proposals

Request for Proposals will be received at this office until **Tuesday, November 21, 2023 @ 11:00 a.m.** via **ZOOM Meeting ID: 835 8617 1785; Passcode: 924027** for furnishing:

**RFP Item #23-149      Ambulance Coding, Billing and Collection Services for Augusta, GA – Fire Department**

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

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

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

**Pre-Proposal Conference will be held Monday, November 6, 2023 @ 2:00 p.m. Via Zoom – Meeting ID: 889 9229 0657; Passcode: 569588.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, November 7, 2023 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.**

No RFP may be withdrawn for a period of ninety (90) days after RFPs have been opened, pending the execution of contract with the successful Proposer(s).

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

|                   |                                               |
|-------------------|-----------------------------------------------|
| Augusta Chronicle | October 12, 19, 26, 2023 and November 2, 2023 |
| Metro Courier     | October 5, 2023                               |

Revised: 3/22/21




**RFP Item #23-149 Ambulance Coding, Billing and Collection Services for  
Augusta, GA - Fire Department  
RFP Due: Tuesday, November 28, 2023 @ 11:00 a.m. ZOOM Meeting**

Total Number Specifications Mailed Out: 18  
Total Number Specifications Download (Demandstar): 7  
Total Electronic Notifications (Demandstar): 299  
Georgia Procurement Registry: 1117  
Total packages submitted: 2  
Total Noncompliant: 1

| VENDORS                                                                                     | Attachment<br>"B" | Addendum<br>1       | E-Verify #            | Save<br>Form | Original | 7 Copies | Fee Proposal |
|---------------------------------------------------------------------------------------------|-------------------|---------------------|-----------------------|--------------|----------|----------|--------------|
| GBBS HeathCare Solutions<br>600 Corporate Pointe, Ste. 1250<br>Culver City, CA 90230        | Yes               | No/Non<br>Compliant | InValid<br>26-3746595 | Yes          | Yes      | Yes      | Yes          |
| EMS Management & Consultants, Inc<br>2540 Empire Drive, Ste. 100<br>Winston-Salem, NC 27103 | Yes               | Yes                 | 658046                | Yes          | Yes      | Yes      | Yes          |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |         |                                                                                             |                           |                                                                                      |                 |       |     |                                                                                             |  |                                                                                      |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------|---------------------------------------------------------------------------------------------|---------------------------|--------------------------------------------------------------------------------------|-----------------|-------|-----|---------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------|--|
| <div><div></div><div>Evaluation Sheet RFP Item # 23-149 Evaluation Meeting Ambulance Coding, Billing and Collection Services<br/>RFP Due: Tuesday, November 28, 2023 @ 11:00 a.m. ZOOM Meeting<br/>Evaluation Date: Thursday, December 14, 2023 @ 2:00 p.m. via ZOOM</div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |         |                                                                                             |                           |                                                                                      |                 |       |     |                                                                                             |  |                                                                                      |  |
| Vendors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |         | EMS Management & Consultants, Inc<br>2540 Empire Drive, Ste. 100<br>Winston-Salem, NC 27103 |                           | GBBS HeathCare Solutions<br>600 Corporate Pointe, Ste. 1250<br>Culver City, CA 90230 |                 |       |     | EMS Management & Consultants, Inc<br>2540 Empire Drive, Ste. 100<br>Winston-Salem, NC 27103 |  | GBBS HeathCare Solutions<br>600 Corporate Pointe, Ste. 1250<br>Culver City, CA 90230 |  |
| Phase 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |         | Ranking of 0-5 (Enter a number value between 0 and 5)                                       |                           |                                                                                      |                 |       |     |                                                                                             |  |                                                                                      |  |
| Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | Ranking | Points                                                                                      | Scale 0 (Low) to 5 (High) |                                                                                      | Weighted Scores |       |     |                                                                                             |  |                                                                                      |  |
| 1. Completeness of Response<br>• Package submitted by the deadline<br>• Package is complete (includes requested information as required per this solicitation)<br>• Attachment B is complete, signed and notarized                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | N/A     | Pass/Fail                                                                                   | PASS                      | FAIL                                                                                 |                 |       |     |                                                                                             |  |                                                                                      |  |
| 2. Qualifications & Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | (0-5)   | 20                                                                                          | 5.0                       |                                                                                      | 100.0           |       | 0.0 |                                                                                             |  |                                                                                      |  |
| 3. Organization & Approach                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | (0-5)   | 15                                                                                          | 4.5                       |                                                                                      | 67.5            |       | 0.0 |                                                                                             |  |                                                                                      |  |
| 4.Scope of Services<br>Scope of Services (30 points) - Provide details on your approach to the Introduction (Section II) and Scope of Services (Section III) to include your organizations experience in the following item:<br>a.Capacity to accomplish the work in the required time.<br>b.Quality and conciseness of the Work Program and Program Schedule.<br>c.Firm’s understanding of the work to be done.<br>d.Past performance on contracts with government agencies, private agencies, private industry in terms of cost control, quality of work, compliance, efficiency of performance schedules. Document by references and other means.<br>e.Specialized experience and technical competence in the type of work required.<br>f.Include a list of similar projects undertaken.<br>g.Capacity to retain competent staff and accomplish the work in the required time. |  | (0-5)   | 15                                                                                          | 4.5                       |                                                                                      | 67.5            |       | 0.0 |                                                                                             |  |                                                                                      |  |
| 5.Financial Stability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | (0-5)   | 10                                                                                          | 4.5                       |                                                                                      | 45.0            |       | 0.0 |                                                                                             |  |                                                                                      |  |
| 6. References                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | (0-5)   | 5                                                                                           | 4.5                       |                                                                                      | 22.5            |       | 0.0 |                                                                                             |  |                                                                                      |  |
| 7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |         |                                                                                             |                           |                                                                                      |                 |       |     |                                                                                             |  |                                                                                      |  |
| Within Richmond County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 5       | 10                                                                                          |                           |                                                                                      | 0.0             |       | 0.0 |                                                                                             |  |                                                                                      |  |
| Within CSRA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | 5       | 6                                                                                           |                           |                                                                                      | 0.0             |       | 0.0 |                                                                                             |  |                                                                                      |  |
| Within Georgia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | 5       | 4                                                                                           |                           |                                                                                      | 0.0             |       | 0.0 |                                                                                             |  |                                                                                      |  |
| Within SE United States (includes AL, TN, NC, SC, FL)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | 5       | 2                                                                                           | 5.0                       |                                                                                      | 10.0            |       | 0.0 |                                                                                             |  |                                                                                      |  |
| • All Others                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | 5       | 1                                                                                           |                           |                                                                                      | 0.0             |       | 0.0 |                                                                                             |  |                                                                                      |  |
| Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |         | 28.0                                                                                        |                           |                                                                                      |                 | 312.5 |     | 0.0                                                                                         |  |                                                                                      |  |
| Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |         |                                                                                             |                           |                                                                                      |                 |       |     |                                                                                             |  |                                                                                      |  |
| 8. Presentation by Team                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | (0-5)   | 10                                                                                          |                           |                                                                                      | 0.0             |       | 0.0 |                                                                                             |  |                                                                                      |  |
| 9. Q&A Response to Panel Questions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | (0-5)   | 5                                                                                           |                           |                                                                                      | 0.0             |       | 0.0 |                                                                                             |  |                                                                                      |  |
| 10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |         |                                                                                             |                           | Cost/Fee Proposal Consideration                                                      |                 |       |     |                                                                                             |  |                                                                                      |  |
| Lowest Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | 5       | 10                                                                                          | 5.0                       |                                                                                      | 50.0            |       | 0.0 |                                                                                             |  |                                                                                      |  |
| Second                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 5       | 6                                                                                           |                           |                                                                                      | 0.0             |       | 0.0 |                                                                                             |  |                                                                                      |  |
| Third                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | 5       | 4                                                                                           |                           |                                                                                      | 0.0             |       | 0.0 |                                                                                             |  |                                                                                      |  |
| Forth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | 5       | 2                                                                                           |                           |                                                                                      | 0.0             |       | 0.0 |                                                                                             |  |                                                                                      |  |
| Fifth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | 5       | 1                                                                                           |                           |                                                                                      | 0.0             |       | 0.0 |                                                                                             |  |                                                                                      |  |
| Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |         |                                                                                             | 5.0                       |                                                                                      | 50.0            |       | 0.0 |                                                                                             |  |                                                                                      |  |
| Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |         |                                                                                             |                           |                                                                                      |                 |       |     |                                                                                             |  |                                                                                      |  |
| Total Cumulative Score (Maximum point is 500)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |         | 33.0                                                                                        |                           |                                                                                      |                 | 362.5 |     | 0.0                                                                                         |  |                                                                                      |  |
| Internal Use Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |         |                                                                                             |                           |                                                                                      |                 |       |     |                                                                                             |  |                                                                                      |  |
| Evaluator: Cumulative Date: 12/14/23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |         |                                                                                             |                           |                                                                                      |                 |       |     |                                                                                             |  |                                                                                      |  |
| Procurement Department Representative:____Nancy Williams_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |         |                                                                                             |                           |                                                                                      |                 |       |     |                                                                                             |  |                                                                                      |  |
| Procurement Department Completion Date: 12/14/23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |         |                                                                                             |                           |                                                                                      |                 |       |     |                                                                                             |  |                                                                                      |  |

**Fire Department/Emergency Management Agency****Antonio Burden, Fire Chief/EMA Director**

December 14, 2023

Ms. Geri Sams, Procurement Director

Ref: RFP 23-149 Ambulance Coding, Billing & Collections  
For Augusta, GA Fire Department

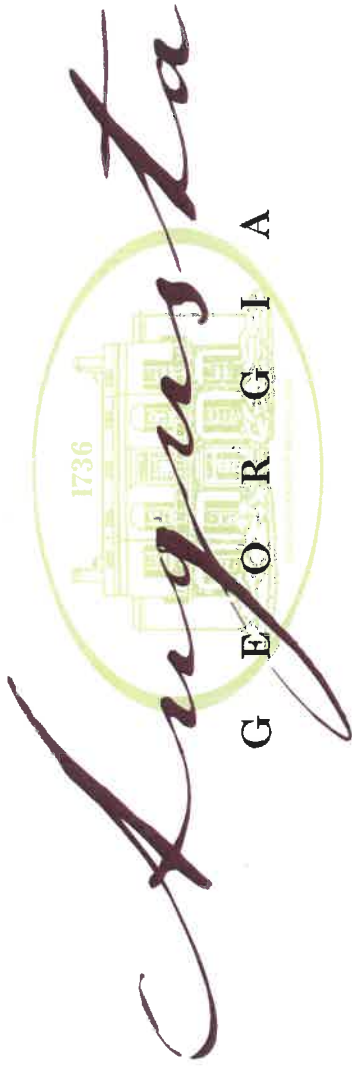
Dear Ms. Sams:

After careful review and scoring of the bid packages submitted for RFP 23-149 EMS Ambulance Coding, Billing & Collections Services for Augusta, Georgia Fire Department with our committee, and Procurement staff, EMS Management & Consultants submitted the most responsive proposal. I would like to recommend the award of this contract to EMS Management Consultants.

If you have questions or require further information, do not hesitate to contact me at 706-821-1640 or 706-821-2933.

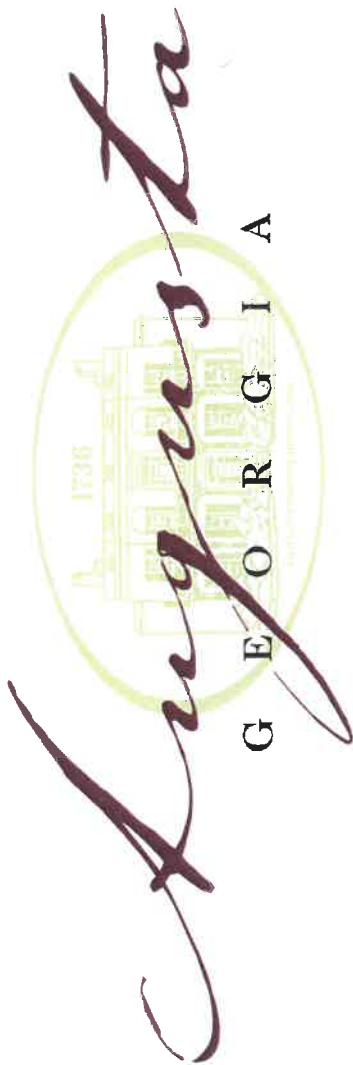
Sincerely,

Antonio Burden  
Fire Chief/EMA Director



# *Project Procurement Management: Best Practices*

**Geri A. Sams**  
Procurement Director



# *Project Procurement Management: Best Practices*

**Geri A. Sams**  
Procurement Director

## Pocurement & Contract Management

We would like to acknowledge the Utilities Department in the preparation of this workshop....by including the Procurement Department and others will give you a better idea of the who, what, when and how the City function overall.

Thank You

Augusta Utilities Staff

For more information on the topic please refer to the procurement website at [www.augusta.ga.gov](http://www.augusta.ga.gov)

## Procurement Introduction

*Purchasing goods, services and works (procurement) is a critical element of project implementation. . .*

- Inefficient or ineffective procurement may have serious consequences:
  - ✓ expected project results and impacts not achieved
  - ✓ delays in project implementation
  - ✓ higher cost of implementation
- Procurement is a sensitive activity:
  - can be conducive to corruption and fraud*
  - ✓ complexity of certain procurement actions
  - ✓ combined use of Federal, State & Local regulations / guidelines

# Procurement Defined

The term “procurement” refers to the process of acquiring goods, works and services. The process spans the whole cycle from identification of needs through to the end of a services contract or the useful life of an asset



## Objectives

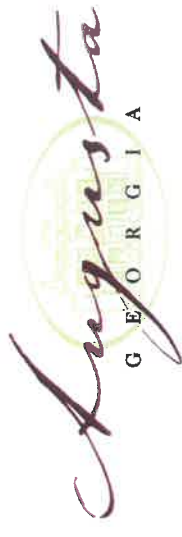
- ✓ What is Procurement's role and responsibility in the procuring of various goods and services?
- ✓ What are the tasks involved in procurement supervision of city procurements in various departments?
- ✓ How is procurement supervision conducted?
- ✓ How are contracts managed?



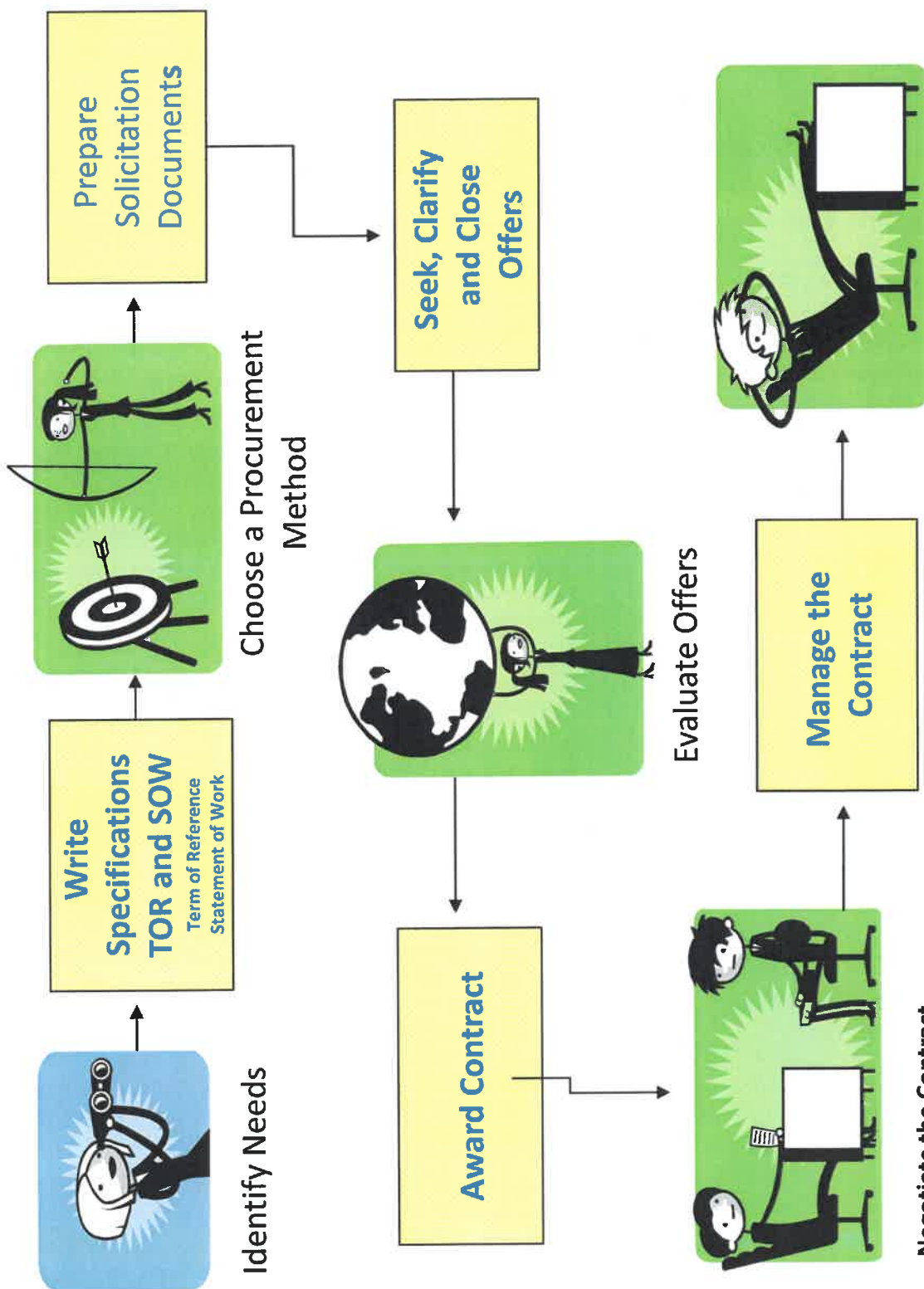


# BEST PRACTICES

- **Best Practices** are defined as techniques that business units may use to help detect and *avoid problems in the acquisition*, management, and administration of contracts. Best practices are **practical techniques** gained from practical experience that may be used **to improve the procurement process**



# Procurement Chain



Negotiate the Contract  
Department Recommendation –  
Commission Approves/Disapproves

Evaluate the Procurement



## Identify Needs

- The first step in the public procurement process is to identify requirements. All procurement requirements begin with the perception of a need. The need to cross a body of water could create a requirement to build a bridge, a ferry, or other transportation systems.
- At this stage it is necessary to clearly define the need, and this may be done by way of a study to determine the best mode to cross the body of water (given the present situation and forecasted future need), then the type of bridge to be constructed, or a comparative cost/benefit analysis to determine the best solution between a bridge and other alternatives.



## Choose a Procurement Method:

- **Article 6 Procurement Source Selection Methods and Contract Awards**
- **Sec. 1-10-48. Generally.**
- **Sec. 1-10-49. Purchase order.**
- **Sec. 1-10-50. Sealed bids selection method.**
- **Sec. 1-10-51. Request for proposals.**
- **Sec. 1-10-52. Sealed proposals.**
- **Sec. 1-10-53. Competitive selection procedures for professional and consultant services.**
- **Sec. 1-10-54. Informal bids selection methods (standard and small purchases) and authority of Administrator and General Counsel.**
- **Sec. 1-10-56. Sole source procurement.**
- **Sec. 1-10-57. Emergency procurement selection method.**
- **Sec. 1-10-58. Annual contracts**



## Choose a Procurement Method

After a determination of your method then.....

## Prepare Solicitation Document

Seek, Clarify



## Evaluate Offers

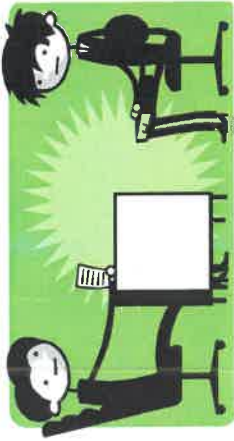
**Seek, Clarify and Close Offers Internally**



**User Department Recommends an Award Contract**

**Commission Approves/Disapproves**





## Negotiate the Contract

Seek, Clarify and Close Offers Internally



User Department Recommends an Award Contract



## Manage the Contract

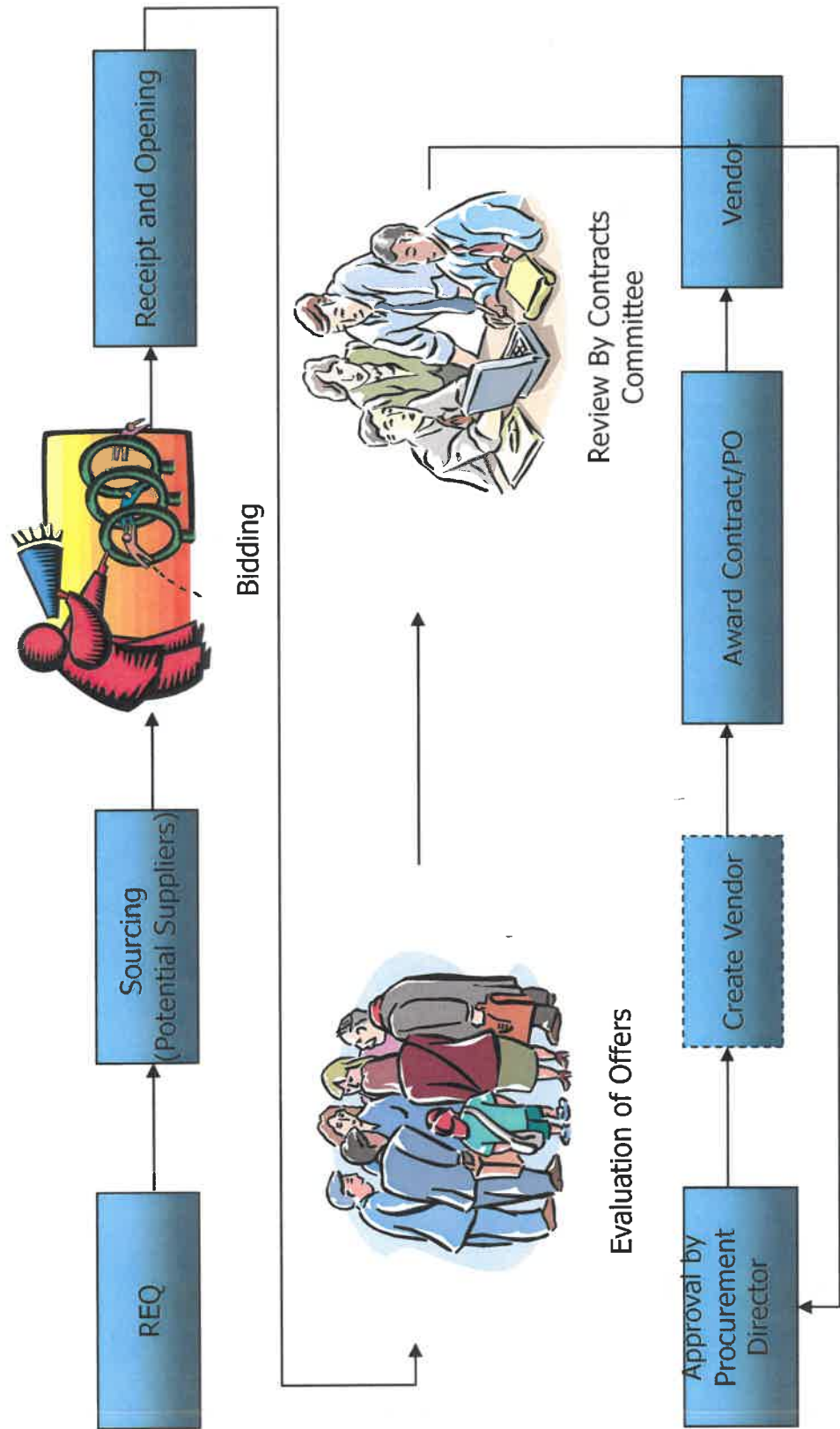
Seek, Clarify and Close Offers Procurement and Law Departments **shall** be included in making the “Final Offer”.

Contract is approved by Augusta – Task is Complete



# Procurement Chain

## Requisitions:



# Requisition Process Flow



## Requisition creation:

- In IFAS user department can create an approved requisition. Therefore, the documentation of the department manager's approval must take place outside of the user department. This documentation could take different forms depending on the circumstances – for example, the procurement plan attached to the project document or a signed copy of the purchase requisition.

## Budget check:

- In IFAS, commitment control is implemented in the PO level. Hence although a pre-encumbrance is created once the budget check is performed, the actual budget line will not be impacted. NOTE: Until as Purchase Order is printed.

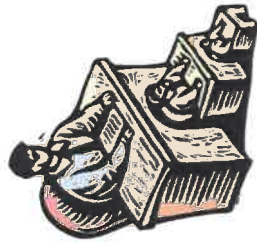
Acquisition Team (A-Team) receives duly approved and budget checked requisition through workflow and proceeds with the procurement activities.

# PO Process Flow



## PO creation:

- Once all procurement and contracting process are completed in accordance with Federal, State or Augusta, Georgia' regulations and rules the Procurement Director will then create a PO in IFAS.
- Enter Vendor's profile information for procurement of goods
- If the vendor does not already exist in the system, users would have to enter the vendor information and submit for approval before creating a PO



## PO approval:

- once the PO is completed, it would be routed for the budget owner's approval



## Budget check:

- once the PO is approved by the budget owner, Buyer would need to perform budget check to create encumbrance in the system before dispatching to vendor.



## Dispatch PO

# Payment Process Flow



## Receipt creation:

- Once the goods or services is received, the **Accounting Department** will then create a receipt in the system.

## -Asset Creation:

- Once the receipt is created back ground processes will then pick up any transaction which has an Asset Module (AM)profile and bring it over to the AM module.

## Voucher creation:

- Once an invoice is received, the finance users will then create a voucher to process the payment



## Budget check:

- In IFAS no additional approval is need for PO-vouchers.
- Users need to perform budget checks to liquidate the encumbrance and create an expense in the commitment control.

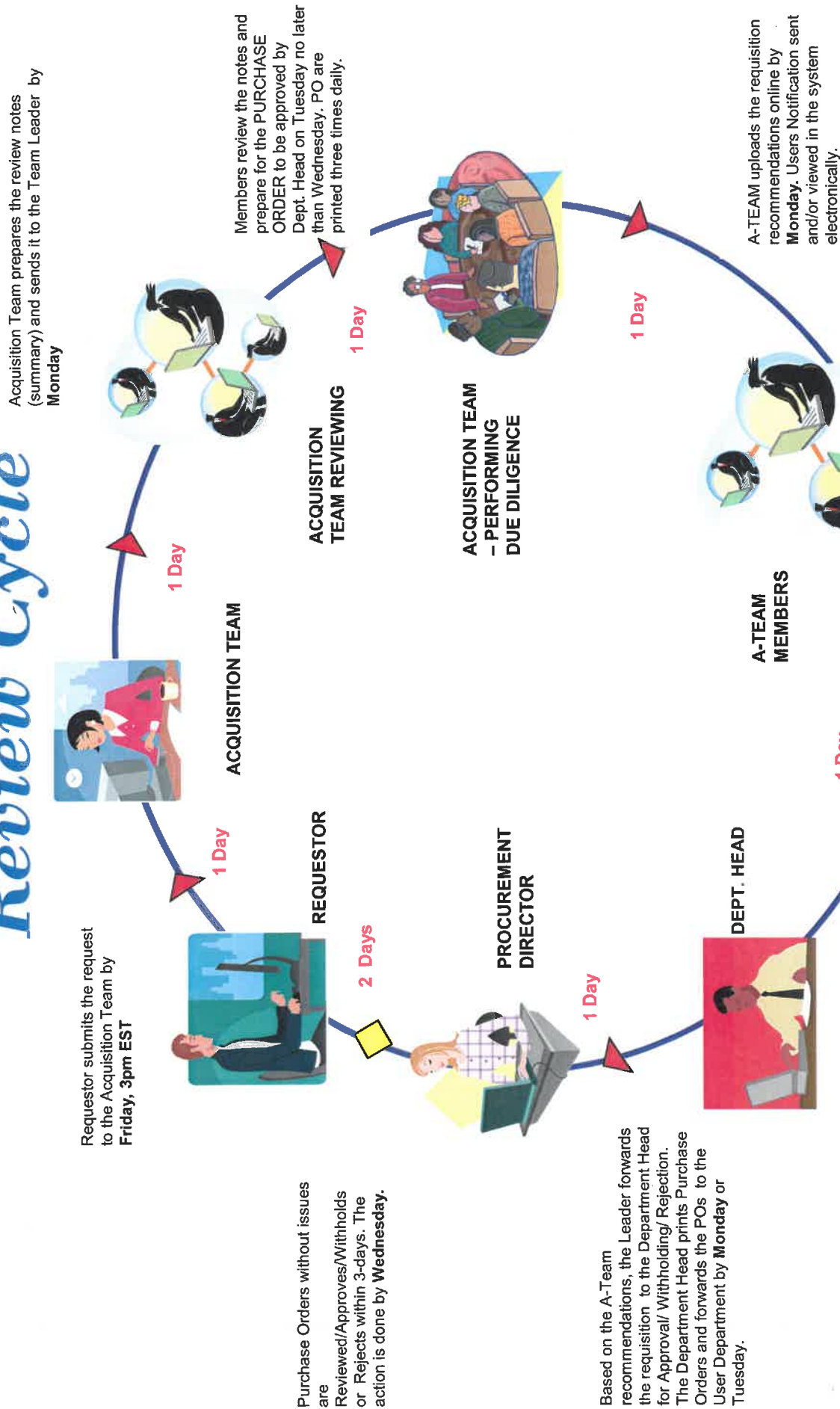
## Matching:

- The matching process is scheduled and performed automatically in the backend.
- The matching process validates information between PO, receipt and voucher.

**Payment**

17

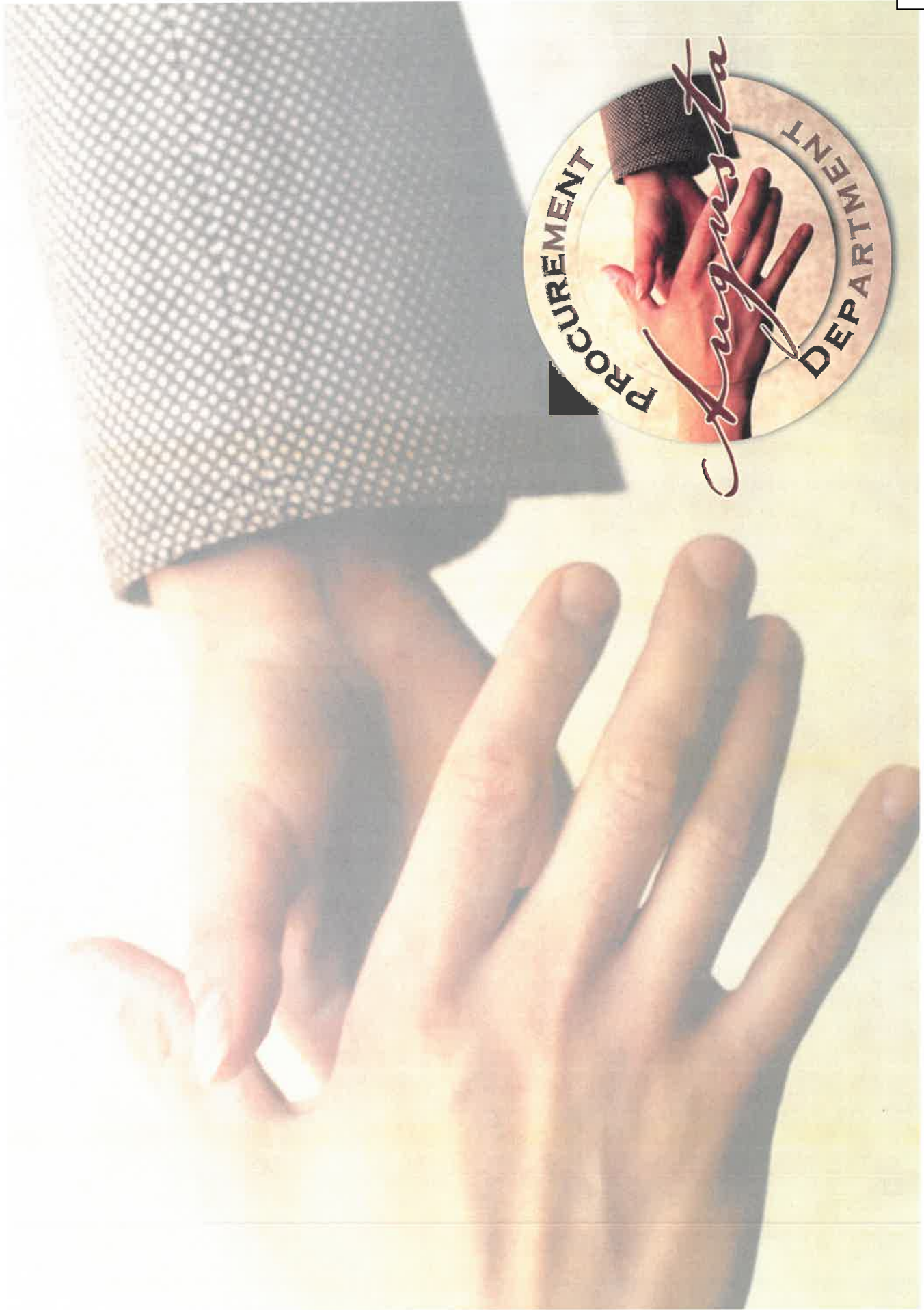
# Review Cycle



**Procurement Review Cycle = 3 Working Days**

\* Based on the assumption that the Requestor has provided all the relevant information to facilitate a purchase order. Note: Department's range for most Purchase Orders is 2-3 days.







Thank You

Augusta's Procurement Department

Questions

## **FYI: Process Regarding Request for Proposals**

### **Sec. 1-10-51. Request for proposals.**

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

### **Sec. 1-10-52. Sealed proposals.**

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for



obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
  - (4) The quality of performance on previous contracts;
  - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
  - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
  - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
  - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



## Commission Meeting

May 7, 2024

Vendor Award – RFP 24-901 Real Estate Brokerage Services for the Sale of Old Fire Station No. 7 for Augusta, GA Fire Department

|                                                       |                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Fire                                                                                                                                                                                                                                                                                                                                   |
| <b>Presenter:</b>                                     | Antonio Burden, Fire Chief/EMA Director                                                                                                                                                                                                                                                                                                |
| <b>Caption:</b>                                       | Motion to <b>approve</b> award of RFP 24-901 Real Estate Brokerage Services for the Sale of Old Fire Station No. 7 for Augusta, GA Fire Department to Jordan Trotter Commercial Real Estate and to authorize the mayor to execute appropriate documents. <b>(Approved by Public Safety Committee April 30, 2024)</b>                   |
| <b>Background:</b>                                    | The Augusta Fire Department, through the Augusta Procurement RFP process, requested proposals for real estate brokerage services to sell Old Fire Station NO 7 located at 2163 Central Avenue.                                                                                                                                         |
| <b>Analysis:</b>                                      | The Fire Department recommends the award of RFP 24-901 Real Estate Brokerage Services for the Sale of Old Fire Station No. 7 for Augusta, GA Fire Department to Jordan Trotter Commercial Real Estate. After careful review and scoring the proposals submitted, Jordan Trotter Commercial Real Estate was the most responsive bidder. |
| <b>Financial Impact:</b>                              | Commission rate if sale is accepted by Augusta is 3%.<br>Flat Fee due if an offer is rejected by Augusta is \$15,000                                                                                                                                                                                                                   |
| <b>Alternatives:</b>                                  | None at this time.                                                                                                                                                                                                                                                                                                                     |
| <b>Recommendation:</b>                                | To approve the Motion to approve award of RFP 24-901 Real Estate Brokerage Services for the Sale of Old Fire Station No. 7 for Augusta, GA Fire Department to Jordan Trotter Commercial Real Estate and to authorize the mayor to execute appropriate documents.                                                                       |
| <b>Funds are available in the following accounts:</b> | 274-03-4110 / 5211110                                                                                                                                                                                                                                                                                                                  |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                                                                                                                                                                                    |




## 24-901 Brokerage Services Fee Proposal

I have read and understand the requirements of this request for proposal RFP 24-901 Brokerage Services and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

### ADDENDA ACKNOWLEDGEMENT

My signature below confirms my receipt of all addenda issued for this proposal.

  
\_\_\_\_\_  
Signature

\*This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.

### Fee Proposal

- |                                                                                        |                     |
|----------------------------------------------------------------------------------------|---------------------|
| 1. Commission rate for brokerage service if a sale.<br>proposal is accepted by Augusta | % <u>3.00</u>       |
| 2. Flat fee due if Augusta rejects all sale proposals                                  | \$ <u>15,000.00</u> |
| 3. Typical listing agreement days:                                                     | <u>180</u>          |

SUBMITTED BY: Liam Welch

Phone # 706.736.1031

Signature

Email Address liam@jordantrotter.com

Jordan Trotter Commercial Real Estate

Name of Business

Liam Welch, Associate

Name and Title

3510 Wheeler Road

Address

Augusta, Georgia 30909

City/State/Zip Code

Fee Proposal is to be submitted in a separately sealed envelope



## 24-901 Brokerage Services Fee Proposal

I have read and understand the requirements of this request for proposal RFP 24-901 Brokerage Services and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

### ADDENDA ACKNOWLEDGEMENT

My signature below confirms my receipt of all addenda issued for this proposal.

  
Signature

\*This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.

### Fee Proposal

1. Commission rate for brokerage service if a sale.  
proposal is accepted by Augusta

% 2.5

2. Flat fee due if Augusta rejects all sale proposals

\$ 20,000.00

3. Typical listing agreement days:

180

SUBMITTED BY: SHERMAN & HEMSTREET

Phone # 706.722.8334

Signature

Email Address JWILSON@SHERMANANDHEMSTREET.COM

SHERMAN & HEMSTREET

Name of Business

COMMERCIAL SALES AGENT

Name and Title

4316 WASHINGTON RD

Address

EVANS, GA 30809

City/State/Zip Code

**Fee Proposal is to be submitted in a separately sealed envelope**





## 24-901 Brokerage Services Fee Proposal

I have read and understand the requirements of this request for proposal RFP 24-901 Brokerage Services and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

### ADDENDA ACKNOWLEDGEMENT


My signature below confirms my receipt of all addenda issued for this proposal.

  
Signature

\*This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.

### Fee Proposal

1. Commission rate for brokerage service if a sale.  
proposal is accepted by Augusta % 10
2. Flat fee due if Augusta rejects all sale proposals \$ 40,000.00
3. Typical listing agreement days: 365

SUBMITTED BY: Emily Masters Phone # 404-939-9502  
  
 Signature Email Address emily@dtspade.com  
Dudley Thomas Spade SRE, LLC  
 Name of Business  
Emily Masters, Director of Operations  
 Name and Title  
900 Circle 75 Parkway, Suite 1350 Atlanta, GA 30339  
 Address City/State/Zip Code

Fee Proposal is to be submitted in a separately sealed envelope



## 24-901 Brokerage Services Fee Proposal

I have read and understand the requirements of this request for proposal RFP 24-901 Brokerage Services and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

### ADDENDA ACKNOWLEDGEMENT

My signature below confirms my receipt of all addenda issued for this proposal.

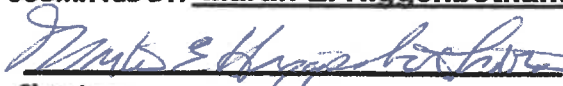
  
Signature

\*This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.

### Fee Proposal

- |                                                                                        |               |
|----------------------------------------------------------------------------------------|---------------|
| 1. Commission rate for brokerage service if a sale.<br>proposal is accepted by Augusta | % <u>0</u>    |
| 2. Flat fee due if Augusta rejects all sale proposals                                  | \$ <u>N/A</u> |
| 3. Typical listing agreement days:                                                     | <u>90</u>     |

SUBMITTED BY: Martin E. Higgenbotham Phone # (863) 644-6681

 Email Address Marty@Higgenbotham.com  
Signature

Higgenbotham Auctioneers International Limited, Inc.  
Name of Business

Martin E. Higgenbotham, President  
Name and Title

|                           |                           |
|---------------------------|---------------------------|
| <u>1629 Shepherd Road</u> | <u>Lakeland, FL 33811</u> |
| Address                   | City/State/Zip Code       |

Fee Proposal is to be submitted in a separately sealed envelope

## FEE PROPOSAL

For this disposition that is handled by sealed bid auction, Higgenbotham Auctioneers International Ltd., Inc. is proposing to work on a **Buyer's Premium ("BP")**, with the full BP being our commission for the sale. This is added to the High Bid Price to achieve the Total Contract Price. For example:

|                         |             |
|-------------------------|-------------|
| High Bid:               | \$1,000,000 |
| BP (10%):               | \$100,000   |
| Total Contract Price:   | \$1,100,000 |
| Real Estate Commission: | \$100,000   |
| Net to the City:        | \$1,000,00  |

As opposed to a traditional brokerage sale:

|                  |             |
|------------------|-------------|
| Purchase Price:  | \$1,000,000 |
| Commission (6%): | \$60,000    |
| Net to the City: | \$940,000   |

So, in this example, the City will net \$60,000 more with the Buyer's Premium approach than the traditional brokerage approach. That will save the City (and the taxpayers who support it) thousands of dollars! It's also why we listed our commission rate on the City's form at 0% and that was confirmed acceptable from the City by Mr. Darrell Whitewood.

There is a **common misperception** from sellers (and government agencies) that prospective bidders will adjust their bids based on paying a Buyer's Premium in addition to the High Bid Price. In theory, that might be true, but from our professional experience and empirical evidence, Buyers view the Buyer's Premium as a cost of doing business, much the same way as states and local jurisdictions levy sales taxes – they don't think about it, they just pay it because they want the property. That has proven itself in our experience thousands of times.

For this contract, we are proposing for the sale of the Old Fire Station #7 a **10% Buyer Premium**. As an example, if the property's high bid is \$628,230 (the County's appraised value), our Buyer Premium would be \$62,823 (10% of \$628,230), which is paid by the Buyers, and the Total Contract Price would be \$691,053.

In addition to the Buyer paying our compensation, **the Buyer, per our purchase and sale agreement, would also pay 100% of the closing costs** (title, escrow, etc.), rather than a 50/50 split between Buyer and Seller, saving the City **even more thousands of dollars**. All of this is far less than the City would pay under a traditional brokerage arrangement.

As to compensating co-operating buyer brokers, we would compensate a properly-registered broker who has registered their buyer with our firm, if their client has the winning bid, we will compensate the buyer broker with 20% of our net Buyer Premium.

But as in all real estate commissions, the commissions are **negotiable** and will be finalized upon award of contract.



## Public Safety Committee

Meeting Date: April 30, 2024

Vendor Award – RFP 24-128 Air Light Vehicle for Augusta, GA Fire Department

|                                                       |                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Fire                                                                                                                                                                                                                                                                                                                   |
| <b>Presenter:</b>                                     | Antonio Burden, Fire Chief/EMA Director                                                                                                                                                                                                                                                                                |
| <b>Caption:</b>                                       | Motion to approve award of RFP 24-128 Air Light Vehicle for Augusta, GA Fire Department to Ten-8 Fire & Safety, LLC and to authorize the mayor to execute appropriate documents.                                                                                                                                       |
| <b>Background:</b>                                    | The Augusta Fire Department, through the Augusta Procurement RFP process, requested proposals for a custom designed air light vehicle. This vehicle plays an integral role in the safety and wellbeing of firefighters during emergency incidents by providing auxiliary oxygen and adequate lighting, when necessary. |
| <b>Analysis:</b>                                      | The Fire Department recommends the award of RFP 24-128 Air Light Vehicle for Augusta, GA Fire Department to Ten-8 Fire & Safety, LLC. After careful review and scoring the proposals submitted, Ten-8 Fire & Safety, LLC was the most responsive bidder.                                                               |
| <b>Financial Impact:</b>                              | \$568,500                                                                                                                                                                                                                                                                                                              |
| <b>Alternatives:</b>                                  | None at this time.                                                                                                                                                                                                                                                                                                     |
| <b>Recommendation:</b>                                | To approve the Motion to approve award of RFP 24-128 Air Light Vehicle for Augusta, GA Fire Department to Ten-8 Fire & Safety, LLC and to authorize the mayor to execute appropriate documents.                                                                                                                        |
| <b>Funds are available in the following accounts:</b> | Funding is available in the Fire Department 2024 budget 274034110-5422320                                                                                                                                                                                                                                              |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                                                                                                                                                                    |

## Fee Proposal

The above firm proposes to undertake the referenced project as shown in this Request for Proposal and all exhibits at the following quoted lump sum prices to include delivery and setup cost.

Each proposal shall be accompanied by a set of manufacturer's set of specifications consisting of a detailed description of the apparatus, construction methods, and equipment proposed to which the apparatus furnished under contract shall conform. These specifications shall indicate size, type, model and make of all component's parts and equipment, providing proof of compliance with each and every item in the department's advertised specifications.

### Total Lump Sum Price:

\$ 568,500.00 Dollars \$ 568,500.00 )

12 months

### (Estimated Delivery Date)

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign for the Offeror.

### BID SUBMITTED BY:

NAME: Jeff Amlong

COMPANY: TEN-8 Fire & Safety

ADDRESS: 1591 Collier RD.

CITY/STATE: Forsyth, GA 31029

TELEPHONE: 352-494-9945

FAX: N/A EMAIL: Jamlong@TEN8Fire.com

SIGNATURE: 

**Fee Proposal shall be submitted in a separate sealed envelope**  
**with the following information on the outside of it:**  
**RFP 24-128 – Air Light Vehicle - Fee Proposal**



**Equipment Proposal**

Proposal # FPG01

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: **January 15, 2024** ("Proposal Date") Customer: **Augusta Fire Dept.** ("Customer")

Customer Address: **Augusta, GA**

| Qty                                                                                                      | Product Description & Options                    | Price                      |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------|
| 1                                                                                                        | Air / Light unit per attached FPG specifications | \$568,500.00               |
| **Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer. |                                                  | <b>Total: \$568,500.00</b> |

**Delivery Timing:** The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **12** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

**Other:** \_\_\_\_\_

Unless accepted within **90** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

**INTENDING TO CREATE A BINDING AGREEMENT,** Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: **Augusta Fire Dept.**

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

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

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Ten-8 Fire & Safety, LLC

By: 

Title: **Authorized Sales Representative**

Print: **Jeff Amlong**

Date: **01/15/2024**



**EXHIBIT B**  
**WARRANTY**

## PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

### 1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



RFP Opening: RFP Item #24-128 Air Light Vehicle  
for Augusta, GA – Augusta Fire Department  
Evaluation Date: Thursday, February 1, 2024 @ 2:00 p.m. via ZOOM

Item 30.

|                                                                                                                                                                                                                                                                                                                                                                                                                       |         |           |                                                                              |                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Vendors                                                                                                                                                                                                                                                                                                                                                                                                               |         |           | Ten-8 Fire & Safety, LLC.<br>2904 59th Avenue Drive E<br>Bradenton, FL 34203 | Ten-8 Fire & Safety, LLC.<br>2904 59th Avenue Drive E<br>Bradenton, FL 34203 |
| Phase 1                                                                                                                                                                                                                                                                                                                                                                                                               |         |           | Ranking of 0-5 (Enter a number)                                              |                                                                              |
| Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                   | Ranking | Points    | Scale 0 (Low) to 5 (High)                                                    | Weighted Scores                                                              |
| 1. Completeness of Response<br>• Package submitted by the deadline<br>• Package is complete (includes requested information as required per this solicitation)<br>• Attachment B is complete, signed and notarized                                                                                                                                                                                                    | N/A     | Pass/Fail | PASS                                                                         | PASS                                                                         |
| 2. Qualifications & Experience                                                                                                                                                                                                                                                                                                                                                                                        | (0-5)   | 15        | 5.0                                                                          | 75.0                                                                         |
| 3. Organization & Approach                                                                                                                                                                                                                                                                                                                                                                                            | (0-5)   | 10        | 4.5                                                                          | 45.0                                                                         |
| 4. Scope of Services (30 points) - Provide details on your approach to the Scope of Services (Section II) to include your organizations experience and ability to provide the following item:<br>a)Warranty Information.<br>b)Components of the Air Light Vehicle.<br>c)Specifications of the Air Light Vehicle.<br>d)Engineering & Design of the Air Light Vehicle.<br>e)Service & Support of the Air Light Vehicle. | (0-5)   | 30        | 4.0                                                                          | 120.0                                                                        |
| 5. Financial Stability                                                                                                                                                                                                                                                                                                                                                                                                | (0-5)   | 5         | 4.5                                                                          | 22.5                                                                         |
| 6. References                                                                                                                                                                                                                                                                                                                                                                                                         | (0-5)   | 5         | 5.0                                                                          | 25.0                                                                         |
| 7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)                                                                                                                                                                                                                                                                                        |         |           |                                                                              |                                                                              |
| Within Richmond County                                                                                                                                                                                                                                                                                                                                                                                                | 5       | 10        |                                                                              | 0.0                                                                          |
| Within CSRA                                                                                                                                                                                                                                                                                                                                                                                                           | 5       | 6         |                                                                              | 0.0                                                                          |
| Within Georgia                                                                                                                                                                                                                                                                                                                                                                                                        | 5       | 4         |                                                                              | 0.0                                                                          |
| Within SE United States (includes AL, TN, NC, SC, FL)                                                                                                                                                                                                                                                                                                                                                                 | 5       | 2         | 5.0                                                                          | 10.0                                                                         |
| • All Others                                                                                                                                                                                                                                                                                                                                                                                                          | 5       | 1         |                                                                              | 0.0                                                                          |
| Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)                                                                                                                                                                                                                                                                                                                                      |         |           | 28.0                                                                         | 297.5                                                                        |
| Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)                                                                                                                                                                                                                                                                                             |         |           |                                                                              |                                                                              |
| 8. Presentation by Team                                                                                                                                                                                                                                                                                                                                                                                               | (0-5)   | 10        |                                                                              | 0.0                                                                          |
| 9. Q&A Response to Panel Questions                                                                                                                                                                                                                                                                                                                                                                                    | (0-5)   | 5         |                                                                              | 0.0                                                                          |
| 10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)                                                                                                                                                                                                                                     |         |           | Cost/Fee Proposal Consideration                                              |                                                                              |
| Lowest Fees                                                                                                                                                                                                                                                                                                                                                                                                           | 5       | 10        |                                                                              | 0.0                                                                          |
| Second                                                                                                                                                                                                                                                                                                                                                                                                                | 5       | 6         |                                                                              | 0.0                                                                          |
| Third                                                                                                                                                                                                                                                                                                                                                                                                                 | 5       | 4         |                                                                              | 0.0                                                                          |
| Forth                                                                                                                                                                                                                                                                                                                                                                                                                 | 5       | 2         |                                                                              | 0.0                                                                          |
| Fifth                                                                                                                                                                                                                                                                                                                                                                                                                 | 5       | 1         |                                                                              | 0.0                                                                          |
| Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)                                                                                                                                                                                                                                                                                                                                      |         |           | 0.0                                                                          | 0.0                                                                          |
| Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for                                                                                                                                                                                                                                                                                                    |         |           |                                                                              |                                                                              |
| Total Cumulative Score<br>(Maximum point is 500)                                                                                                                                                                                                                                                                                                                                                                      |         |           | 28.0                                                                         | 297.5                                                                        |
| Internal Use Only                                                                                                                                                                                                                                                                                                                                                                                                     |         |           |                                                                              |                                                                              |
| Evaluator: Cumulative Date: 2/1/24                                                                                                                                                                                                                                                                                                                                                                                    |         |           |                                                                              |                                                                              |
| Procurement Department Representative: _____ Nancy Williams _____                                                                                                                                                                                                                                                                                                                                                     |         |           |                                                                              |                                                                              |
| Procurement Department Completion Date: 2/1/24                                                                                                                                                                                                                                                                                                                                                                        |         |           |                                                                              |                                                                              |



## Public Safety Committee

Meeting Date: April 30, 2024

### BTR for Public Ground Ambulance Upper Limit Supplemental Payment Adjustment

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Fire                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Presenter:</b>                                     | Antonio Burden, Fire Chief/EMA Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Caption:</b>                                       | Motion to approve a BTR for revenue of \$19,542.92 received from The Department of Community Health to the Fire Department's medical supply account.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Background:</b>                                    | The Augusta Fire Department received a supplement payment adjustment of \$19,542.92 for Public Ground Ambulance service from The Department of Community Health for claim period 1/1/2022 – 12/30/2022. We would like to transfer these funds from the revenue account to our operational account to offset the cost of medical supplies and equipment maintenance for the remainder of 2024.                                                                                                                                                                                                                                                                                    |
| <b>Analysis:</b>                                      | The Department of Community Health (DCH) received approval from the Centers for Medicare & Medicaid Services (CMS) to provide a supplemental payment adjustment to government-owned (hospital affiliated or free-standing) ground ambulance providers in Georgia. Effective with dates of service beginning on January 1, 2020, and thereafter. The Fee-for-Service (FFS) Ground Ambulance Upper Payment Limit (UPL) Program compensates eligible ambulance providers for ambulance services provided to Medicaid FFS members. The UPL is based on commercial rate information through the calculation of an average commercial rate (ACR) for each applicable ambulance service |
| <b>Financial Impact:</b>                              | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Alternatives:</b>                                  | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Recommendation:</b>                                | To approve the motion to approve a BTR for revenue of \$19,542.92 received from The Department of Community Health to the Fire Department's medical supply account.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Funds are available in the following accounts:</b> | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

**Fire Department/Emergency Management Agency****Antonio Burden, Fire Chief/EMA Director**

January 26, 2024

Ms. Takiyah Douse, Interim Administrator

Ref: Notice of Intent – Public Ground Ambulance Upper Payment Limit for Claim Period  
1/1/22 – 12/30/22

Dear Ms. Douse:

The Department of Community Health (DCH) received approval from the Centers for Medicare & Medicaid Services (CMS) to provide a supplemental payment adjustment to government-owned (hospital affiliated or free-standing) ground ambulance providers in Georgia. Effective with dates of service beginning on January 1, 2020, and thereafter. The Fee-for-Service (FFS) Ground Ambulance Upper Payment Limit (UPL) Program compensates eligible ambulance providers for ambulance services provided to Medicaid FFS members. The UPL is based on commercial rate information through the calculation of an average commercial rate (ACR) for each applicable ambulance service.

Medicaid payments are financed by the federal government and the state. On an annual basis, the federal government determines the level of federal support for the Medicaid program, which is calculated through a percentage known as the Federal Medical Assistance Percentage (FMAP). The state share is equal to the total Medicaid payment, minus the federal share. The federal fiscal year 2023 FMAP for the state of Georgia is 66.02%. For example, if a Medicaid payment is \$100, the federal share is \$66.02 and the state share is \$33.98. The State does not keep the IGT supplied by the government owned ambulance provider. Under an IGT financing structure, the government-owned provider is financing the state share of the Medicaid payment by transmitting the state share of the payment to the Medicaid agency.

The Augusta Fire Department received a Notice of Intent to Transfer form for the Public Ground Ambulance UPL for amount of \$29,659.92. The data used to calculate the final supplemental UPL payment comprises all Medicare and Medicaid services provided by Augusta Fire Department ambulances billed through our billing company EMS/MC for the period of January 1, 2020, through December 30, 2022. When the Public Ambulance Upper Payment Limit (UPL) Program was established, the State Legislature did not put any money in the budget to account for the State Share portion of the calculation. Therefore, the providers are required to send to the State (DCH), the state share of the payment which is returned to the provider after the payment is made. Our state share is \$10,117 which is due by February 6, 2024, via EFT or ACH. The final payment of \$19,542.92 (Federal Share) and reimbursement of \$10,117 (State Share) will be remitted by February 29, 2024.

**Augusta Fire Department/Emergency Management Agency**  
3117 Deans Bridge Road, Augusta GA 30906  
(706) 821-2909 – Phone (706) 821-2907-Fax  
WWW.AUGUSTAGA.GOV

There is no obligation or penalty to refuse these funds however, it is my recommendation that we accept and apply this funding to the Fire Department budget as additional revenue to offset medical supply expenditures for the remainder of 2024. If you would like to accept the UPL funding for claim period January 1, 2022, through December 30, 2022, a link to the Notice of Intent can be emailed to Finance for processing.

If you have questions or concerns, do not hesitate to contact me at 706-821-1640. Your attention to this matter is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Antonio Burden', with a stylized flourish at the end.

Antonio Burden  
Fire Chief/EMA Director

Cc: Donna Williams, Finance Director


**GEORGIA DEPARTMENT  
OF COMMUNITY HEALTH**
**Brian P. Kemp, Governor**
**Russel Carlson, Commissioner**

2 Martin Luther King Jr. Drive SE, East Tower | Atlanta, GA 30334 | 404-656-4507 | www.dch.georgia.gov

Date: January 18, 2024  
 To: Chief Executive Officer/Chief Financial Officer  
 From: Kim S. Morris, Director of Reimbursement  
 Division of Financial Management  
 Subject: State Fiscal Year 2024 FINAL Upper Payment Limit (UPL) Ground Ambulance Payments (Claim Period Covered: January 1, 2022 – December 30, 2022)  
 003221103A AUGUSTA RICHMOND COUNTY GOVERNMENT

**BY ELECTRONIC MAIL**

The Department of Community Health “the Department” has received approval from the Centers for Medicare and Medicaid Services (CMS) for the SFY 2024 Ground Ambulance Payments UPL calculation. On March 23, 2023, the Department paid an interim supplemental payment to eligible ambulance providers. The Department will pay the final payment (net of first interim payment) by February 29, 2024. Information regarding the schedule of events, notice of intent, UPL payment calculation and intergovernmental transfer amounts are attached.

For AUGUSTA RICHMOND COUNTY GOVERNMENT, the UPL payment of \$60,676.98 was calculated using the tables below.

| HCPCS Code Description | Final Medicaid Units | Final Average Commercial Rate (ACR) | Final Upper Payment Limit (UPL) | Final Medicaid Payments | Final Third-Party Payments | Final Total Medicaid Payments | Final Supplemental Payment |
|------------------------|----------------------|-------------------------------------|---------------------------------|-------------------------|----------------------------|-------------------------------|----------------------------|
| A0425                  | 61                   | \$ 12.90                            | \$ 787.14                       | \$ 300.12               | \$ 0.00                    | \$ 300.12                     | \$ 487.02                  |
| A0426                  | 0                    | \$ 0.00                             | \$ 0.00                         | \$ 0.00                 | \$ 0.00                    | \$ 0.00                       | \$ 0.00                    |
| A0427                  | 30                   | \$ 739.19                           | \$22,175.58                     | \$9,747.90              | \$ 0.00                    | \$9,747.90                    | \$12,427.68                |
| A0428                  | 0                    | \$ 0.00                             | \$ 0.00                         | \$ 0.00                 | \$ 0.00                    | \$ 0.00                       | \$ 0.00                    |
| A0429                  | 82                   | \$ 459.93                           | \$37,714.26                     | \$20,969.04             | \$ 0.00                    | \$20,969.04                   | \$16,745.22                |
| A0433                  | 0                    | \$ 0.00                             | \$ 0.00                         | \$ 0.00                 | \$ 0.00                    | \$ 0.00                       | \$ 0.00                    |
| A0434                  | 0                    | \$ 0.00                             | \$ 0.00                         | \$ 0.00                 | \$ 0.00                    | \$ 0.00                       | \$ 0.00                    |
| <b>Total</b>           | <b>173</b>           | <b>\$1,212.02</b>                   | <b>\$60,676.98</b>              | <b>\$31,017.06</b>      | <b>\$ 0.00</b>             | <b>\$31,017.06</b>            | <b>\$29,659.92</b>         |

|                                           |                    |
|-------------------------------------------|--------------------|
| Interim Payment Paid March 23, 2023       | \$ 0.00            |
| <b>Balance of Payment Due To Provider</b> | <b>\$29,659.92</b> |

\$19,542.92 Federal Share  
 \$10,117.00 State Share (IGT) – **Provider Payment To DCH**  
\$29,659.92 Final Supplemental UPL Payment

Healthcare Facility Regulation | Medical Assistance Plans | State Health Benefit Plan | Health Planning

Equal Opportunity Employer





The intergovernmental transfer (IGT) must be received by noon on February 15, 2024, to ensure providers receive their payment by February 29, 2024. If an IGT is not received by the deadline, the provider's supplemental UPL payment will be delayed.

To assure that the timely receipt of intergovernmental transfers (IGT) can be confirmed, a Notice of Intent to Transfer Form must be submitted by Wednesday, February 6, 2024, to document the expected method of transfer. The Department has implemented use of DocuSign, an electronic signature program, for the completion and submission of the completed Notice of Intent to Transfer Form. Use this link ([click here](#)) to access the Notice of Intent to Transfer Form. The Notice of Intent to Transfer Form should only be completed by an authorized provider representative.

The February 29, 2024, payment will be issued by ACH to the bank account listed in the Georgia Medicaid Management Information System (GAMMIS) for your facility.

Typically, there is a 3 or 4-day delay between when ACH transactions are initiated and when the funds are deposited into a provider's bank account.

**Please be aware that the Centers of Medicare and Medicaid Services (CMS) reserves the right to adjust the UPL calculation either positively or negatively.**

If you have any questions, please contact Angelica Clark Hester, Senior Manager at [aclark@dch.ga.gov](mailto:aclark@dch.ga.gov).



## Instructions for Ground Ambulance UPL Intergovernmental Transfers

**Please note that separate instructions are provided for payments made by wire transfers or by ACH transfers.**

- Intergovernmental transfer for Ground Ambulance UPL payment is **due by 12 p.m. on Thursday, February 15, 2024. NO EXCEPTIONS**
- Intergovernmental Transfers can be accepted only from hospital authorities or other governmental entities. Transfers cannot be accepted from participating providers.
- **Payments can only be made by wire transfer or ACH transfer; no checks will be accepted.**
- Payment made by wire transfer should be sent to:

Bank Routing Number: **021000021**  
SWIFT CODE: CHASUS33

General Bank Ref Address: JPM Chase  
383 Madison Avenue  
New York, NY 10017

Account Number: **20000011129927**  
Account Name: Intergovernmental Transfers

**Please include as “attached information” the name of the Ground Ambulance provider affiliated with the hospital authority or governmental entity.**

- Payment made by ACH transfer should be sent to:

Bank Routing Number: **028000024**  
Account Number: **20000011129927**  
Account Name: Intergovernmental Transfers

**Please include as “attached information” the name of the Ground Ambulance provider affiliated with the hospital authority or governmental entity.**

Questions regarding transfer procedures should be directed to Ms. Rochella Chimedza, Revenue Manager by e-mail at [rochella.chimedza@dch.ga.gov](mailto:rochella.chimedza@dch.ga.gov) or by telephone at (470) 540-3949.



## Public Safety Committee

Meeting Date: April 30, 2024

Richmond County Juvenile Court 2024 BOOST Grant

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|                                                       |                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Juvenile Court                                                                                                                                                                                                                                                                                         |
| <b>Presenter:</b>                                     | Nolan Martin, Superior Court Administrator                                                                                                                                                                                                                                                             |
| <b>Caption:</b>                                       | Motion to approve the acceptance of a \$48,195 BOOST Grant from the Georgia Department of Education.                                                                                                                                                                                                   |
| <b>Background:</b>                                    | The Richmond County Juvenile Court's Thrive Program was awarded a \$48,195 grant to strategically focus on reducing learning loss and building opportunities out of school time for youth who reside in economically disadvantaged communities with higher concentrations of black and brown students. |
| <b>Analysis:</b>                                      | N/A                                                                                                                                                                                                                                                                                                    |
| <b>Financial Impact:</b>                              | N/A                                                                                                                                                                                                                                                                                                    |
| <b>Alternatives:</b>                                  | N/A                                                                                                                                                                                                                                                                                                    |
| <b>Recommendation:</b>                                | N/A                                                                                                                                                                                                                                                                                                    |
| <b>Funds are available in the following accounts:</b> | 220022650                                                                                                                                                                                                                                                                                              |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                                                                                                                                                    |

GRANT AWARD NOTIFICATION

| <b>1 RECIPIENT NAME</b><br><br>Augusta Richmond County Juvenile Court<br>Hardie Davis<br>Mayor<br><a href="mailto:mayordavis@augustaga.gov">mayordavis@augustaga.gov</a><br>706-821-1831                                                                                                                                                                                                                                                                                                                                             | <b>2 AWARD INFORMATION</b><br><br><u>PR/AWARD NUMBER</u> S425U210012<br><u>ACTION TYPE</u> New<br><u>AWARD TYPE</u> Discretionary                                                                                                                      |                  |              |              |           |              |        |            |      |      |         |       |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------|--------------|-----------|--------------|--------|------------|------|------|---------|-------|-----------|
| <b>3 PROJECT STAFF</b><br><br><u>RECIPIENT CONTACT</u><br>DaCara Brown 706-821-4261 dbrown@augustaga.gov<br><br><u>GaDOE PROGRAM CONTACT</u><br>Matt Cardoza 404-232-1320 mcardoza@doe.k12.ga.us<br><br><u>GaDOE GRANTS ACCOUNTING CONTACT</u><br>Whitney Metzger 404-491-4721 whitney.metzger@doe.k12.ga.us                                                                                                                                                                                                                         | <b>4 PROJECT DESCRIPTION</b><br><br>84.425U<br>Elementary and Secondary School<br>Emergency Relief Fund – American<br>Rescue Plan (ARP Act)-<br>BOOST Grants Community Grants<br><br>Year 3<br>After School Award: \$ 53,550<br>Summer Award: \$48,195 |                  |              |              |           |              |        |            |      |      |         |       |           |
| <b>5 AWARD PERIOD</b><br><br><u>BUDGET PERIOD</u> 03/24/2021 - 09/30/2023<br><u>FEDERAL FUNDING PERIOD</u> 03/24/2021 - 09/30/2023                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                        |                  |              |              |           |              |        |            |      |      |         |       |           |
| <b>6 AUTHORIZED FUNDING</b><br><br>FEDERAL GRANT-Elementary and Secondary AWARD AMOUNT: \$101,745<br>Emergency Relief Fund-American Rescue Plan                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                        |                  |              |              |           |              |        |            |      |      |         |       |           |
| <b>7 ADMINISTRATIVE INFORMATION</b><br><br><u>UEI</u> ZH93N1J4TBE8<br><u>REGULATIONS</u> EDGAR AS APPLICABLE<br>2 CFR AS APPLICABLE<br>ATTACHMENTS 3, 9, 11, 12, 13, 14, ARPESSER-T, TE3, TE4, TE5                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                        |                  |              |              |           |              |        |            |      |      |         |       |           |
| <b>8 LEGISLATIVE AND FISCAL DATA</b><br><u>AUTHORITY:</u> PL PUBLIC LAW 117-2 N/A AMERICAN RESCUE PLAN ACT OF 2021<br><u>PROGRAM TITLE:</u> EDUCATION STABILIZATION FUND<br><u>CFDA/SUBPROGRAM NO:</u> 84.425U<br><br><table border="1"> <thead> <tr> <th>LUA PROGRAM CODE</th> <th>FUNDING YEAR</th> <th>AWARD YEAR</th> <th>CFDA</th> <th>OBJECT CLASS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>11538-4190</td> <td>2022</td> <td>2022</td> <td>84.425U</td> <td>4101A</td> <td>\$101,745</td> </tr> </tbody> </table> |                                                                                                                                                                                                                                                        | LUA PROGRAM CODE | FUNDING YEAR | AWARD YEAR   | CFDA      | OBJECT CLASS | AMOUNT | 11538-4190 | 2022 | 2022 | 84.425U | 4101A | \$101,745 |
| LUA PROGRAM CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | FUNDING YEAR                                                                                                                                                                                                                                           | AWARD YEAR       | CFDA         | OBJECT CLASS | AMOUNT    |              |        |            |      |      |         |       |           |
| 11538-4190                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2022                                                                                                                                                                                                                                                   | 2022             | 84.425U      | 4101A        | \$101,745 |              |        |            |      |      |         |       |           |

GRANT AWARD NOTIFICATION

9 **PR/AWARD NUMBER:** S425U210012  
**RECIPIENT NAME** Augusta Richmond County Juvenile Court

- The purpose of this grant is to provide community-based organizations that operate comprehensive out-of-school time (OST) programming year-round, over the summer months, or after school during the academic year funding to implement evidence-based afterschool and summer enrichment programming that support students in learning skills and concepts and provide whole child supports, thus removing non-academic barriers to learning for students most impacted by the COVID-19 pandemic.

In addition to adhering to signed assurances during the application period, the subgrantee agrees to the terms and conditions:

- The Office of Management and Budget requires all federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in block 2 is the FAIN for this award.
- Completion reports are due 30 days after the end of the grant period on September 30, 2023. Funds are available through September 30, 2024 under the Tydings Amendment Section 421 (b) of the General Education Provisions Act, 20 USC 1225 (B), any funds that are not obligated at the end of the Federal funding period specified in #5 shall remain available for obligation for an additional period of 12 months, per the Notice Announcing Availability of Funds and Deadline for the Elementary and Secondary School Emergency Relief Fund (ESSER Fund); American Rescue Plan (ARP Act) in the Federal Register. Subgrantees will adhere to outlined schedules included in the application or any amended schedules issued in the BOOST implementation Frequently Asked Questions document for Year 1, Year 2, and Year 3.
- Subgrantees must establish internal control policies and procedures to procure, record and maintain custody of equipment and real property purchased with ESSER funds. The policies and procedures must include how the subgrantees will account for and maintain control of equipment and real property used for recipients awarded with the statewide grant funds.
- Subgrantees shall prior to commencing work, but no longer than 60 days after the grant award notice, furnish to the GaDOE a fidelity bond in favor of the GaDOE in the amount equal to at least 25% of the grant award and a general liability insurance policy of no less than \$1,000,000 per occurrence and showing the GaDOE as an additional insured for and as certificate holder. If a fiscal agent is awarded more than one subgrant, they must increase the general liability policy by \$250,000 for each additional subgrant awarded with a cap of \$2,000,000 per fiscal agent.
- Subgrantees must have required policies in place to comply with BOOST program guidelines within the first 30 days of receiving the award. Summer programs must have policies in place no later than May 30, 2022. Policies must include those related to hiring staff, including job descriptions with qualifications and salary range, child safety, including evacuation training, parental notification, transportation safety, and national criminal background checks, including how negative information will be handled and the process used to ensure that each employee, contractor, volunteer, etc., will have a national criminal background check once every 365 days. The Subgrantee must ensure that the policies have been shared with parents and staff.
- Subgrantees have the responsibility of implementing BOOST programs in accordance with the subgrantee's approved application and applicable federal and state regulations. In addition, the program guidance (non-regulatory guidance), fiduciary guidance (2 CFR Part 200), Education Department General Administrative Regulations [EDGAR], and General Education Provision Act [GEPA] are available on the US ED Web site at [www.ed.gov](http://www.ed.gov).
- Subgrantees must maintain adequate internal controls in the procurement process for goods and service utilizing BOOST grant funds in accordance with Georgia's Financial Management for Georgia LUAS Manual. A copy of the manual is available on the Georgia Department of Education's (Department) Website at <https://www.gadoe.org/Finance-and-Business-Operations/Financial-Review/Pages/default.aspx>. For further information regarding adequate internal controls in the procurement process for goods and services utilizing BOOST grant funds, the subgrantee may also reference the Georgia Department of Education's [Federal Programs Handbook](#).
- This grant award is made subject to the provisions of all applicable acts and regulations. This grant is subject to the provisions of the Elementary & Secondary Emergency Relief as outlined in the American Rescue Plan Act, the General Education Provisions Act (GEPA) and the Education Department General Administrative Regulations (EDGAR), 34 C.F.R. Parts 76, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 C.F.R. Part 200.
- Subgrantees must conduct and reconcile physical inventories of equipment purchased with ESSER funds at all applicable locations operated by the organization.
- Subgrantees must ensure that appropriate documentation is maintained for auditing and monitoring purposes.
- Subgrantees must permit the Georgia Department of Education (Department) and auditors to have access to the subgrantees' records and financial statements as necessary for the Department to meet the requirements of 2 C.F.R. Part 200.331.
- In accordance with 2 C.F.R. Part 200.415(a), subgrantees are required to assure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-federal entity, which reads as follows: I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or

GRANT AWARD NOTIFICATION

administrative penalties for fraud, false statements, false claims or otherwise.

(U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- Subgrantees are authorized, in carrying out this grant, to utilize the higher threshold set for micro-purchase and simplified acquisition thresholds for federal assistance under this grant or under a contract you award under this grant established by recent statutory changes. These statutory changes raise the threshold for micro-purchases under Federal financial assistance awards to \$10,000 and raise the threshold for simplified acquisitions to \$250,000 for recipients. These higher thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR) at 48 CFR Subpart 2.1 (Definitions), which has not yet occurred. See 2 CFR 200.67 and 200.88. Please refer to Office of Management and Budget's Memorandum 18-18 regarding the statutory changes. If you have any questions about these regulations, please contact the program officer identified in Block 3 of this GAN.
- The subgrantee must also comply with 2 CFR 200.512 (Single Audit Requirements), 2 CFR 175 (Trafficking in Persons), The Federal Funding Accountability and Transparency Act, Division H Title V, Section 505 of Public Law 115-141, Consolidated Appropriations Act, 2019 (Disclosing Federal Funding in Public Announcements), Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving), 2 CFR 25.110 & 2 CFR part 25, subpart C (System for Award Management and Universal Identifier), the Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings and ESEA Section 8546 (Prohibition on Aiding and Abetting Sexual Abuse).
- All attachments included with this document are files related to the specific Elementary and Secondary School Relief funds received by the Georgia Department of Education from the United States Department of Education. Attachments are included for applicable information for the funding received and the role of the primary grantee. If there are any questions about these attachments, please contact the program officer identified in Block 3 of this GAN.

*John Wight*

John Wight, Director  
Federal Programs

AUTHORIZING OFFICIAL

December 14, 2023

DATE

**GAN ATTACHMENT 3**

Revised 03/2021

**AN OVERVIEW OF SINGLE AUDIT REQUIREMENTS OF STATES,  
LOCAL GOVERNMENTS, AND NONPROFIT ORGANIZATIONS**

This GAN ATTACHMENT is **not** applicable to for-profit organizations. For-profit organizations comply with audit requirements specified in block 10 of their Grant Award Notification (GAN).

**Summary of Single Audit Requirements for States, Local Governments and Nonprofit Organizations:**

1. Single Audit. A non-Federal entity (a State, local government, Indian tribe, Institution of Higher Education (IHE)<sup>1</sup>, or nonprofit organization) that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.501, "Audit Requirements," except when it elects to have a program specific audit conducted.
2. Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding research and development (R&D)), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same passthrough entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
3. Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Generally, grant records must be maintained for a period of three years after the date of the final expenditure report ([2 CFR § 200.334](#))
4. Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity.
5. Report Submission. To meet audit requirements of U.S. Office of Management and Budget (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (Uniform Guidance), grantees must submit all audit documents required by Uniform Guidance 2 CFR 200.512, including Form SFSAC: Data Collection Form electronically to the Federal Audit Clearinghouse at:

<sup>1</sup> As defined under the Higher Education Act of 1965, as amended (HEA) section 101

**GAN ATTACHMENT 3**  
**Revised 03/2021**

<https://facides.census.gov/Account/Login.aspx>.

The audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information. (2 CFR 200.512)

Grantees are strongly urged to obtain the "OMB Compliance Supplement" and to contact their cognizant agency for single audit technical assistance.

The designated cognizant agency for single audit purposes is "the Federal awarding agency that provides the predominant amount of direct funding to the recipient." Grantees should obtain a copy of the OMB Compliance supplement. This supplement will be instructive to both grantees and their auditors. Appendix III of the supplement provides a list of Federal Agency Contacts for Single Audits, including addresses, phone numbers, fax numbers, and e-mail addresses for technical assistance.

For single audit-related questions, if the U.S. Department of Education is the cognizant agency, grantees should contact the Non-Federal Audit Team in the Department's Office of Inspector General, at [oignonfederalaudit@ed.gov](mailto:oignonfederalaudit@ed.gov). Additional resources for single audits are also available on the Non-Federal Audit Team's website at <https://www2.ed.gov/about/offices/list/oig/nonfed/index.html>. For programmatic questions, grantees should contact the education program contact shown on the Department's GAN.

Grantees can obtain information on single audits from:

The OMB website at [www.omb.gov](http://www.omb.gov). Look under Office of Management and Budget (in right column) then click Office of Federal Financial Management (to obtain OMB Compliance Supplement). The SFSAC: Data Collection Form can be found at the Federal Audit Clearinghouse at: <https://facides.census.gov/Files/2019-2021%20Checklist%20Instructions%20and%20Form.pdf>.

The American Institute of Certified Public Accountants (AICPA) has illustrative OMB Single Audit report examples that might be of interest to accountants, auditors, or financial staff at [www.aicpa.org](http://www.aicpa.org).



## GAN ATTACHMENT – 9

Revised 03/2021

**FEDERAL FUNDING ACCOUNTABILITY TRANSPARENCY ACT  
REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION**

The Federal Funding Accountability and Transparency Act (FFATA) is designed to increase transparency and improve the public's access to Federal government information. To this end, FFATA requires that Department of Education (Department) grant recipients:

1. Report **first-tier subawards** made under Federal grants that are funded at \$30,000 or more that meet the reporting conditions as set forth in this grant award term;
2. Report their executives' compensation for all new Federal grants that are funded at \$30,000 and that meet the reporting conditions as set forth in this grant award term; and
3. Report executive compensation data for their **first-tier subrecipients** that meet the reporting conditions as set forth in this grant award term.

For FFATA reporting purposes, the Department grant recipient is the entity listed in box 1 of the Grant Award Notification.

Only **first-tier subawards** made by the Department grant recipient to its **first-tier subrecipients** and the **first-tier subrecipients'** executive compensation are required to be reported in accordance with FFATA.

*Subaward, Subrecipient, Recipient, Total Compensation, Executives*, and other key terms, are defined within item 5, Definitions, of this grant award term.

This grant award term is issued in accordance with [2 CFR Part 170—Reporting Subaward And Executive Compensation Information](#).

**1. Reporting of First-tier Subawards –**  
a. *Applicability and what to report.*

Unless you are exempt as provided item 4, Exemptions, of this grant award term, you must report each obligation that **equals or exceeds \$30,000** in Federal funds for a first-tier subaward to a non-Federal entity or Federal agency.

You must report the information about each obligating action that are specified in the submission instructions posted at [FSRS](#).

b. *Where and when to report.*

The Department grant recipient must report each obligating action described in paragraph **1.a.** of this award term to [FSRS](#).

Report subaward information no later than the end of the month following the month in which the subaward obligation was made. For example, if the obligation was made on November 7, 2020, the obligation must be reported by no later than December 31, 2020.

## 2. **Reporting Total Compensation of the Department's Grant Recipients' Executives –**

### a. *Applicability and what to report.*

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i The total Federal funding authorized to date under this Federal award **equals or exceeds \$30,000;**

ii In the preceding fiscal year, you received—

A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards), **and**

B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); **and**,

C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [SEC Investor.gov Executive Compensation](#).)

### b. *Where and when to report.*

You must report executive total compensation described in paragraph **2.a.** of this grant award term:

i. As part of your registration profile at [SAM.gov](#).

ii. By the end of the month following the month in which this award is made (for example, if the obligation was made on November 7, 2020 the executive compensation must be reported by no later than December 31, 2020), and annually thereafter.

## 3. **Reporting of Total Compensation of Subrecipient Executives –**

### a. *Applicability and what to report.*

Unless you are exempt as provided in item 4, Exemptions, of this award term, for each first-tier **non-Federal entity** subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. In the subrecipient's preceding fiscal year, the subrecipient received—

- A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards), **and**
- B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); **and**,
- C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [SEC Investor.gov Executive Compensation](#).)

*b. Where and when to report.*

You must report subrecipient executive total compensation described in paragraph **3.a.** of this grant award term:

- i. In [FSRS](#). You must include a condition on subawards that requires the subrecipients to timely report the information required under paragraph **3.a.** to you the prime awardee, or in the [SAM.gov](#). Subrecipient executive compensation entered in [SAM.gov](#) by the subrecipient will pre-populate in [FSRS](#), so you do not have to report when subrecipients enter this information in [SAM.gov](#). Subrecipient executive compensation not entered in [SAM.gov](#) by the subrecipient is reported in [FSRS](#) by you the Department grant recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if the subaward obligation was made on November 7, 2020 the subrecipient's executive compensation must be reported by no later than December 31, 2020.

**4. Exemptions –**

- a. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - i. Subawards, and
  - ii. The total compensation of the five most highly compensated executives of any **subrecipient**.

**5. Definitions -**

- a. For purposes of this award term:
  - i. *Federal Agency* means a Federal agency as defined at [5 U.S.C. 551\(1\)](#) and further clarified by [5 U.S.C. 552\(f\)](#).
  - ii. *Non-Federal Entity* means all of the following, as defined in [2 CFR part 25](#):

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A Governmental organization, which is a State, local government, or Indian tribe;

A foreign public entity;

A domestic or foreign nonprofit organization; and,

A domestic or foreign for-profit organization

iii. *Executive* means officers, managing partners, or any other employees in management positions.

iv. *Obligation*, when used in connection with a non-Federal entity's utilization of funds under a Federal award, means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

v. *Subaward*:

This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

The term does not include your procurement of property and services (such as payments to a contractor, small purchase agreements, vendor agreements, and consultant agreements) that are needed for the benefit of the prime awardee to carry out the project or program (for further explanation, see [2 CFR 200.331](#)). For example, the following are not considered subawards:

*Cleaning Vendors*: Vendors that are hired by a grantee to clean its facility.

*Payroll Services Vendors*: Vendors that carryout payroll functions for the grantee.

*Information Technology Vendors*: Vendors that provide IT support to grant staff.

Payments to individuals that are beneficiaries of Federal programs are not considered subawards.

A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

v. *Subrecipient* means a non-Federal entity or Federal agency that:

Receives a subaward from you (the recipient) under this award; and

Is accountable to you for the use of the Federal funds provided by the subaward.

In accordance with its subaward, uses the Federal funds to carry out a program for a public

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purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department prime awardee.

vii. *Recipient* means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See also §200.69 Non-Federal entity.

viii. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):

Salary and bonus.

Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

Above-market earnings on deferred compensation which is not tax-qualified.

Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

**GAN ATTACHMENT 11**  
Revised 03/2021**SPECIFIC CONDITIONS FOR DISCLOSING  
FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019.

**PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING  
DURING OFFICIAL FEDERAL GRANT BUSINESS**

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

## REGISTRATION OF UNIQUE ENTITY IDENTIFIER (UEI) NUMBER AND TAXPAYER IDENTIFICATION NUMBER (TIN) IN THE SYSTEM FOR AWARD MANAGEMENT (SAM)

The U.S. Department of Education (Department) Grants Management System (G5) disburses payments via the U.S. Department of Treasury (Treasury). The U.S. Treasury requires that we include your Tax Payer Identification Number (TIN) with each payment. Therefore, in order to do business with the Department you must have a registered Unique Entity Identifier (UEI)<sup>1</sup> and TIN number with the SAM, the U.S. Federal Government's primary registrant database. If the payee UEI number is different than your grantee UEI number, both numbers must be registered in the SAM. Failure to do so will delay the receipt of payments from the Department.

A TIN is an identification number used by the Internal Revenue Service (IRS) in the administration of tax laws. It is issued either by the Social Security Administration (SSA) or by the IRS. A Social Security number (SSN) is issued by the SSA whereas all other TINs are issued by the IRS.

The following are all considered [TINs according to the IRS](#).

- Social Security Number "SSN"
- Employer Identification Number "EIN"
- Individual Taxpayer Identification Number "ITIN"
- Taxpayer Identification Number for Pending U.S. Adoptions "ATIN"
- Preparer Taxpayer Identification Number "PTIN"

If your UEI number is not currently registered with the SAM, you can easily register by going to [www.sam.gov](http://www.sam.gov). Please allow 3-5 business days to complete the registration process. If you need a new TIN, please allow 2-5 weeks for your TIN to become active. If you need assistance during the registration process, you may contact the SAM Federal Service Desk at 866-606-8220.

If you are currently registered with SAM, you may not have to make any changes. However, please take the time to validate that the TIN associated with your UEI is correct.

If you have any questions or concerns, please contact the G5 Hotline at 888-336-8930.

<sup>1</sup> Currently, ED uses the Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, INC. to uniquely identify business entities, as the UEI



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## **SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS**

### **1. Requirement for System for Award Management (SAM)**

Unless you are exempted from this requirement under 2 CFR 25.110, you are, in accordance with your grant program's Notice Inviting Applications, required to maintain an active SAM registration with current information about your organization, including information on your immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which you have an active Federal award or an application or plan under consideration by a Federal awarding agency. To remain registered in the SAM database after your initial registration, you are required to review and update your information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.

### **2. Requirement for Unique Entity Identifier (UEI)\* Numbers**

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that they may not receive a subaward from you unless they provided their UEI number to you.
2. May not make a subaward to a subrecipient when the subrecipient fails to provide its UEI number to you.

### **3. Definitions**

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier (UEI) means the identifier assigned by SAM registration to uniquely identify business entities. Currently the Data Universal Numbering System (DUNS) number, the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B), is used to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See 2 CFR 200.86.
4. Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the

pass-through entity considers a contract. See 2 CFR 200.92.

5. Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. See 2 CFR 200.93.

\*Currently, the Department uses the Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, Inc. to uniquely identify business entities, as the UEI.

## Attachment T: Grant Conditions

*Attachment T to Grant Award Notification (GAN) for the American Rescue Plan Elementary and Secondary School Emergency Relief (ARP ESSER) Fund award, as authorized in section 2001 of the American Rescue Plan Act (ARP).*

### PART A: PROGRAMMATIC, FISCAL, AND REPORTING ASSURANCES

In order to make a significant portion of emergency relief funds under section 2001 of the ARP available as quickly as possible, the U.S. Department of Education (Department) is issuing through this GAN an award equal to two-thirds of the State educational agency's (SEA's) ARP ESSER allocation. In accepting the funds made available under this GAN, the Chief State School Officer assures that the SEA will submit a plan (which will be required as part of the SEA's application for the remainder of its ARP ESSER allocation) that contains such information as the Secretary may reasonably require, including on matters such as:

- How the SEA will support local educational agencies (LEAs) in safely returning to in person instruction, maximizing in-person instruction time, and sustaining the safe operation of schools, consistent, to the extent practicable, with Centers for Disease Control and Prevention (CDC) guidance;
  - How the SEA will use the funds that it must reserve for evidence-based activities to address learning loss, implement summer learning and enrichment programs, and implement comprehensive afterschool programs, and how those activities will respond to the academic, social, and emotional needs of students and address the disproportionate impact of COVID-19 on student groups most impacted by the pandemic and for whom the pandemic exacerbated pre-existing inequities;
  - How the SEA will support LEAs in addressing learning loss through the implementation of evidence-based interventions and ensure that such interventions respond to students' academic, social, and emotional needs and address the disproportionate impact of COVID-19 on student groups most impacted by the pandemic and for whom the pandemic exacerbated pre-existing inequities;
  - How the SEA will support LEAs in building capacity to promote healthy and safe learning environments and support students' social, emotional, mental health, and academic needs; making evidence-based, equity-driven ARP ESSER spending decisions; engaging a diverse range of stakeholders, including students, families, and educators; tracking how resources are targeted and outcomes achieved; and ensuring appropriate fiscal monitoring and controls; and
  - How the SEA consulted with stakeholders and the public, including students, families, civil rights organizations including disability rights organizations, school administrators, superintendents, and educators and their unions, and provided an opportunity for and incorporated, as appropriate, input in development of its ARP ESSER plan.
- The plan will be submitted as part of the SEA's application for the remainder of its ARP ESSER allocation within the deadline established by the Secretary (e.g., within 45 days of the Department's issuance of the application).

The assurances below apply to the total amount of an SEA's ARP ESSER allocation.

*By the SEA's drawdown of funds under this GAN, the Chief State School Officer assures the following:*

1. The SEA will allocate not less than 90 percent, and not more than 93 percent, of its total ARP ESSER allocation to LEAs (including charter schools that are LEAs) in the State on the basis of their respective shares of funds received under Title I, Part A of the Elementary and Secondary Education Act of 1965 (ESEA) in fiscal year 2020.
2. The SEA will allocate ARP ESSER funds to LEAs in an expedited and timely manner and, to the extent practicable, not later than 60 days after the SEA receives ARP ESSER funds (i.e., 60 days from the date the SEA receives each portion of its ARP ESSER funds). An SEA that is not able to allocate such funds within 60 days because it is not practicable (e.g., because of pre-existing State board approval requirements) will provide an explanation to the Department within 30 days of receiving each portion of its ARP ESSER funds, including a description of specific actions the SEA is taking to provide ARP ESSER funds to LEAs in an expedited and timely manner and the SEA's expected timeline for doing so.
3. When the SEA allocates ARP ESSER funds to an LEA from the funds awarded through this GAN, the SEA will communicate the LEA's total ARP ESSER allocation (i.e., the sum of the amount the LEA receives from funds awarded under this GAN and the additional amount that it will receive after the Department approves the SEA's application for the remainder of its allocation) to enable an LEA immediately to begin making plans for the use of ARP ESSER funds, including for the use of at least 20 percent of its total ARP ESSER allocation to address learning loss.
4. The SEA will reserve not less than five percent of its total ARP ESSER allocation to carry out, directly or through grants and contracts, activities to address learning loss by supporting the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs, and ensure that such evidence-based interventions respond to students' academic, social, and emotional needs and address the disproportionate impact of COVID-19 on student subgroups (each major racial and ethnic group, children from low-income families, children with disabilities, English learners, gender, migrant students, students experiencing homelessness, and children and youth in foster care), including by providing additional support to LEAs to fully address such impacts.
5. The SEA will reserve not less than one percent of its total ARP ESSER allocation to carry out, directly or through grants and contracts, the implementation of evidence-based summer enrichment programs, and ensure such programs respond to students' academic, social, and emotional needs and address the disproportionate impact of COVID-19 on student subgroups (each major racial and ethnic group, children from low-income families, children with disabilities, English learners, gender, migrant students, students experiencing homelessness, and children and youth in foster care).

6. The SEA will reserve not less than one percent of its total ARP ESSER allocation to carry out, directly or through grants and contracts, the implementation of evidence-based comprehensive afterschool programs, and ensure such programs respond to students' academic, social, and emotional needs and address the disproportionate impact of COVID-19 on student subgroups (each major racial and ethnic group, children from low-income families, children with disabilities, English learners, gender, migrant students, students experiencing homelessness, and children and youth in foster care).
7. The SEA will reserve no more than 1/2 of 1 percent of its total ARP ESSER allocation for administrative costs and emergency needs as determined by the SEA to address issues related to COVID-19, which may be addressed through the use of grants or contracts or for direct use by the SEA.
8. The SEA will ensure that LEAs use ARP ESSER funds for activities allowable under section 2001(e) of the ARP.
9. The SEA will comply with the maintenance of effort provision in section 2004(a)(1) of the ARP absent a waiver by the Secretary pursuant to section 2004(b)(2).
10. The SEA will comply with the maintenance of equity provisions in section 2004(b) of the ARP and ensure its LEAs comply with the maintenance of equity provision in section 2004(c) of the ARP.
11. The SEA will ensure that each LEA will reserve not less than 20 percent of its total ARP ESSER allocation to address learning loss through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, extended school year programs, or other evidence-based interventions, and ensure that such interventions respond to students' academic, social, and emotional needs and address the disproportionate impact of COVID-19 on student subgroups (each major racial and ethnic group, children from low-income families, children with disabilities, English learners, gender, migrant students, students experiencing homelessness, and children and youth in foster care).
12. The SEA will ensure that each LEA that receives ARP ESSER funds either: (a) within 30 days of receipt of the funds, will develop and make publicly available on the LEA's website a plan for the safe return of in-person instruction and continuity of services as required in section 2001(i)(1) of the ARP, or (b) developed and made publicly available on the LEA's website such a plan that meets statutory requirements before the enactment of the ARP. The SEA will also ensure that, as required in section 2001(i)(2) of the ARP, before making the plan publicly available, the LEA sought public comment on the plan and took such comments into account in the development of the plan.
13. The SEA will comply with, and ensure that LEAs comply with, all reporting requirements at such time and in such manner and containing such information as the Secretary may reasonably require, including on matters such as:

- how the State is developing strategies and implementing public health protocols including, to the greatest extent practicable, policies and plans in line with the CDC guidance related to addressing COVID-19 in schools;
- overall plans and policies related to State support for return to in-person instruction and maximizing in-person instruction time, including how funds will support a return to and maximize in-person instruction time, and advance equity and inclusivity in participation in in-person instruction;
- data on each school's mode of instruction (remote, hybrid, in-person) and conditions;
- SEA and LEA uses of funds to meet students' social, emotional, and academic needs, including through summer enrichment programming and other evidence-based interventions, and how they advance equity for underserved students;
- SEA and LEA uses of funds to sustain and support access to early childhood education programs;
- impacts and outcomes (disaggregated by student subgroup) through use of ARP ESSER funding (e.g., quantitative and qualitative results of ARP ESSER funding, including on personnel, student learning, and budgeting at the school and district level);
- student data (disaggregated by student subgroup) related to how the COVID-19 pandemic has affected instruction and learning;
- requirements under the Federal Financial Accountability Transparency Act (FFATA); and
- additional reporting requirements as may be necessary to ensure accountability and transparency of ARP ESSER funds.

14. Records pertaining to the ARP ESSER award under 2 C.F.R. § 200.334 and 34 C.F.R. § 76.730, including financial records related to use of grant funds, will be retained separately from other grant funds, including funds that an SEA or LEA receives under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act). The SEA will ensure that it and every subrecipient of ARP ESSER funds will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

15. The SEA will return to the Secretary any ARP ESSER funds that the SEA does not award within one year of the date the SEA receives each portion of its ARP ESSER funds (i.e., with respect to the first two-thirds of the SEA's allocation, one year from the date the SEA receives ARP ESSER funds under this GAN, and with respect to the remaining ARP ESSER funds that will be allocated to the SEA after submission of an application, one year from the date the SEA receives those funds). For purposes of this assurance, funds are "awarded" when they are subgranted to an LEA or, in the case of the funds the SEA reserves under section 2001(f) of the ARP, when the SEA awards a contract or subgrants the funds or retains the funds to provide direct services itself.

## PART B: OTHER ASSURANCES AND CERTIFICATIONS

*By the SEA's drawdown of funds under this GAN, the Chief State School Officer assures or certifies the following with respect to ARP ESSER Fund awards:*

1. The SEA will comply with all applicable assurances in OMB Standard Forms 424B and D (Assurances for Non-Construction and Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood hazards; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders and regulations.
2. With respect to the certification regarding lobbying in Department Form 80-0013, no 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; the SEA will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 C.F.R. Part 82, Appendix B); and the SEA will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.
3. Any LEA receiving funding under this program will have on file with the SEA a set of assurances that meets the requirements of section 442 of the General Education Provisions Act (GEPA) (20 U.S.C. 1232e).
4. To the extent applicable, an LEA will include in its local application a description of how the LEA will comply with the requirements of section 427 of GEPA (20 U.S.C. 1228a). The description must include information on the steps the LEA proposes to take to permit students, teachers, and other program beneficiaries to overcome barriers (including barriers based on gender, race, color, national origin, disability, and age) that impede equal access to, or participation in, the program.
5. The SEA will comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) requirements in Subpart D—Post Federal Award Requirements (2 CFR §§200.300-345) and Subpart E—Cost Principles (2 CFR §§200.400-475) to ensure that LEAs, including charter schools that are LEAs, are using ARP ESSER funds for purposes that are reasonable, necessary, and allocable under the ARP.

The SEA and other entities will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

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**THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS**

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
  - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
  - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
  - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” In particular, remember that:
  - Federal grant funds cannot be used to pay for alcoholic beverages; and
  - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
  - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
  - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.



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- All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:  
The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
  - A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting and conference-related expenses.

## MEMORANDUM TO REMIND DEPARTMENT OF EDUCATION GRANTEES OF EXISTING CASH MANAGEMENT REQUIREMENTS CONCERNING PAYMENTS

The Department of Education (Department) requires that its grantees adhere to existing cash management requirements concerning payments and will ensure that their subgrantees are also aware of these policies by providing them relevant information. A grantee's failure to comply with cash management requirements may result in an improper payment determination by the Department in accordance with the [Payment Integrity Information Act \(PIIA\) of 2019](#).

There are three categories of payment requirements that apply to the drawdown of funds from grant accounts at the Department. The first two types of payments are subject to the requirements in the Treasury Department regulations implementing the Cash Management Improvement Act (CMIA) of 1990, 31 U.S.C.6513, and the third is subject to the requirements in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) at 2 CFR part 200,<sup>1</sup> as follows:

1. Payments to a State under programs that are covered by a State's Treasury State Agreement (TSA);
2. Payments to States under programs that are not covered by a TSA; and
3. Payments to other non-Federal entities, including nonprofit organizations and local governments.

### CMIA Requirements Applicable to Programs included in a TSA

Generally, under the Treasury Department regulations implementing the CMIA, only major assistance programs (large-dollar programs meeting thresholds in 31 CFR § 205.5) are included in a State's written TSA. See 31 CFR § 205, subpart A. Programs included in a TSA must use approved funding techniques and both States and the Federal government are subject to interest liabilities for late payments. State interest liabilities accrue from the day federal funds are credited to a State account to the day the State pays out the federal funds for federal assistance program purposes. 31 CFR § 205.15. If a State makes a payment under a Federal assistance program before funds for that payment have been transferred to the State, Federal Government interest liabilities accrue from the date of the State payment until the Federal funds for that payment have been deposited to the State account. 31 CFR § 205.14.

### CMIA Requirements Applicable to Programs Not Included in a TSA

Payments to States under programs not covered by a State's TSA are subject to subpart B of Treasury's regulations in 31 CFR § 205. These regulations provide that a State must minimize the time between the drawdown of funds from the federal government and their disbursement for approved program activities. The timing and amount of funds transfers must be kept to a minimum and be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs. 31 CFR § 205.33(a). States should exercise sound cash management in funds transfers to subgrantees.

<sup>1</sup> The Department adopted the Uniform Guidance as regulations of the Department at 2 CFR part 3474.

Under subpart B, neither the States nor the Department owe interest to the other for late payments. 31 CFR § 205.33(b). However, if a State or a Federal agency is consistently late in making payments, Treasury can require the program to be included in the State's TSA. 31 CFR § 205.35.

### **Fund transfer requirements for grantees other than State governments and subgrantees**

The transfer of Federal program funds to grantees other than States and to subgrantees are subject to the payment and interest accrual requirements in the Uniform Guidance at 2 CFR § 200.305(b). These requirements are like those in subpart B of the Treasury Department regulations in 31 CFR part 205, requiring that "payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity." 2 CFR § 200.305(b) introduction.

The Federal Government and pass-through entities must make payments in advance of expenditures by grantees and subgrantees if these non-Federal entities maintain, or demonstrate the willingness to maintain, written procedures "that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability." 2 CFR § 200.305(b)(1). If a grantee or subgrantee cannot meet the criteria for advance payments, a Federal agency or pass-through entity can pay that entity through reimbursement. See 2 CFR § 200.305(b)(1) and (4) for more detailed description of the payment requirements and the standards for requiring that payments be made by reimbursement.

Non-Federal entities must maintain advance payments in interest bearing accounts unless certain conditions exist. See 2 CFR § 200.305(b)(8) for those conditions. The requirements regarding interest accrual and remittance follow:

Grantees and subgrantees must annually remit interest earned on federal advance payments except that interest earned amounts up to \$500 per year may be retained for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. 2 CFR § 200.305(b)(9)(i) and (ii).

1. When returning interest through ACH Direct Deposit or Fedwire, grantees must include the following in their return transaction:

- PMS Account Number (PAN). NOTE: The PAN is the same series of alpha-numeric characters used for payment request purposes (e.g.: C1234G1).
- PMS document number.
- The reason for the return (e.g., interest, part interest part other, etc.).
- An explanation stating that the refund is for interest payable to the Department of Health and Human Services, and the grant number(s) for which the interest was earned.

a. U.S. Department of Education grantees are generally located and operate domestically and return interest domestically. Below is PSC ACH account information for interest returned

domestically. For international ACH interest returned, account information is available at: [Returning Funds/Interest](#).

- PSC ACH Routing Number is: 051036706
- PSC DFI Accounting Number: 303000
- Bank Name: Credit Gateway - ACH Receiver
- Location: St. Paul, MN

b. Service charges may be incurred from a grantee's financial institution when a Fedwire to return interest is initiated. For FedWire returns, Fedwire account information is as follows:

- Fedwire Routing Number: 021030004
- Agency Location Code (ALC): 75010501
- Bank Name: Federal Reserve Bank
- Treas NYC/Funds Transfer Division
- Location: New York, NY

2. Interest may be returned by check using only the U.S. Postal Service; however, returning interest via check may take 4-6 weeks for processing before a check payment may be applied to the appropriate PMS account.

a. Interests returned by check are to be mailed (USPS only) to:

- HHS Program Support Center  
PO Box 979132  
St. Louis, MO 63197

A brief statement explaining the nature of the return must be included.

b. To return interest on a grant not paid through the PMS, make the check payable to the Department of Health and Human Services, and include the following with the check:

- An explanation stating that the refund is for interest
- The name of the awarding agency
- The grant number(s) for which the interest was earned
- The return should be made payable to: Department of Health and Human Services.

3. For detailed information about how to return interest, visit the PSC Returning Funds/Interest page at: [Returning Funds/Interest](#)

Grantees, including grantees that act as pass-through entities and subgrantees have other responsibilities regarding the use of Federal funds. For example, all grantees and subgrantees must have procedures for determining the allowability of costs for their awards. We highlight the following practices related to the oversight of subgrantee compliance with the financial management requirements in the Uniform Guidance that will assist State grantees (pass-through entities) in meeting their monitoring responsibilities. Under 2 CFR § 200.332, pass-through entities must –

**GAN ENCLOSURE 4**

Revised 03/2021

1. Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.
2. Monitor the performance and fiscal activities of the subrecipient to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

A small number of Department grant programs have program-specific cash management and payment requirements based on the authorizing legislation or program regulations. These program-specific requirements may supplement or override general cash management or payment requirements. If you have any questions about your specific grant, please contact the Education Program Contact listed in Block 3 of your Grant Award Notification.

## RECIPIENTS OF DEPARTMENT OF EDUCATION GRANTS AND COOPERATIVE AGREEMENTS FREQUENTLY ASKED QUESTIONS ON CASH MANAGEMENT

### **Q What are the Federal Laws and Regulations Regarding Payments to the States?**

**A** The *Cash Management Improvement Act of 1990 (CMIA)* establishes interest liabilities for the Federal and State governments when the Federal Government makes payments to the States. See 31 U.S.C. 3335 and 6503. The implementing regulations are in Title 31 of the Code of Federal Regulations (CFR), Part 205, [https://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title31/31cfr205\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title31/31cfr205_main_02.tpl). Non-Federal entities other than States follow the rules on Federal payments set out in 2 CFR 200.305.

### **Q What is a Treasury-State Agreement (TSA)?**

**A** A TSA documents the accepted funding techniques and methods for calculating interest agreed upon by the U.S. Department of the Treasury (Treasury) and a State. It identifies the Federal assistance programs that are subject to interest liabilities under the CMIA. The CMIA regulations specify a number of different funding techniques that may be used by a State but a State can negotiate with the Treasury Department to establish a different funding technique for a particular program. A TSA is effective until terminated and, if a state does not have a TSA, payments to the State are subject to the default techniques in the regulations that Treasury determines are appropriate.

### **Q What are the CMIA requirements for a program subject to a Treasury-State Agreement?**

**A** Payments to a State under a program of the Department are subject to the interest liability requirements of the CMIA if the program is included in the State's Treasury-State Agreement (TSA) with the Department of Treasury. If the Federal government is late in making a payment to a State, it owes interest to the State from the time the State spent its funds to pay for expenditure until the time the Federal government deposits funds to the State's account to pay for the expenditure. Conversely, if a State is late in making a payment under a program of the Department, the State owes interest to the Federal government from the time the Federal government deposited the funds to the State's account until the State uses those funds to make a payment. For more information, GAN Enclosure 4.

### **Q What are the CMIA requirements for a program that is not subject to a Treasury-State Agreement?**

**A** If a program is not included in the State's TSA, neither the State nor the Federal government are liable for interest for making late payments. However, both the Federal government and the State must minimize the time elapsing between the date the State requests funds and the date that the funds are deposited to the State's accounts. The State is also required to minimize the time elapsed between the date it receives funds from the Federal government and the date it makes a payment under the program. Also, the Department must minimize the amount of funds transferred to a State to only that needed to meet the immediate cash needs of the State. The timing and amount of funds transferred must be as close as is administratively feasible to a

State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs.

**Q What if there is no TSA?**

**A** When a State does not have a TSA in effect, default procedures in 31 CFR, part 205 that the Treasury Department determines appropriate apply. The default procedures will prescribe efficient funds transfer procedures consistent with State and Federal law and identify the covered Federal assistance programs and designated funding techniques.

**Q Who is responsible for Cash Management?**

**A** Grantees and subgrantees that receive grant funds under programs of the Department are responsible for maintaining internal controls regarding the management of Federal program funds under the Uniform Guidance in 2 CFR 200.302 and 200.303. In addition, grantees are responsible for ensuring that subgrantees are aware of the cash management and requirements in 2 CFR part 200, subpart D.

**Q Who is responsible for monitoring cash drawdowns to ensure compliance with cash management policies?**

**A** Recipients must monitor their own cash drawdowns **and** those of their subrecipients to assure substantial compliance to the standards of timing and amount of advances.

**Q How soon may I draw down funds from the G5 grants management system?**

**A** Grantees are required to minimize the amount of time between the drawdown and the expenditure of funds from their bank accounts. (See 2 CFR 200.305(b).) Funds must be drawn only to meet a grantee's immediate cash needs for each individual grant. The G5 screen displays the following message:

**By submitting this payment request, I certify to the best of my knowledge and belief that the request is based on true, complete, and accurate information. I further certify that the expenditures and disbursements made with these funds are for the purposes and objectives set forth in the applicable Federal award or program participation agreement, and that the organization on behalf of which this submission is being made is and will remain in compliance with the terms and conditions of that award or program participation agreement. I am aware that the provision of any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me, and the organization on behalf of which this submission is being made, to criminal, civil, or administrative penalties for fraud, false statements, false claims, or other violations. (U.S. Code Title 18, Section 1001; Title 20, Section 1097; and Title 31, Sections 3729-3730 and 3801-3812)**

**Q How may I use Federal funds?**

**A** Federal funds must be used as specified in the Grant Award Notification (GAN) and the approved application or State plan for allowable direct costs of the grant and an allocable portion of indirect costs, if authorized.

**Q What are the consequences to recipients/subrecipients for not complying with terms of the grant award?**

**A** If a recipient or subrecipient materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, including those in 2 CFR part 200, an assurance, the GAN, or elsewhere, the awarding agency may in accordance with 2 CFR 200.339 take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity not in compliance.
3. Wholly or partly suspend or terminate the Federal award.
4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal award agency regulations (or in the case of a pass-through be initiated by a Federal awarding agency).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

**Q Who is responsible for determining the amount of interest owed to the Federal government?**

**A** As set forth in 31 CFR 205.9, the method used to calculate and document interest liabilities is included in the State's TSA. A non-State entity must maintain advances of Federal funds in interest-bearing accounts unless certain limited circumstance apply and remit interest earned on those funds to the Department of Health and Human Services, Payment Management System annually. See 2 CFR 200.305.

**Q What information should accompany my interest payment?**

**A** In accordance with 2 CFR 200.305(b)(9), interest in excess of \$500.00 earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

For returning interest on Federal awards paid through PMS, the refund should:

- (a) Provide an explanation stating that the refund is for interest;
- (b) List the PMS Payee Account Number(s) (PANs);
- (c) List the Federal award number(s) for which the interest was earned; and
- (d) Make returns payable to: Department of Health and Human Services



For returning interest on Federal awards not paid through PMS, the refund should:

- (a) Provide an explanation stating that the refund is for interest;
- (b) Include the name of the awarding agency;
- (c) List the Federal award number(s) for which the interest was earned; and
- (d) Make returns payable to: Department of Health and Human Services.

For additional information about returning interest see GAN ATTACHMENT 4.

**Q Are grant recipients/subrecipients automatically permitted to draw funds in advance of the time they need to disburse funds in order to liquidate obligations?**

**A** The payment requirements in 2 CFR 200.305(b) authorize a grantee or subgrantee to request funds in advance of expenditures if certain conditions are met. However, if those conditions are not met, the Department and a pass-through agency may place a payee on reimbursement.

**Q For formula grant programs such as ESEA Title I, for which States distribute funds to LEAs, may States choose to pay LEAs on a reimbursement basis?**

**A** A subgrantee must be paid in advance if it meets the standards for advance payments in 2 CFR 200.305(b)(1) but if the subgrantee cannot meet those standards, the State may put the subgrantee on reimbursement payment. See 2 CFR 200.305(b).

**Q Will the Department issue special procedures in advance if G5 plans to shut down for 3 days or more?**

**A** Yes, before any shutdown of G5 lasting three days or more, the Department issues special guidance for drawing down funds during the shut down. The guidance will include cash management improvement act procedures for States and certain State institutions of higher education and procedures for grants (including Pell grants) that are not subject to CMIA.



# AUGUSTA, GEORGIA

## New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

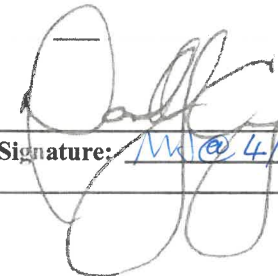
### Proposal Project No. Project Title

PR000494 JUVENILE FY24 Building Opportunities Out of School Time (BOOST) Grant  
 Year Three for the Building Opportunities Out of School Time (BOOST) grant for Summer Programs in the Richmond County Juvenile Court.  
 NO EEO Required.  
 NO Match Required. ✓

Start Date: 05/01/2024 End Date: 09/01/2024  
 Submit Date: 04/02/2024 Department: 022 Juvenile Court Cash Match? N  
 Total Budgeted Amount: 48,195.00 Total Funding Agency: 48,195.00 Total Cash Match: 0.00

Sponsor: GM0045 GA Dept. of Education  
 Sponsor Type:  
 Purpose: 2 Serve Comm Juvenile Cts Flow Thru ID: GM0045 GA Dept. of Education

| Type | ID     | Name         | Phone         |
|------|--------|--------------|---------------|
| I    | GMI025 | DaCara Brown | (706)821-4261 |

| Type | By       | Date       | Signature                                                                             |
|------|----------|------------|---------------------------------------------------------------------------------------|
| FA   | D. CRAIG | 04/03/2024 |  |

Dept. Signature: \_\_\_\_\_  
 Grant Coordinator Signature: WJ@ 4/5/2024


1.) I have reviewed the Grant application and enclosed materials and:

- ☒ Find the grant/award to be feasible to the needs of Augusta Richmond County
- ☐ Deny the request

Donna B Williams 4-5-2024  
 Finance Director Date

2.) I have reviewed the Grant application and enclosed materials and:

- ☐ Approve the Department Agency to move forward with the application
- ☐ Deny the request

 Charles Jackson 4/11/24  
 Administrator Date  
 FOR TAXIYAK DOUS

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



## Commission Meeting

May 7, 2024

Minutes

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|                                                       |                                                                                                                                            |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | N/A                                                                                                                                        |
| <b>Presenter:</b>                                     | N/A                                                                                                                                        |
| <b>Caption:</b>                                       | Motion to <b>approve</b> the minutes of the regular meeting of the Commission held April 16, 2024 and Special Meeting held April 30, 2024. |
| <b>Background:</b>                                    | N/A                                                                                                                                        |
| <b>Analysis:</b>                                      | N/A                                                                                                                                        |
| <b>Financial Impact:</b>                              | N/A                                                                                                                                        |
| <b>Alternatives:</b>                                  | N/A                                                                                                                                        |
| <b>Recommendation:</b>                                | N/A                                                                                                                                        |
| <b>Funds are available in the following accounts:</b> | N/A                                                                                                                                        |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                        |



## COMMISSION MEETING MINUTES

Commission Chamber  
Tuesday, April 16, 2024  
2:00 PM

### INVOCATION

Reverend Angel Maestre, Pastor, Oasis of Blessings Christian Center

### PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

### RECOGNITION(S)

#### A. **Congratulations!** 2024 March Years of Service (YOS) 25–50-year recipients.

Presentations are made to the 2024 March Years of Service recipients.

### DELEGATION(S)

#### B. **Mr. Moses Todd** from I Love Augusta Inc. on the agenda to discuss South Richmond County Water Park / SPLOST9

Presentation is made by Mr. Todd.

### CONSENT AGENDA

*(Items 1-10)*

### PLANNING

1. **Z-24-07** A request for **concurrence** with the Augusta Planning Commission to **approve** the petition by Yurui Huang requesting a rezoning from **zone R-1A (One-family Residential)** to **zone B-1 (Neighborhood Business)** affecting property containing approximately 0.25 acres located at **3333 Wrightsboro Road**. Tax Map #041-4-038-00-0

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

2. **Z-24-14** – A request for concurrence with the Augusta Planning Commission to **approve** the petition by Track West Partners on behalf of Savvy 3120, LLC, requesting a **rezoning from zone B-1 (Neighborhood Business) and B-2 (General Business) to zone B-2 (General Business)** affecting property containing approximately 1.6 acres located at **3120 Washington Road**. Tax Map #011-0-117-00-0.

Motion to approve.

Motion made by Johnson, Seconded by Williams.

Voting Yea: Garrett, Johnson, Williams, Mason, Scott, Smith-McKnight, Lewis, Guilfoyle

Voting Nay: Frantom

Motion carries 8-1.

- 3. Z-24-15** – A request for concurrence with the Augusta Planning Commission to **approve** the petition by Dennis Trotter on behalf of Charles Savage requesting a **rezoning from zone R-1A (One-family Residential) and B-1 (Neighborhood Business) to zone B-1 (Neighborhood Business)** affecting property containing approximately 1.57 acres located at **3306 Old McDuffie Road**. Tax Map #083-0-006-00-0.

Motion to deny this request for concurrence with the Planning Commission.

Motion made by Mason, Seconded by Scott.

Voting Yea: Johnson, Williams, Mason, Scott, Smith-McKnight, Lewis, Guilfoyle

Voting Nay: Garrett, Frantom

Motion carries 7-2.

- 4. Z-24-16** – A request for concurrence with the Augusta Planning Commission to **deny** the petition by High Preserve, LLC and Gulley Cat, LLC requesting a **rezoning from zone R-1C (One-family Residential) and R-1E (One-family Residential) to zone R-1E (One-family Residential)** affecting property containing approximately 30.09 acres located at **3745 and 3749 Old Waynesboro Road**. Tax Map #170-0-003-01-0 and 170-2-054-00-0.

Motion to refer this item back to the Planning Commission.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

- 5. A.N. 24-17 - New Location: Syed Hasnain** requesting **Retail Package Beer and Wine** located at 2601 Deans Bridge Road. District 2, Super District 9

Motion to approve the corrected caption for a request for concurrence with the Augusta Planning Commission to approve the petition by Augusta Historic Cottage Cemetery, Inc. requesting a rezoning from Zone R-1C (One-family Residential) to Zone LI (Light Industrial) affecting property containing approximately 1.61 acres located at 1775 Marvin Griffin Road. Tax Map #134-1-002-00-0.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

- 6. Z-24-18** – A request for concurrence with the Augusta Planning Commission to **approve** the petition by Joe Gambill on behalf of Bridge Builder Communities requesting a rezoning from **zone R-1C (One-family Residential) to zone R-1E (One-family Residential)** affecting property containing approximately 3.08 acres located at **1140 Merry Street**. Tax Map #045-1-234-00-0.

Motion to approve.

Motion made by Williams, Seconded by Scott.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Mr. Mason out.

Motion carries 8-0.

- 7. SE-24-06** – A request for concurrence with the Augusta Planning Commission to **approve** the petition by Joe Gambill on behalf of Bridge Builder Communities requesting a **special exception** per Section 26-1(v) of the Comprehensive Zoning Ordinance to establish a tiny home community affecting property containing approximately 3.08 acres located at **1140 Merry Street. Zoned R-1E (One-family Residential)**. Tax Map #045-1-234-00-0

Motion to approve.

Motion made by Williams, Seconded by Scott.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Mr. Mason out.

Motion carries 8-0.

- 8. SE-24-05** – A request for concurrence with the Augusta Planning Commission to **approve** the petition by Augusta Historic Cottage Cemetery, Inc., requesting a **special exception** per Section 26-1(m) of the Comprehensive Zoning Ordinance to legitimize an existing cemetery affecting property containing approximately 1.61 acres located at **1775 Marvin Griffin Road**. Tax Map #134-1-002-00-0. **Zoned LI (Light Industrial)**.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

- 9. ZA-R-261** – A request concurrence with the Augusta Planning Commission to **amend** the Comprehensive Zoning Ordinance by amending Section 26-1 to establish criteria for the granting of a **special exception** pertaining to low-THC oil dispensaries, pursuant to O.C.G.A. 16-12-215(a).

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

## **PETITIONS AND COMMUNICATIONS**

- 10. Motion to **approve**** the Special Called meeting minutes held April 2, 2024 and the Commission regular meeting minutes held Tuesday, April 2, 2024.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

\*\*\*\***END CONSENT AGENDA**\*\*\*\*  
**AUGUSTA COMMISSION**

**AUGUSTA COMMISSION  
REGULAR AGENDA**

(Items 11-29)

**PUBLIC SERVICES**

11. Begin planning process for Downtown Entertainment District. **(Requested by Commissioners Jordan Johnson and Sean Frantom)**

Motion to approve and to task the Administrator with including the appropriate city staff in the planning process such as representatives from the Sheriff's Office and the Planning Department.

Motion made by Johnson, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

12. Motion to **approve A.N. 24-14 - New Location: Shivam Patel** requesting **Retail Package Liquor, Beer, And Wine** for Narayan Package located at 3107 Deans Bridge Road. District 5, Super District 9

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Voting Nay: Garrett

Motion carries 8-1.

13. Motion to **approve A.N. 24-15 – Existing Location: Florence Henley** requesting to reinstate Liquor, Beer and Wine consumption on premises for Tiffany's Eatery located at 828 Broad Street, District 1, Super District 9.

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

14. Motion to **approve A.N. 24-16 - New Ownership (Existing Location): Nizamuddin Sayani** requesting **Retail Package Beer, and Wine** for Pick N Pay located at 2618 Peach Orchard Road. District 2, Super District 9

Motion to approve.



Motion made by Frantom, Seconded by Guilfoyle.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

15. **A.N. 24-17 - New Location: Syed Hasnain** requesting **Retail Package Beer and Wine** located at 2601 Deans Bridge Road. District 2, Super District 9

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

16. Motion to **approve** 2024 Ground Transportation Agreement with Raiser, LLC. Approved by the Augusta Aviation Commission on March 28, 2024.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

17. Motion to **approve** submittal of the funding proposal for Federal Transit Administration (FTA) Section 5310 Enhanced Mobility for Seniors and Disabled Persons to the Georgia Department of Human Services and Lower Savannah Council of Governments.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

18. Motion to **approve** requiring food truck operators possessing an Augusta-Richmond County business license to have an annual decal. The decal will cost \$5.00.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

## **ADMINISTRATIVE SERVICES**

19. Update from the Downtown Development Authority. **(Requested by Commissioner Jordan Johnson)**

Motion to approve referring this item back to the next Commission meeting.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

20. Motion to **approve** price proposal Option B, not to exceed the greater of 2.5% of total ESCO Sell Price or minimum of \$250,000, from IBA Consulting Engineers, Inc. dba **NV5 Consultants. (Deferred from the March 19, 2024 Commission Meeting)**

Motion to approve receiving this item as information.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

21. **Approve** Phase 2 Audit of City-County Buildings by TRANE as it Relates to the Augusta-Richmond County Energy Savings PACT Project. In addition, approve payment of **\$398,00.00** to TRANE for Phase 2 audit. **(No recommendation from Administrative Services Committee March 12, 2024)(Deferred from the March 19, 2024 Commission Meeting)**

Motion to approve receiving this item as information.

Motion made by Garrett, Seconded by Smith-McKnight.

It was the consensus of the Commission that this item be received as information without objection.

22. Motion to approve Housing and Community Development Department's (HCD's) request to approve the addendum engagement agreement with Cherry Bekaert to continue to provide grant management assistance to the Housing and Community Development Department.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

## **ENGINEERING SERVICES**

23. Motion to **approve** dedication of Water and Sanitary Sewer for Skinner Mill Townhomes subdivision.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

24. Motion to **approve** Supplementing (SA2) Construction Contract of Landfill Phase 3 Cell3B Unfinished Liner-Part2 Construction Services to Morgan Corp. Also, approve supplemental funding for \$2,000,000.00 for completing Cell3B2-Part2 construction. AE/RFP 21-183

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

25. Motion to **approve** Emergency Procurement to Repair Backup Generator

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

## **PUBLIC SAFETY**

26. Motion to approve the purchase of munition for the Richmond County Sheriff's SWAT Team.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

27. Motion to approve the emergency purchase of ammunition for the Richmond County Sheriff's Training Division. The ammunition is being purchased via GA State Contract from Gulf State Distributors.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

28. Motion to approve Inmate Telephone Contract Addendum D.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Motion carries 9-0.

## **LEGAL MEETING**

- A. Pending and Potential Litigation
- B. Real Estate

C. Personnel

Item 33.

29. Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.

ADDENDUM ITEM

1. Motion to approve acceptance of award of GEMA Grants for the Richmond County Sheriff's Office.

It was the consensus of the Commission that this item be added to the agenda without objection.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Williams, Mason, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle.

Mr. Johnson out.

Motion carries 8-0.

CALLED MEETING

COMMISSION CHAMBER

April 30, 2024

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, April 30, 2024, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

ABSENT: Hon. Mason, member of Augusta Richmond County Commission.

Mr. Garrett: All right, now that we have a quorum, I would like to call this meeting to order. Ms. Bonner or Attorney, if you want to –

The Clerk: We're going to ask Attorney McClain if she would please offer the motion for executive session.

**1. LEGAL MEETING**

**A. Pending and potential litigation**

**B. Real estate**

**C. Personnel**

**Ms. McClain: I move (sic) that we go into executive meeting to discuss pending and potential litigation, real estate and personnel.**

**Mr. Frantom: So moved.**

Ms. Scott: Second.

Mr. Garrett: All right, we have a motion and a second. Voting, Ms. Bonner.

**Mr. Johnson and Mr. Lewis out.**

**Motion carries 7-0.**

Mr. Garrett: All right, with that being said, we will enter into executive session.

[EXECUTIVE SESSION]

**2. Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.**

**Mr. Garrett: All right, I'd like to call this meeting back to order. Entertain a motion to exit executive session.**

**Mr. Frantom: So moved.**

Ms. McKnight: Second.

Mr. Garrett: Voting, Ms. Bonner.

**Motion carries 9-0.**

Mr. Garrett: Attorney Brown, do we have any motions?

Mr. Brown: Yes, sir, we have several motions.

**Ms. Douse: Mayor Pro Tem, I would like to request a motion to accept the resignation of General Counsel Wayne Brown, effective July 12, 2024, and provide six months of severance pay by way of salary and benefit continuation and cash out of vacation pay upon the execution of customary settlement and release of claims agreement as he will be available for transition consultation purposes during the severance period.**

**Mr. Frantom: So moved.**

Ms. McKnight: Second.

Mr. Garrett: All right, voting, Ms. Bonner.

**Mr. Williams votes No.**

**Motion carries 8-1.**

**Ms. Douse: Mayor Johnson, I would like to make a motion, request a motion to approve the transfer of real property located at 2815 Regency Blvd. identified as the unhatched portion of Tract A of the attached plat to the Augusta, Georgia Land Bank Authority.**

**Mr. Frantom: So moved.**

Ms. Scott: Second.

Mr. Garrett: Voting, Ms. Bonner.

**Motion carries 9-0.**

Mr. Garrett: Any other items?

**Ms. Douse: There are. I would like to make a motion to approve the transfer of .28 acres of land real property adjacent to 1310 Walker Street to PSH Augusta Downtown, LLC by quit claim deed to, excuse me, let me start over. I would like to make a motion to transfer .28 acres of land, real property, adjacent to 1310 Walker Street by quit claim deed to PSH Downtown Augusta, LLC under the guidance of the Augusta, Georgia Law Department**

**subject to easement and deed restrictions as required by the Augusta Engineering Department.**

**Mr. Frantom: So moved.**

Ms. McKnight: Second.

Mr. Garrett: Motion and a second. Voting, Ms. Bonner.

**Motion carries 9-0.**

Mr. Garrett: Thank you. Next item please.

**Mr. Brown: Mayor Pro Tem, we would like to request a motion to adopt a resolution authorizing the settlement of all claims by Derwin Jackson in the total amount of \$32,500 payable to Derwin Jackson and further authorize the Administrator to disburse the amount to \$32,500 directly to the payee or through the service agent for the Workers Compensation claim waiving any Augusta Richmond County Georgia ordinances in conflict with this resolution for this instance only and for other purposes.**

**Mr. Frantom: So moved.**

Ms. McKnight: Second.

Mr. Garrett: Motion and proper second. Voting, Ms. Bonner.

**Motion carries 9-0.**

Mr. Garrett: Thank you. Attorney. Brown.

**Mr. Brown: We would request a motion to adopt a resolution by Augusta, Georgia Commission to direct the Development Authority of Augusta, Georgia to terminate that certain sub-lease by and between the Development Authority of Augusta, Georgia and C4Live LLC dated January 13, 2020 and related matters.**

**Ms. McKnight: So move.**

Mr. Frantom: Second.

Mr. Garrett: Motion and a very proper second. Voting, Ms. Bonner.

**Motion carries 9-0.**

Mr. Garrett: Attorney Brown, do we have anything else?

Mr. Brown: No, sir.

Mr. Garrett: All right, with that being said, I believe the Mayor has a point of personal privilege and I guess we will allow him to have it.

Mr. Mayor: Thank you, Mayor Pro Tem. I certainly appreciate it. Before I go to my point of personal privilege, I just want to thank Attorney Brown for his commitment to the City for 16 years. We really appreciate it. Thank you for your guidance and everything that you've done. On behalf of the Mayor's office, I appreciate you. Just wanted to let you know saying that.

Mr. Brown: Thank you, sir.

Mr. Mayor: All right, my point of personal privilege is that starting tomorrow, May 1, is Mental Health Awareness Month and with us today we have some mental health professionals that are sitting on the front row. You probably see the green ribbon. They are with the Mental Health America Augusta Chapter so we thank you for being here. A lot of people don't realize how important having a health mind is and having a healthy state of mind so we appreciate your work throughout the community and with your organization across this country we just wanted to recognize you so thank you for being here and thank you for all that you do. Thank you so much.

Mr. Garrett: As Chairman of Serenity Mental Health, I want to thank you guys as well for the work that you do and I know that your work often goes unthanked but we're here to say thank you very much.

Mr. Mayor: All right with that said we're going to turn it over to the committee chairman.

[MEETING ADJOURNED]

Lena J. Bonner  
Clerk of Commission

#### CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on April 30, 2024.

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Clerk of Commission





## Commission Meeting

May 7, 2024

Alcohol License

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|                                                       |                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Planning & Development                                                                                                                                                                                                                                                  |
| <b>Presenter:</b>                                     | Brian Kepner, Deputy Director, Planning and Licensing Divisions                                                                                                                                                                                                         |
| <b>Caption:</b>                                       | <b>A.N. 24-18 - New Location: Madhusudhan Kothakapu</b> requesting <b>Retail Package Beer and Wine</b> located at 3082 Deans Bridge Road. District 5, Super District 9                                                                                                  |
| <b>Background:</b>                                    | New Location – Integrity Investments GA Inc. D/B/A Pick N Mov                                                                                                                                                                                                           |
| <b>Analysis:</b>                                      | Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.                                                                                                                                                                                            |
| <b>Financial Impact:</b>                              | Applicant will pay a fee of \$1,330.00                                                                                                                                                                                                                                  |
| <b>Alternatives:</b>                                  | N/A                                                                                                                                                                                                                                                                     |
| <b>Recommendation:</b>                                | Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements.<br><br>Sheriff's Office approved the application subject to additional information not contradicting applicant's statements. |
| <b>Funds are available in the following accounts:</b> | N/A                                                                                                                                                                                                                                                                     |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                                                                                                                     |

Augusta-Richmond County  
1815 Marvin Griffin Road  
Augusta, GA 30906

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business INTEGRITY INVESTMENTS GA INC DBA PIC N MOV
2. Business Address 3082 DEANS BRIDGE ROAD
3. City AUGUSTA State GEORGIA Zip 30906
4. Business Phone (203) 583-7457 Home Phone (\_\_\_\_) \_\_\_\_\_
5. Applicant Name and Address: MADHUSUDHAN REDDY KOTHAKAPU  
2426 SOUTHDAL DR  
HEPHZIBAH, GEORGIA, 30815
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant:  
NEW LOCATION APPLICATION
8. Business Location: Map & Parcel 096-2-187-00-0 Zoning C
9. Location Manager(s) MADHUSUDHAN REDDY KOTHAKAPU

10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
☒ Yes ( ) No

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 01-05-2023
12. Mailing Address:  
Name of Business INTEGRITY INVESTMENTS GA INC DBA PIC N MOV  
Attention \_\_\_\_\_  
Address 3082 DEANS BRIDGE ROAD  
City/State/Zip AUGUSTA, GEORGIA, 30906
13. Ownership Type: ☒ Corporation ( ) Partnership ( ) Individual
14. Corporate Name: INTEGRITY INVESTMENTS GA INC  
List name and other required information for each person having interest in this business.

| Name                                | Position | SSNO # | Address                                      | Interest |
|-------------------------------------|----------|--------|----------------------------------------------|----------|
| MADHUSUDHAN REDDY KOTHAKAPU (OWNER) |          |        | 4393 TRAYLOR STREET, HEPZIBAH, GEORGIA 30906 |          |
|                                     |          |        |                                              |          |
|                                     |          |        |                                              |          |

15. What type of business will you operate in this location?  
( ) Restaurant ( ) Lounge ☒ Convenience Store  
( ) Package Store ( ) Other: \_\_\_\_\_

| License Information     | Liquor | Beer | Wine | Dance | Sunday Sales |
|-------------------------|--------|------|------|-------|--------------|
| Retail Package Dealer   |        | YES  | YES  |       |              |
| Consumption on Premises |        |      |      |       |              |
| Wholesale               |        |      |      |       |              |

Total License Fee: \$ \_\_\_\_\_  
Prorated License Fee: (After July 1 ONLY) \$ \_\_\_\_\_

16. Have you ever applied for an Alcohol Beverage License before: YES (10-27-2023)  
If so, give year of application and its disposition: ARCHY INVESTMENTS LLC DBA POPS LUCKY STORE, 3780 FARMERS BRIDGE ROAD, HEPZIBAH, GA, 30906
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ☒ Yes ( ) No If so, please initial. \_\_\_\_\_



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.

19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes ☒ No  
If yes, give full details: \_\_\_\_\_

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ( ) Yes ☒ No  
If yes, give reason charged or held, date and place where charged and its disposition. \_\_\_\_\_

21. List owner or owners of building and property.  
SUCHITHPAL REDDY LANKALA (BUILDING OWNER)

22. List the name and other required information for each person, firm or corporation having any interest in the business.  
MADHUSUDHAN REDDY KOTHAKAPU (100% OWNERSHIP)

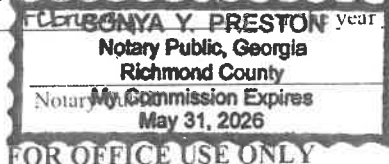
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

A.) Church 1100' C.) School OVER 1 MILE  
B.) Library OVER A MILE D.) Public Recreation OVER A MILE

24. State of Georgia, Augusta-Richmond County, I, MADHUSUDHAN REDDY KOTHAKAPU  
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.

Applicant Signature Madu

25. I hereby certify that Madu is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.  
This 16 day of February, year 2024



| Department Recommendation | Approve | Deny | Comments |
|---------------------------|---------|------|----------|
| Alcohol Inspector         |         |      |          |
| Sheriff                   |         |      |          |
| Fire Inspector            |         |      |          |

The Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_  
(Approved. Disapproved) the foregoing application.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** A.N. 24-18

**Application Type:** Retail Package Beer, and Wine - New Location

**Business Name:** Pick N Mov

**Hearing Date:** April 30, 2024

**Prepared By:** Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning and Development Department

**Applicant:** Madhusudhan Kothakapu

**Property Owner:** Suchithpal Lankala

**Address of Property:** 3082 Deans Bridge Road

**Tax Parcel #:** 096-2-187-00-0

**Commission Districts:** District 5, Super District 9

### ANALYSIS:

#### Location Restrictions:

- **Zoning:** Neighborhood Business, B-1
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

### ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

- **Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous Revocation of License** – If the applicant is a person whose license issued under the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

**FINANCIAL IMPACT:** The applicant will pay a fee of \$1,330.00

**RECOMMENDATION:**

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

**NOTE:** The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all information available at that time.



## Public Services Committee

March 26, 2024

Modular Trailers

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|                                                       |                                                                                                                                                                      |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | N/A                                                                                                                                                                  |
| <b>Presenter:</b>                                     | N/A                                                                                                                                                                  |
| <b>Caption:</b>                                       | Update from Planning and Zoning Dept. regarding the Modular Trailers on the corner of Morning and Hwy. 25 status. <b>(Requested by Commissioner Wayne Guilfoyle)</b> |
| <b>Background:</b>                                    | N/A                                                                                                                                                                  |
| <b>Analysis:</b>                                      | N/A                                                                                                                                                                  |
| <b>Financial Impact:</b>                              | N/A                                                                                                                                                                  |
| <b>Alternatives:</b>                                  | N/A                                                                                                                                                                  |
| <b>Recommendation:</b>                                | N/A                                                                                                                                                                  |
| <b>Funds are available in the following accounts:</b> | N/A                                                                                                                                                                  |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                  |

**Lena Bonner**

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**From:** Commissioner Wayne Guilfoyle  
**Sent:** Thursday, March 21, 2024 8:46 AM  
**To:** Lena Bonner; Commissioner Tony Lewis; Commissioner Francine Scott  
**Subject:** Administrative Services Committee

Mrs. Bonner, can you add to the Administrative Service committee?

Planning and Zoning Dept. to discuss the Modulars Trailers on the corner of Morning and Hwy. 25 status. Thanks Wayne Guilfoyle

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AFD-104.1







## Commission Meeting

May 7, 2024

### Massage Operator's License Application

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|                                                       |                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Planning and Development                                                                                                                                                                                                                                                                     |
| <b>Presenter:</b>                                     | Brian Kepner, Deputy Director, Planning and Licensing Divisions                                                                                                                                                                                                                              |
| <b>Caption:</b>                                       | A request by <b>Tiffany McGuire</b> for <b>Massage Operator's License</b> to be used in connection with Mindful Relief located at 1502 Monte Sano Avenue. District 2, Super District 9.                                                                                                      |
| <b>Background:</b>                                    | New Location                                                                                                                                                                                                                                                                                 |
| <b>Analysis:</b>                                      | The applicant meets the requirements of the City of Augusta's Massage Therapy Ordinance.                                                                                                                                                                                                     |
| <b>Financial Impact:</b>                              | The applicant will pay an application fee of \$120.00, and a fee based on Gross Revenue.                                                                                                                                                                                                     |
| <b>Alternatives:</b>                                  | N/A                                                                                                                                                                                                                                                                                          |
| <b>Recommendation:</b>                                | Planning & Development recommends approval of the application subject to additional information not contradicting the applicant's statements.<br><br>Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements. |
| <b>Funds are available in the following accounts:</b> | N/A                                                                                                                                                                                                                                                                                          |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                                                                                                                                          |

**PERSONNEL STATEMENT**  
**1803 MARVIN GRIFFIN ROAD**  
**AUGUSTA, GA. 30906**

- 1) Full Name of Applicant: Tiffany Kay McGuire
- 2) Home Address: 2501 Castlewood Drive Augusta, GA 30904
- 3) Telephone #:                      #:                      Date of Birth                       
 High School Diploma: Yes ☒ No ☐ or GED: Yes ☐ No ☐
- 4) Trade name of Business of which personnel statement is a part of: mindful Relief
- 5) Business Address: 2501 Castlewood Drive Augusta, GA 30904
- 6) Business Telephone:
- 7) Position of Applicant in Business: Owner
- 8) Other names used by applicant: maiden name, names used in former marriages, alias, stage name and/or nicknames N/A
- 9) Place of Birth: Augusta, GA U.S. Citizen ☒ yes ( ) no  
 Naturalized: N/A Date, Place and Court: N/A  
 Certification No: N/A
- 10) Marital Status: ( ) Married ( ) Divorced ( ) Separated ( ) Widowed ☒ Single
- 11) If married, divorced, or widowed, complete the information requested below.  
 Full name of spouse: N/A SS# N/A
- 12) Applicants: Height: 5'4" Weight: 160 Age: 46  
 Color Hair: Blonde Color Eyes: Green

13) Employment Records: (Give most recent experience first. If self-employed, give details)

| From  |      | To      |      | Occupation and Description of Duties Performed | Salaries Received | Employees | State | Reason for Leaving |
|-------|------|---------|------|------------------------------------------------|-------------------|-----------|-------|--------------------|
| Month | Year | Month   | Year |                                                |                   |           |       |                    |
| 4/22  |      | present |      | HR manager                                     |                   | 130       | GA    | N/A                |
| 11/19 |      | 7/21    |      | HR Director                                    |                   | 150       | GA    | Laid off           |
| 2/18  |      | 2/19    |      | HR Talent mgr.                                 |                   | 4500      | GA    | Resigned           |
| 10/15 |      | 9/16    |      | HR manager                                     |                   | 75        | GA    | Resigned           |
| 4/13  |      | 4/15    |      | HR Director                                    |                   | 150       | GA    | Resigned           |

14) List in reverse chronological order all of your residence for the past ten years.

| From  |      | Street              | City    | State |
|-------|------|---------------------|---------|-------|
| Month | Year |                     |         |       |
| 10    | 2011 | 2501 Castlewood Dr. | Augusta | GA    |
|       |      |                     |         |       |
|       |      |                     |         |       |
|       |      |                     |         |       |
|       |      |                     |         |       |

15) References: Give three personal references, not relatives, former employers, fellow employees, or school teachers, who are responsible, reputable, adults, business or professional men or women, who have known you well during the past five years. (Name, residence, business, address, and number of years known).

16) Military service: (Serial numbers, branch of service, period of service, type of discharge)

N/A

17) Have you ever been arrested, or held by Federal, State, or other law enforcement authorities, for any violations of any federal, state, county, or municipal law, regulation or ordinance? (Do not include traffic violations, unless they are offenses pertaining to alcohol or drugs, such as driving under the influence.) All other charges must be included even if they were dismissed: Give reason charged or held, date, place where charged and disposition. NO

18) Attach two (2) copies of driver's license and or picture I.D. to application.

Note: Before signing this statement, check all answers and explanations to see that you have answered all questions correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herein.

#### VERIFICATION

State of Georgia Richmond County

Tiffany McGuire do solemnly swear, subject to the penalties of false swearing that the statements and answers made by me as the applicant in the foregoing personnel statement are true.

Tiffany McGuire  
Applicant's signature (Full name in ink)

I hereby certify that Tiffany McGuire (the above signed person) is personally known to me, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made therein, and, under oath.

This 4 day of MARCH in the year 2024

Tara Finlay  
Notary Public

Sheriff Department Approval \_\_\_\_\_ Disapproval \_\_\_\_\_



## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** Discussion

**Application Type:** Massage Operators License

**Business Name:** Mindful Relief

**Hearing Date:** April 30, 2024

**Prepared By:** Brian Kepner, Deputy Director, Planning & Licensing Divisions, Planning & Development

**Applicant:** Tiffany McGuire

**Property Owner:** Blue Jay Properties, LLC

**Address of Property:** 1502 Monte Sano Avenue

**Tax Parcel #:** 044-1-199-01-0

**Commission Districts:** District 2, Super District 9

**Background:** New Location

### ANALYSIS:

Location Restrictions:

- **Zoning:** General Business – B-2

### LICENSE REQUIREMENTS:

- Any person desiring to own, operate, conduct, or carry on in Augusta, Georgia, the business of offering or providing massage therapy, before doing so shall have in his/her possession the current operator's license. A licensee holding an operator's license under this chapter is not authorized or licensed to actually perform the massage therapy on the customers of the massage therapy business unless such licensee also holds a massage therapy license. Any person other than an exempt person, employed or otherwise engaged by a massage therapy business to perform massage therapy on members of the public shall, prior to engaging in such activity, have in person's possession, a then current massage therapy license issued by the Augusta-Richmond County Commission. A licensee holding a massage therapy license is not licensed to own, operate, conduct, or carry on a massage therapy business without an operator's license. Any massage therapy business which does not maintain an office in Augusta-Richmond County, but which sends a massage therapist into Augusta-Richmond County to provide massage therapy on an outcall basis, must possess an operator's License. Any person providing massage on an outcall basis must possess a massage therapy license.

### Qualifications for Operator's License, Section 6-4-3

- Must be at least 18 years of age and have received a high school diploma or graduate equivalency diploma.
- Must be a citizen of the United States or alien lawfully admitted.
- Must show ownership in the business.
- Consent to criminal background check. No operator's license shall be issued to any person convicted of or pleading guilty or nolo contendere to any charge under any federal, state, or local law within ten (10) years prior to filing date of the application for an operator's license.
- No operator's license shall be issued to any person who has had any license under the police powers of Augusta revoked within two (2) years to filing the application for an operator's license,
- If a person in whose name an operator's license is issued is not a resident of Augusta, such person must appoint and continuously maintain in Augusta a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served.
- An operator's license may be denied where it appears to the Augusta-Richmond County Commission that the applicant does not have adequate financial strength or adequate financial participation on the proposed business to direct and manage its affairs, or where it appears that the applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted.

**FINANCIAL IMPACT:** The applicant will pay an administrative fee of \$120.00 for the Massage Operator's License, and a fee based on estimated gross revenue reported.

### RECOMMENDATION:

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

**NOTE:** The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all information available at that time.



## Commission Meeting

May 7, 2024

Emergency – Charles B. Webster Detention Center Main Corridor Roof Replacement

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|                                                       |                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Central Services Department                                                                                                                                                                                                                                                                                                               |
| <b>Presenter:</b>                                     | Ron Lampkin                                                                                                                                                                                                                                                                                                                               |
| <b>Caption:</b>                                       | Receive as information the emergency request for the removal and replacement of Charles B. Webster Detention Center main corridor roof in the amount of \$120,793.00 by Hixon's Commercial Roofing.                                                                                                                                       |
| <b>Background:</b>                                    | Numerous consistent leaks were detected inside the main corridor of the Charles B. Webster Detention Center. This corridor connects E, F, H, and I Pods to the central tower and main entrance. As this corridor is heavily utilized by inmates and Charles B. Webster personnel, present standing water poses a safety risk (slip/fall). |
| <b>Analysis:</b>                                      | Hixon's Commercial Roofing has completed the corresponding work.                                                                                                                                                                                                                                                                          |
| <b>Financial Impact:</b>                              | \$120,793.00 – 330-05-1120/53.19120<br>224-05-6116/53.19120                                                                                                                                                                                                                                                                               |
| <b>Alternatives:</b>                                  | A – Receive as information<br>B – Do not receive as information                                                                                                                                                                                                                                                                           |
| <b>Recommendation:</b>                                | Receive as information the emergency request for the removal and replacement of Charles B. Webster Detention Center main corridor roof in the amount of \$120,793.00 by Hixon's Commercial Roofing.                                                                                                                                       |
| <b>Funds are available in the following accounts:</b> | \$120,793.00 – 330-05-1120/53.19120<br>224-05-6116/53.19120                                                                                                                                                                                                                                                                               |



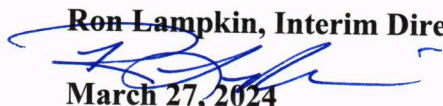
## Central Services Department

Ron Lampkin, Interim Director  
Scarlet Green, Business Analyst

2760 Peach Orchard Road, Augusta, GA 30906  
(706) 828-7174 Phone (706) 796-5077 Fax

### MEMORANDUM

**TO:** Geri Sams, Director, Procurement Department

**FROM:**  Ron Lampkin, Interim Director, Central Services Department

**DATE:** March 27, 2024

**SUBJECT:** Emergency Memo – Charles B. Webster Roof Repairs

---

In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as notification of an emergency at the Charles B. Webster Detention Center regarding roof repairs.

The hallway leading from the central tower down to the F, H and I Pods at the Charles B. Webster Detention Center is experiencing numerous leaks. These leaks are persistently causing interior issues and water damage to the walls, ceiling, and flooring. An assessment was performed, and it was determined that repairs would need to be made to several areas of the roof. It is imperative that the maintenance process continues to preserve the safety of personnel and inmates, as well as the integrity of the structure. Hixon's Commercial Roofing was deemed qualified to make the repairs to the roofing for this facility.

Please process a purchase order for Hixon's Commercial Roofing in the amount of \$120,793.00 for the repairs to the roof.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr

**Hixon's Commercial Roofing**

03/04/2024

**Company Representative**  
Tyler Hixon  
Phone: (803) 341-1483  
tylerhixon@hixonsroofing.com

**Timothy Howard**  
**Charles B. Webster Dentention Center (Walkway Replacement)**  
1941 Phinizy Road  
Augusta, GA 30906  
(706) 305-8396

Job: Timothy Howard

**Roofing Section**

Mobilization  
Clean Loose Debris From Roof  
Mechanically Attached Duro-last 50 Mil (White) Membrane Roofing System Per Manufactures Specifications  
Fully Adhere Durolast Wall Flashing  
Flash Around All Curbs and Roof Penetrations  
Install Pitch Pockets for A/C Units  
Install New Pipe Boots  
Clean Up Work Area and Dispose of Generated Waste

---

**\$97,821.00****Roofing Section**

Remove and Properly Dispose of Existing Metal Coping  
Install New Duro-Last Two Part Compression Metal Base  
Install New Duro-Last Two Part Compression Metal Face  
Clean Up Work Area and Dispose of Generated Waste

---

**\$22,972.00****TOTAL****\$120,793.00**

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Company Authorized Signature

---

Date

---

Customer Signature

---

Date



AUGUSTA-RICHMOND COUNTY GEORGIA

PURCHASING DEPARTMENT

REQUISITION

REQUISITION  
REQUISITION DATE 3/27/2024  
PURCHASE ORDER NUMBER  
PURCHASE ORDER DATE

ARTMENT NAME Central Services Department  
ARTMENT NUMBER See Account Listed Below  
DEPARTMENT HEAD

| ITEM NO                                      | DESCRIPTION                                         | QUANTITY | NAME OF BIDDER     |              | UNIT PRICE   | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
|----------------------------------------------|-----------------------------------------------------|----------|--------------------|--------------|--------------|-------------|------------|-------------|------------|-------------|
|                                              |                                                     |          | VENDOR             | PHONE NUMBER |              |             |            |             |            |             |
| 1                                            | Walkway Replacement to the Hallway Leading from the | 1        | Hixon's Commercial | 803-341-1483 |              |             |            |             |            |             |
| 2                                            | Central Tower Down to the F.H and I Pods at the     |          |                    |              |              | 120,793.00  |            |             |            |             |
| 3                                            | Charles B. Webster Detention Center.                |          |                    |              |              |             |            |             |            |             |
| 4                                            |                                                     |          |                    |              |              |             |            |             |            |             |
| 5                                            | (Emergency)                                         |          |                    |              |              |             |            |             |            |             |
| 6                                            |                                                     |          |                    |              |              |             |            |             |            |             |
| 7                                            | Charge:                                             |          |                    |              |              |             |            |             |            |             |
| 8                                            | 330051120 / 5319120                                 |          |                    |              |              |             |            |             |            |             |
| 9                                            | 224056116 / 5319120                                 |          |                    |              |              |             |            |             |            |             |
| 10                                           |                                                     |          |                    |              |              |             |            |             |            |             |
| 11                                           |                                                     |          |                    |              |              |             |            |             |            |             |
| 12                                           |                                                     |          |                    |              |              |             |            |             |            |             |
| 13                                           |                                                     |          |                    |              |              |             |            |             |            |             |
| 14                                           |                                                     |          |                    |              |              |             |            |             |            |             |
| 15                                           |                                                     |          |                    |              |              |             |            |             |            |             |
| 16                                           |                                                     |          |                    |              |              |             |            |             |            |             |
| 17                                           |                                                     |          |                    |              |              |             |            |             |            |             |
| 18                                           |                                                     |          |                    |              |              |             |            |             |            |             |
| 19                                           |                                                     |          |                    |              |              |             |            |             |            |             |
| 20                                           |                                                     |          |                    |              |              |             |            |             |            |             |
| 21                                           |                                                     |          |                    |              |              |             |            |             |            |             |
| TOTAL BID                                    |                                                     |          |                    |              | \$120,793.00 |             |            |             |            |             |
| SHIPPING CHARGES                             |                                                     |          |                    |              |              |             |            |             |            |             |
| DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER |                                                     |          |                    |              |              |             |            |             |            |             |



## Commission Meeting

May 7, 2024

### Emergency – Augusta Commons Electrical Issues

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Central Services Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Presenter:</b>                                     | Ron Lampkin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Caption:</b>                                       | Approve an addition of \$7,000.00 for construction services and oversight to the Commission approved emergency request for the evaluation of the Augusta Commons electrical distribution system in the total amount of \$35,000.00 by Johnson Laschober & Associates, P.C.                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Background:</b>                                    | Johnson Laschober & Associates have been working with the deficiencies relating to the circuits and underground wiring that were detected at the Augusta Commons location. These findings were presented to the Commission during the Administrative Services Committee on August 29, 2023, Item #10 due to an eminent safety risk of the area. Johnson Laschober & Associates is working to comply with electrical and safety regulations through an evaluation of the current condition of the electrical distribution system. The Bid phase was included to have oversight of the construction by JLA. This is to ensure design and electrical codes requirements are met by the awarded contractor. |
| <b>Analysis:</b>                                      | Johnson Laschober & Associates, P.C. is performing the corresponding work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Financial Impact:</b>                              | Original Approved Amount: \$28,000.00<br>Revised Amount: \$35,000.00<br>\$35,000.00 – 272016210/54.12110                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives:</b>                                  | A – Approve<br>B – Do not Approve                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Recommendation:</b>                                | Approve an addition of \$7,000.00 for construction services and oversight to the Commission approved emergency request for the evaluation of the Augusta Commons electrical distribution system in the total amount of \$35,000.00 by Johnson Laschober & Associates, P.C.                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Funds are available in the following accounts:</b> | \$35,000.00 – 272016210/54.12110                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



## Central Services Department

Ron Lampkin, Interim Director  
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906  
(706) 828-7174 Phone (706) 796-5077 Fax

### MEMORANDUM

**TO:** Geri Sams, Director, Procurement Department  
**FROM:** ~~Ron Lampkin~~, Interim Director, Central Services Department  
**DATE:** April 4, 2024  
**SUBJECT:** Emergency Memo – Augusta Commons Electrical Issues

---

In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as notification of an emergency at the Augusta Commons relating to electrical issues.

During recent work at the Augusta Commons location, deficiencies related to circuits, and underground wiring were detected. These findings present an eminent safety risk, thus constituting an emergency. To comply with electrical and safety regulations, a thorough evaluation of the current condition of the electrical distribution system will be performed. by Johnson, Laschober and Associates, P.C. The Bid phase was included to have oversight of the construction by JLA. This is to ensure design and electrical codes requirements are met by the awarded contractor.

Please proceed with the attached quote from Johnson, Laschober & Associated, P.C. in the amount of \$35,000.00 for the previously mentioned actions.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr



AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT

REQUISITION

REQUISITION:

REQUISITION DATE: 04/04/2024

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

DEPARTMENT NAME: Central Services Department  
DEPARTMENT NUMBER: 272016210/54.12110  
DEPARTMENT HEAD: 

|                                              |                                                                 | NAME OF BIDDER                 |              | NAME OF BIDDER    |            | NAME OF BIDDER |            |             |
|----------------------------------------------|-----------------------------------------------------------------|--------------------------------|--------------|-------------------|------------|----------------|------------|-------------|
|                                              |                                                                 | Johnson Laschober & Associates |              |                   |            |                |            |             |
|                                              |                                                                 | (706-724-5756)                 |              |                   |            |                |            |             |
|                                              |                                                                 | QUOTED BY                      |              | Howard Wayt, P.E. |            |                |            |             |
| ITEM NO                                      | DESCRIPTION                                                     | Quantity                       | Unit Price   | Total Price       | Unit Price | Total Price    | Unit Price | Total Price |
| 1                                            | AUGUSTA COMMONS ELECTRICAL IMPROVEMENTS:<br>ASSESSMENT & DESIGN | 1                              | \$ 22,500.00 | \$ 22,500.00      |            |                |            |             |
| 2                                            | BID PHASE SERVICES                                              | 1                              | \$ 4,500.00  | \$ 4,500.00       |            |                |            |             |
| 3                                            | CONSTRUCTION PHASE SERVICES                                     | 1                              | \$ 5,500.00  | \$ 5,500.00       |            |                |            |             |
| 4                                            | REIMBURSABLE ALLOWANCE                                          | 1                              | \$ 2,500.00  | \$ 2,500.00       |            |                |            |             |
| 5                                            |                                                                 |                                |              |                   |            |                |            |             |
| 6                                            |                                                                 |                                |              |                   |            |                |            |             |
| 7                                            |                                                                 |                                |              |                   |            |                |            |             |
| 8                                            | Emergency                                                       |                                |              |                   |            |                |            |             |
| 9                                            | Proposal #181 R1                                                |                                |              |                   |            |                |            |             |
| 10                                           | See attachments. Vendor verified 4/4/24 quote is still valid.   |                                |              |                   |            |                |            |             |
| 11                                           | Administrative Services Committee Meeting Minutes               |                                |              |                   |            |                |            |             |
| 12                                           | Item #10                                                        |                                |              |                   |            |                |            |             |
| 13                                           |                                                                 |                                |              |                   |            |                |            |             |
| 14                                           |                                                                 |                                |              |                   |            |                |            |             |
| 15                                           |                                                                 |                                |              |                   |            |                |            |             |
| 16                                           |                                                                 |                                |              |                   |            |                |            |             |
| 17                                           |                                                                 |                                |              |                   |            |                |            |             |
| 18                                           |                                                                 |                                |              |                   |            |                |            |             |
| 19                                           |                                                                 |                                |              |                   |            |                |            |             |
| 20                                           |                                                                 |                                |              |                   |            |                |            |             |
| TOTAL BID                                    |                                                                 |                                | \$           | 35,000.00         |            |                |            |             |
| SHIPPING CHARGES                             |                                                                 |                                |              |                   |            |                |            |             |
| DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER |                                                                 |                                |              |                   |            |                |            |             |



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

**FEE AGREEMENT****DATE:** 7/18/23**PROPOSAL #:** 181 R1

R1: 1/10/24

**TO:** Maria Rivera-Rivera  
Augusta-Richmond County**SENT BY:**☐ PHONE☐ FAX☒ EMAIL MRivera-Rivera@augustaga.gov**RE:** Augusta Common Electrical Improvements**BY:** Howard Wayt, P.E.

**FEE ARRANGEMENT:** Assessment and Design - \$22,500  
 Bid Phase Services - \$4,500  
 Construction Phase Services - \$5,500  
 Reimbursable Allowance - \$2,500  
**TOTAL: \$35,000**

**LOCATION:** Augusta Common  
 Augusta, GA

**SCOPE OF SERVICES:**

Johnson, Laschober & Associates (JLA) appreciates the opportunity to provide a fee proposal for electrical engineering services to Augusta-Richmond County for an evaluation and redesign of the electrical distribution systems for the Augusta Common between Broad and Reynolds Streets in Augusta, GA.

Scope of Services shall include the following under this contract:

- Evaluation of the existing function and condition of the electrical distribution and lighting systems.
- Determination of desired function for the electrical distribution and lighting systems.
- Design modifications and/or upgrades to the electrical distribution systems.

Deliverables shall include the following under this contract:

- A memo reporting the results of the evaluation and recommendations for design.
- Design drawings.

JLA proposes to perform the following bid related services:

- Appropriate bid documents to Augusta Richmond County Procurement.
- Attend a pre-bid meeting if required.
- Answer questions to assist the owner in issuing addenda, as necessary.

JLA proposes to perform the following construction related services:

- Answer Contractor questions and Requests for Information (RFI's.)
- Perform up to three (3) site visits during construction to observe compliance with the design intent.
- Provide clarifying sketches, if required for the contractor.

**SPECIAL CONDITIONS:**

- JLA proposes to be given a reimbursable allowance of \$2500 for the performance of additional design and support services if needed.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

JOHNSON, LASCHOB & ASSOCIATES, P.C.

Rett Harbeson, PLA



## Terms and Conditions

Johnson, Laschober & Associates P.C. (JLA) shall perform the services outlined in this agreement for the stated fee agreement.

**Access to Site** -- Unless otherwise stated, JLA will have access to the site for activities necessary for the performance of the services. JLA will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

**Fee** -- The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

**Billings/Payments** -- Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and JLA may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

**Indemnifications** -- The Client shall indemnify and hold harmless JLA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except JLA) or anyone for whose acts any of them may be liable.

**Hidden Conditions** -- A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If JLA has reason to believe that such a condition may exist JLA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) JLA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, JLA shall not be responsible for the existing condition nor any resulting damages to persons or property.

**Risk Allocation** -- In recognition of the relative risks, rewards and benefits of the project to both the Client and JLA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, JLA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of JLA's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to JLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**Jobsite Safety** -- Neither the professional activities of JLA, nor the presence of JLA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JLA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, JLA, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

**Termination of Services** -- This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay JLA for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Ownership Documents** -- All documents produced by JLA under this agreement shall remain the property of JLA and may not be used by this Client for any other endeavor without the written consent of JLA.

**Applicable Law** -- Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of JLA.

Johnson, Laschober & Associates, P.C.:

Accepted by **(Client Name)** :

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name/title)

\_\_\_\_\_  
(printed name/title)

Billing Address: \_\_\_\_\_

\_\_\_\_\_  
(executed agreement date)

**Katie Cornelius**

---

**From:** Rett Harbeson <rharbeson@thejlagroup.com>  
**Sent:** Wednesday, April 3, 2024 2:20 PM  
**To:** Maria Rivera-Rivera  
**Cc:** Katie Cornelius; Scarlet Green  
**Subject:** RE: [EXTERNAL] RE: Augusta Commons - Electrical Upgrades Proposal

My original proposal is still good.

Thanks, Rett

Everett D. Harbeson III, PLA  
CLARB Certified Landscape Architect  
Johnson, Laschober & Associates, P.C.  
1296 Broad Street  
Augusta, Georgia 30901  
Tel. 706.724.5756  
Cell 706.394.2052  
Fax 706.724.3955  
Email: [rharbeson@theJLAgroup.com](mailto:rharbeson@theJLAgroup.com)

---

**From:** Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>  
**Sent:** Wednesday, April 3, 2024 1:38 PM  
**To:** Rett Harbeson <rharbeson@thejlagroup.com>  
**Cc:** Katie Cornelius <KCornelius@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>  
**Subject:** RE: [EXTERNAL] RE: Augusta Commons - Electrical Upgrades Proposal

Good afternoon,

Just wanted to verify if you were able to update the quote for the Augusta Commons electrical project?

Thanks,  
Maria Rivera-Rivera

---

**Maria Rivera-Rivera | Deputy Director, Facilities**  
**Augusta – Richmond County | Central Services Department**  
2760 Peach Orchard Rd | Augusta, Georgia 30906  
(p) 706-821-1629 | (f) 706-796-5077  
[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)







## ADMINISTRATIVE SERVICES COMMITTEE MEETING MINUTES

Commission Chamber  
Tuesday, August 29, 2023  
1:20 PM

### ADMINISTRATIVE SERVICES

#### PRESENT

Mayor Garnett Johnson  
Commissioner Francine Scott  
Commissioner Tony Lewis  
Commissioner Sean Frantom  
Commissioner Jordan Johnson

1. Presentation of the Rightsizing Plan recommendations by Interim Administrator Douse. **(No recommendation from Administrative Services Committee July 11, 2023 - referred from July 18 Commission meeting)**

Motion to approve the Rightsizing Plan as presented.

Motion made by Johnson, Seconded by Scott.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

2. Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of nineteen Ford F150s, at a total cost of \$818,612 from Allan Vigil Ford for various departments.

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

It was the consensus of the committee that this item be approved without objection.

3. Motion to approve quantity one (1) Healthy Homes Project located at 2363 Mt. Auburn Street.

Motion to approve.

Motion made by Frantom, Seconded by Lewis.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

4. Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Capitalrise, LLC to

Motion carries 4-0.

10. Receive as information the emergency request for the evaluation of the current conditions of the electrical distribution system at the Augusta Commons in the amount of \$28,000.00 by Johnson Laschober & Associates, P.C..

Motion to approve.

Motion made by Frantom, Seconded by Lewis.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

11. Receive as information the emergency request for the demolition of the 4 5<sup>th</sup> Street building in the amount of \$37,250.00 by Thompson Building Wrecking Co.

Motion to approve.

Motion made by Frantom, Seconded by Lewis.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

12. Request and discuss Information regarding the city's grant application process including seeking grants works. **(Requested by Commissioner Stacy Pulliam)**

Motion to approve tasking the Administrator with compiling a consolidated listing of grants for commissioners.

Motion made by Frantom, Seconded by Johnson.

It was the consensus of the committee that this item be approved without objection.

13. Request that the Augusta-Richmond County Board of Commissioners instruct the Board of Assessors, Chief Appraiser and/or their designee to appeal the 2022 Georgia Department of Audits and Accounts (DOAA) Sales Ratio Study, and to 'to refer the question of correctness of the current (2022) equalized adjusted property tax digest of the local school system to the state auditor' as permitted by Georgia Code 48-5-274, and to authorize the Board of Assessors, Chief Appraiser, and/or their designee to act on behalf of Augusta-Richmond County in any related hearings

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

14. **Discuss** enhance lighting improvement to address safety concerns at the Augusta Judicial Center. **(Requested by Commissioner Wayne Guilfoyle)**

It was the consensus of the committee that this item be received as information without objection.

15. Motion to approve the minutes of the Administrative Services Committee held on August 8, 2023.

Motion to approve.



Approved 8/29/23  
Item #10

Item 38.



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

## FEE AGREEMENT

**PROPOSAL #:** 181

**DATE:** 7/18/23

**TO:** Maria Rivera-Rivera  
Augusta-Richmond County

**SENT BY:** ☐ PHONE  
☐ FAX  
☒ EMAIL MRivera-Rivera@augustaga.gov

**RE:** Augusta Common Electrical Improvements

**BY:** Howard Wayt, P.E.

**FEE ARRANGEMENT:** Assessment and Design - \$22,500  
Construction Phase Services - \$5,500  
**TOTAL: \$28,000**

**LOCATION:** Augusta Common  
Augusta, GA

### SCOPE OF SERVICES:

Johnson, Laschober & Associates (JLA) appreciates the opportunity to provide a fee proposal for electrical engineering services to Augusta-Richmond County for an evaluation and redesign of the electrical distribution systems for the Augusta Common between Broad and Reynolds Streets in Augusta, GA.

Scope of Services shall include the following under this contract:

- Evaluation of the existing function and condition of the electrical distribution and lighting systems.
- Determination of desired function for the electrical distribution and lighting systems.
- Design modifications and/or upgrades to the electrical distribution systems.

Deliverables shall include the following under this contract:

- A memo reporting the results of the evaluation and recommendations for design.
- Design drawings.

JLA proposes to perform the following construction related services:

- Answer Contractor questions and Requests for Information (RFI's.)
- Perform up to three (3) site visits during construction to observe compliance with the design intent.
- Provide clarifying sketches, if required for the contractor.

### SPECIAL CONDITIONS:

- None.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

JOHNSON, LASCHOBBER & ASSOCIATES, P.C.

  
Rett Harbeson, PLA



## Commission Meeting

May 7, 2024

Emergency – Diamond Lakes Tennis Courts

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|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Central Services Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Presenter:</b>                                     | Ron Lampkin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Caption:</b>                                       | Receive as information the emergency request for the replacement of all decks, ADA ramps, staircases, and railings at the Diamond Lakes Tennis Courts in the amount of \$191,850.00 by Horizon Construction & Associates.                                                                                                                                                                                                                                                                                    |
| <b>Background:</b>                                    | Diamond Lakes Tennis Court Building requires the immediate replacement of all decks, ADA ramps, staircases, and railings due to rotting wood. The area is currently unsafe, structure footing is loose, wood panels present holes and railings are loose from the structure. All these conditions could potentially result in a trip and/or falling risk to constituents, employees and children utilizing the facility. It is imperative that the corrective process takes place to preserve public safety. |
| <b>Analysis:</b>                                      | Horizon Construction & Associates has performed the corresponding work.                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Financial Impact:</b>                              | <p>\$191,850.00</p> <p>GL: 330-05-1120/54.13120</p> <p>JL: 224-05-4117/54.13120</p>                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Alternatives:</b>                                  | <p>A – Receive as information</p> <p>B – Do not receive as information</p>                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Recommendation:</b>                                | Receive as information the emergency request for the replacement of all decks, ADA ramps, staircases, and railings at the Diamond Lakes Tennis Courts in the amount of \$191,850.00 by Horizon Construction & Associates.                                                                                                                                                                                                                                                                                    |
| <b>Funds are available in the following accounts:</b> | <p>\$191,850.00</p> <p>GL: 330-05-1120/54.13120</p> <p>JL: 224-05-4117/54.13120</p>                                                                                                                                                                                                                                                                                                                                                                                                                          |



## Central Services Department

Ron Lampkin, Interim Director

Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906

(706) 828-7174 Phone (706) 796-5077 Fax

### MEMORANDUM

**TO:** Geri Sams, Director, Procurement Department

**FROM:** Ron Lampkin, Interim Director, Central Services Department

**DATE:** April 3, 2024

**SUBJECT:** Emergency Memo

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In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as a notification of an emergency at the Diamond Lakes Tennis Courts relating to safety and ADA compliance.

Diamond Lakes Tennis Court Building requires the immediate replacement of all decks, ADA ramps, staircases, and railings due to rotting wood. Currently the area is unsafe, structure footing is loose, wood panels present holes and railings are loose from the structure. All these conditions could potentially result in a trip and/or falling risk to constituents and employees utilizing the facility. Work is presently underway to address this critical need, since replacing the decks, staircases, and railings is essential to preventing potential injuries to children using these locations.

Please process a purchase order to Horizon Construction & Associates in the amount of \$191,850.00 for the immediate replacement of the decking structure.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr



**AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT**

**REQUISITION**

**ITEM NAME:** Central Services Department

**ITEM NUMBER:** Varies, see below

**DEPARTMENT HEAD:**



**REQUISITION:**

**REQUISITION DATE:** 04/03/2024

**PURCHASE ORDER NUMBER:**

**PURCHASE ORDER DATE:**

| ITEM NO                                      | DESCRIPTION                                                                                                                                                                                                            | Quantity | NAME OF BIDDER                    |               | NAME OF BIDDER |             | NAME OF BIDDER |             |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------|---------------|----------------|-------------|----------------|-------------|
|                                              |                                                                                                                                                                                                                        |          | Horizon Construction & Associates |               |                |             |                |             |
|                                              |                                                                                                                                                                                                                        |          | Unit Price                        | Total Price   | Unit Price     | Total Price | Unit Price     | Total Price |
| 1                                            | DIAMOND LAKES COURTS DECK / 102 DIAMOND LAKES WAY - DEMOLITION OF EXISTING: ALL WOOD DECKS AND RAMPS, REMOVAL OF ALL WOOD FRAMES AND CONCRETE FOOTERS AND REPLACEMENT OF ALL DECKS, ADA RAMPS, STAIRCASES AND RAILINGS | 1        | \$ 191,850.00                     | \$ 191,850.00 |                |             |                |             |
| 2                                            |                                                                                                                                                                                                                        |          |                                   |               |                |             |                |             |
| 3                                            |                                                                                                                                                                                                                        |          |                                   |               |                |             |                |             |
| 4                                            | *Emergency                                                                                                                                                                                                             |          |                                   |               |                |             |                |             |
| 5                                            | Proposal 102DLW-24                                                                                                                                                                                                     |          |                                   |               |                |             |                |             |
| 6                                            | Funding is available in the below accounts:                                                                                                                                                                            |          |                                   |               |                |             |                |             |
| 7                                            | GL: 330-05-1120/54.13120                                                                                                                                                                                               |          |                                   |               |                |             |                |             |
| 8                                            | JL: 224-05-4117/54.13120                                                                                                                                                                                               |          |                                   |               |                |             |                |             |
| 9                                            |                                                                                                                                                                                                                        |          |                                   |               |                |             |                |             |
| 10                                           | Attachment: RE: Diamond Lakes Tennis Center Evaluation                                                                                                                                                                 |          |                                   |               |                |             |                |             |
| 11                                           | and Recommendations                                                                                                                                                                                                    |          |                                   |               |                |             |                |             |
| 12                                           |                                                                                                                                                                                                                        |          |                                   |               |                |             |                |             |
| 13                                           |                                                                                                                                                                                                                        |          |                                   |               |                |             |                |             |
| 14                                           |                                                                                                                                                                                                                        |          |                                   |               |                |             |                |             |
| 15                                           |                                                                                                                                                                                                                        |          |                                   |               |                |             |                |             |
| 16                                           |                                                                                                                                                                                                                        |          |                                   |               |                |             |                |             |
| 17                                           |                                                                                                                                                                                                                        |          |                                   |               |                |             |                |             |
| 18                                           |                                                                                                                                                                                                                        |          |                                   |               |                |             |                |             |
| 19                                           |                                                                                                                                                                                                                        |          |                                   |               |                |             |                |             |
| 20                                           |                                                                                                                                                                                                                        |          |                                   |               |                |             |                |             |
| TOTAL BID                                    |                                                                                                                                                                                                                        |          | \$                                | 191,850.00    |                |             |                |             |
| SHIPPING CHARGES                             |                                                                                                                                                                                                                        |          |                                   |               |                |             |                |             |
| DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER |                                                                                                                                                                                                                        |          |                                   |               |                |             |                |             |

## PROPOSAL 102DLW-24

## HORIZON CONSTRUCTION &amp; ASSOCIATES

P.O. BOX 798  
Evans, GA 30809

Phone 706- 719-5000

Date: March 25, 2024

Central Service Department  
2760 Peach Orchard Road  
Augusta, Georgia 30906

| JOB            | CITY    | PURCHASE ORDER NUMBER | DATE P.O ISSUED |
|----------------|---------|-----------------------|-----------------|
| 102 DLW-242503 | Augusta |                       |                 |

|  | DESCRIPTION                                                                                                                 | QTY | UNIT PRICE | AMOUNT              |
|--|-----------------------------------------------------------------------------------------------------------------------------|-----|------------|---------------------|
|  | Diamond Lakes Courts Deck /102 Diamond Lakes Way                                                                            |     |            |                     |
|  | Demolition of existing: All wood decks and ramps (entrance, side and back) Removal of all wood frames and concrete footers. |     |            |                     |
|  | Utilize current design for layout of new decks, railing, stairs, stair railings, ramps with railings and footers.           |     |            |                     |
|  | Installation of new frames, wood decks with railings, and wood stairs                                                       |     |            |                     |
|  | Installation of (2) ADA compliant ramps with meatal handrails                                                               |     |            |                     |
|  | Construction of new concrete footers.                                                                                       |     |            |                     |
|  | Removal and replacement of front, side and rear door with frame.                                                            |     |            |                     |
|  | Installation ADA sidewalk from the side of building to rear tennis courts                                                   |     |            |                     |
|  | Change fence gate to ADA compliance                                                                                         |     |            |                     |
|  | Installation of a concrete pad under rear deck of building                                                                  |     |            |                     |
|  | Correct slope on sidewalk drainage on the rear of the building                                                              |     |            |                     |
|  |                                                                                                                             |     |            |                     |
|  |                                                                                                                             |     |            |                     |
|  | <b>TOTAL</b>                                                                                                                |     |            | <b>\$191,850.00</b> |



**Infrastructure Systems Management, LLC**

P.O. Box 277, Augusta, Georgia 30903

Tel (706) 836-5160

Fax (706) 397-3523

Website [www.ismllc-engr.com](http://www.ismllc-engr.com)Email [scassell@ismllc-engr.com](mailto:scassell@ismllc-engr.com)*"Civil & Construction Engineering Services"*

April 4, 2024

Mr. Ron Lampkin  
 Interim Director  
 Augusta Central Services Department  
 2760 Peach Orchard Road  
 Augusta, Georgia 30906  
 via email: [rlampkin@augustaga.gov](mailto:rlampkin@augustaga.gov)

RE: Diamond Lakes Tennis Center Evaluation and Recommendations

Dear Mr. Lampkin,

Infrastructure Systems Management (ISM) performed a review of the Diamond Lakes Tennis Center based on concerns raised in the past as well as recently concerning the safety and accessibility of the facility. The following is a bulleted list of issues that ISM observed:

- Decks in both the front and back of the pro shop are serious hazards and in desperate need of replacement.
- Supporting structures and decking are in varying and advanced stages of decay.
- Support posts under the decks are not set into the ground but, set atop concrete blocks, and are unstable.
- Boards that have been replaced are not the same thickness as the adjacent boards and are a trip hazard.
- Deck and ramps are not in compliance with the Americans with Disabilities Act (ADA) for multiple reasons.
- Entrance gate does not have an accessible, stable pathway.
- Entrance gate is too narrow to allow for wheelchair access and does not meet ADA.
- Standing water accumulates under the decks after rain events.
- Evidence that standing water levels have been high enough that the HVAC has been slightly submerged.

I have attached several photographs showing the above deficiencies.

To address these issues, ISM recommends the following be completed prior to the end of the school year when the public use of the facility is at its peak:

- 1) Immediate replacement of both decks and ramps for the pro shop.
- 2) Immediate modification of the fence to provide a wider entrance way for wheelchair access in conjunction with sidewalk construction for the entrance gate to provide an accessible pathway to the tennis courts.



April 4, 2024  
Mr. Ron Lampkin  
Page 2

It would also be prudent during construction of the new deck that the drainage under and around the deck be corrected either through grading or ensuring existing drop inlets are clear of obstructions.

As always ISM appreciates the opportunity to provide this evaluation and if you should have any questions, please feel free to call me at (706)-836-5160.

Sincerely,



Steven J. Cassell, PE, PTOE

DIAMOND LAKE TENNIS CENTER DECK AND PATHWAY DEFICIENCIES



Photo 1. Front Ramp.

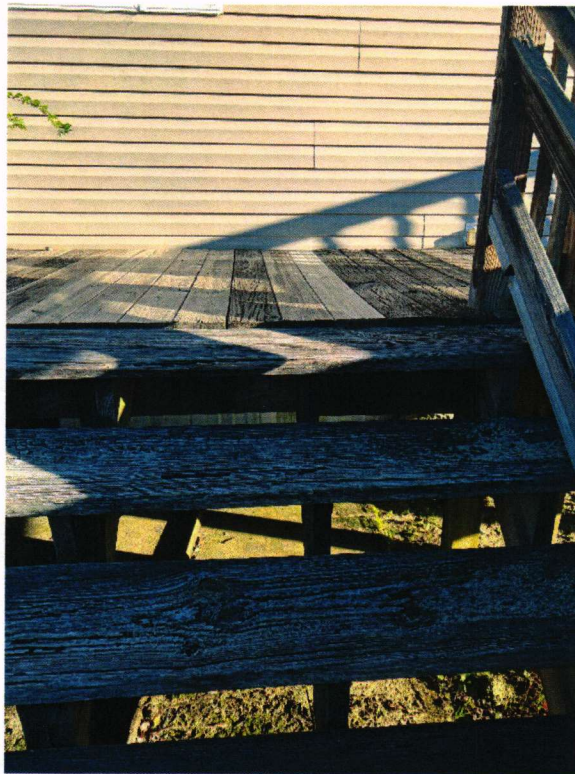
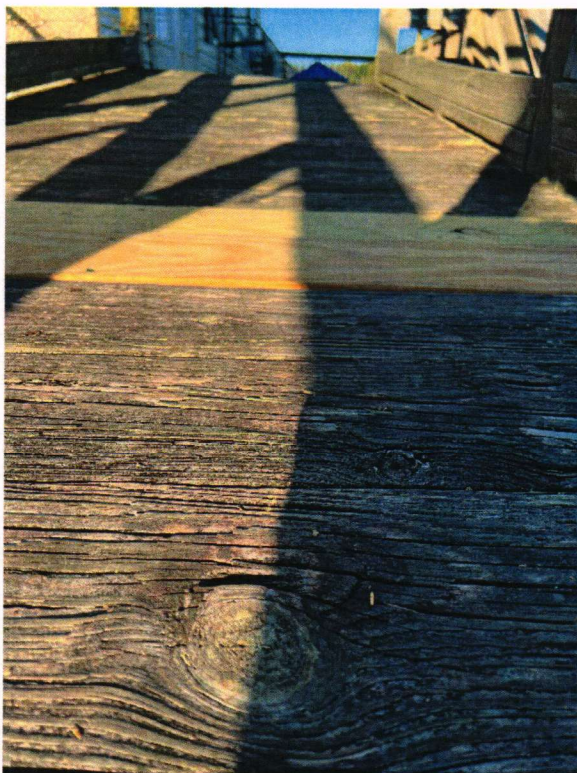
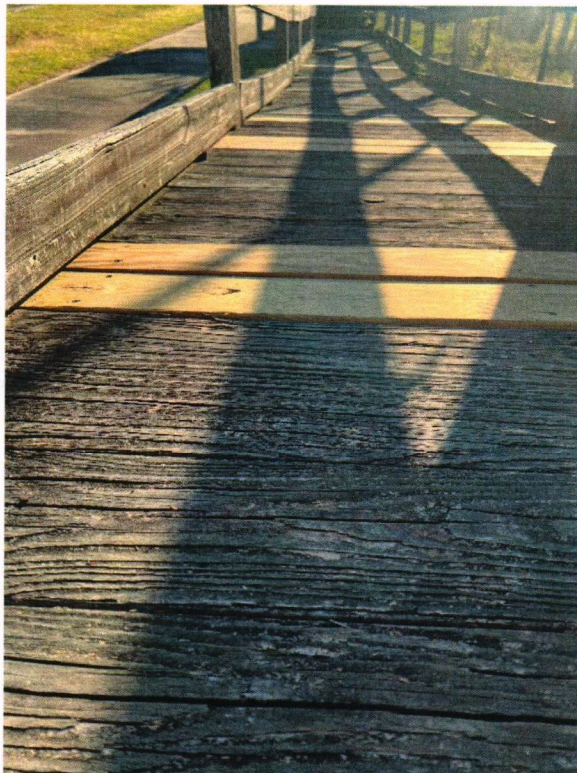


Photo 2. Front stairs and trip hazard.





Photo 3. Back Ramp



Photos 4 and 5. Trip hazards on ramps.





Photos 6, 7, 8, and 9. Unstable support columns.





Photo 10. Deck rail leaning.

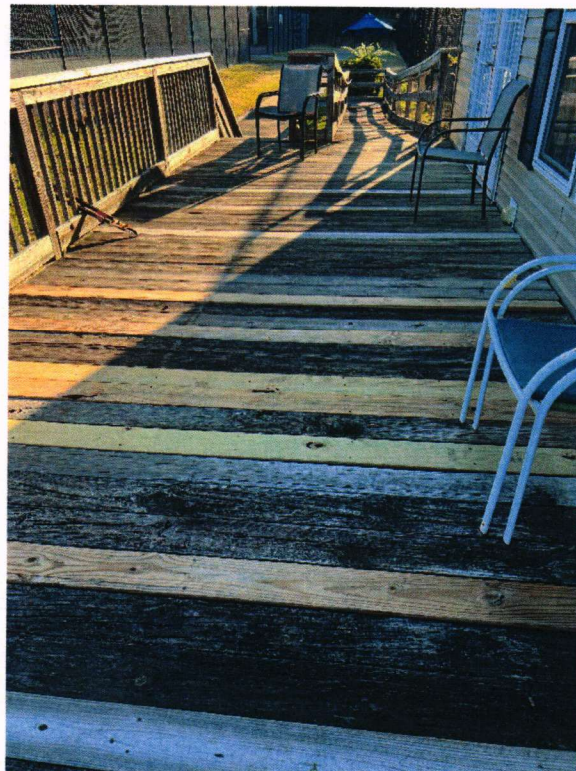


Photo 11. Trip hazards on deck.





Photos 12 and 13. Standing water under decks.



Photo 14. Evidence that HVAC has been submerged.



Photo 15. Unstable pathway and narrow gate hinder wheelchair access.





## Commission Meeting

May 7, 2024

### Emergency – Municipal Building Marble Panel Structure

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Central Services Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Presenter:</b>                                     | Ron Lampkin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Caption:</b>                                       | Receive as information the emergency request for the structural assessment of the marble panels at the Municipal Building in the amount of \$188,480.00 plus \$28,272.00 (15% contingency) for a total of \$216,752.00 by Kuhlke Construction & Associates, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Background:</b>                                    | As a result of an initial assessment by Johnson, Laschober & Associates, P.C., the imminent fall risk of a marble panel located at the Municipal Building was eliminated. It was also determined that a thorough assessment of the marble structure was required due to the identification of several out of lane marble panels. JLA has defined a plan in conjunction with Kuhlke Construction & Associates, Inc. to visually and with camera-assisted probing evaluate the condition of the panel support and at the same time determine the areas of water intrusion to the building. This plan includes an allowance to cover emergency repairs due to immediate life safety findings. |
| <b>Analysis:</b>                                      | Kuhlke Construction & Associates, Inc. in collaboration with Johnson, Laschober and Associates, PC will perform the study and report the findings along with the recommendations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Financial Impact:</b>                              | \$216,752.00, SPLOST 8<br>GL: TBD<br>JL: TBD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Alternatives:</b>                                  | A – Receive as information<br>B – Do not receive as information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Recommendation:</b>                                | Receive as information the emergency request for the structural assessment of the marble panels at the Municipal Building in the amount of \$188,480.00 plus \$28,272.00 (15% contingency) for a total of \$216,752.00 by Kuhlke Construction & Associates, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Funds are available in the following accounts:</b> | \$216,752.00, SPLOST 8<br>GL: TBD<br>JL: TBD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



# Central Services Department

Ron Lampkin, Interim Director  
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906  
(706) 828-7174 Phone

## MEMORANDUM

**TO:** Geri Sams, Director, Procurement Department

**FROM:** Ron Lampkin, Interim Director, Central Services Department

**DATE:** March 13, 2024

**SUBJECT:** Emergency Memo – Augusta Municipal Building Marble Panel Structure

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the Municipal Building relating to the structural integrity of the exterior marble panels.

As a result of the initial assessment by Johnson, Laschober & Associates, P.C., the imminent fall risk of a marble panel located at the Municipal Building was eliminated. It was also determined that a thorough assessment of the marble structure was required due to the identification of several out of lane marble panels. JLA has defined the following plan in conjunction with Kuhlke Construction & Associates, Inc. A specialized team will perform visual inspections paired with camera-assisted probing to evaluate the condition of the panel supports and determine potential areas of water intrusion. This plan includes an allowance to cover emergency (not permanent) repairs due to immediate life safety issues.

The scope of the service will include:

Phase one: Inspection Tasks

Task #1 - façade observations, drawing review and report.

Task #2 - scope confirmation and budgetary rough order of magnitude estimates.

Phase two: Design Documents and Construction Services. (Scope of Service, Scope of Work and Cost to be determined by Phase one findings.)

Please process a purchase order to Kuhlke Construction & Associates, Inc. in the amount of \$216,752.00 for the above mentioned scopes. This total includes \$188,480.00 (Cost of Tasks and Performance & Payment Bond) and \$28,272.00 (15% Contingency).

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

## EVALUATION REPORT

REPORT #: 001 DATE: October 30, 2023

PROJECT TITLE: Augusta Municipal Building Leak Investigation JOB #: 3042.2306

## OVERVIEW:

Maria Rivera-Rivera, Augusta Richmond County (ARC) Deputy Director of Facilities, Central Services Department, contacted Johnson Laschober & Associates, P.C. (JLA) regarding water which was leaking into the Augusta Richmond County Municipal Building (Municipal Building) located at 535 Telfair St, Augusta, GA 30901. JLA Architectural personnel met a city representative at the facility on August 7, 2023, to perform an observation of the structure. The building was occupied and in use at the time of the observation.

The primary stated concerns were visible water leaks inside the building at the third-floor level at the expansion joints where the three-story wings attached to the 9-story center tower. However, during this site visit JLA personnel noted a potential structural issue with the marble façade panels separating and pulling away from the façade. JLA Structural and Architectural Personnel returned to perform an observation on October 11, 2023, from the roof of the center tower and again on October 18, 2023, to observe the façade panels and their attachments from a bucket lift after the identified suspect panel had been removed from the building.

ARC subsequently contracted with JLA to perform a structural assessment/evaluation of the marble façade on the building. Reference ARC Purchase Order P460291.

## OBSERVATION:

The center tower of the building's structure is a concrete frame, with brick and/or terra cotta block infill. An expansion joint exists between the center tower and each of the two three-story wings to the East and West of the tower. JLA understands that this portion of the structure was constructed in the mid 1950's. A more recent addition was built on the South side including a new nine-story elevator tower with an expansion joint between it and the original building.

There are indications of water infiltration inside the building primarily at the third story level at the expansion joints of the building and at exterior wall window headers.

The façade of the original tower and wings consist of marble cladding made of approximately four-foot square, three-inch-thick marble panels. JLA observed, from the removed panel, that these marble panels are supported on the bottom side of the panel by a steel angle bolted to the building structure. The panels appear to be held in place by four steel clips, one on each side near the bottom and two on the top near the corners. Each clip was bolted to the structure and then inserted into slots in the marble panel. No other method of attachment was evident although inconsistent brick layup and periodic mortar intrusion left a small inconsistent gap between the panel and brick. It is presumed that all the marble panels are similarly attached to the structure.

There was a layer of metal flashing between the parapet wall panel and the marble parapet cap. The flashing directed water towards the roof. The exterior joints between the panels were originally sealed with a flexible caulk. At the time of the observation the caulk maintained some flexibility but had lost its bond and separated from the sides of the panels.

JLA observed that the top clips of the removed panel were corroded and had failed and did not restrain the panel. The side clips and the horizontal flange of the support angle were also corroded but provided some restraint.

#### DISCUSSION:

The clips were corroded by water, which was apparently infiltrating behind the marble facade, likely at the joints between panels where the caulk was no longer effective. There did not appear to be a mechanism such as through wall flashing or weep holes which would allow the water to escape to the exterior. The cap flashing installed beneath the parapet cap was not installed properly and as a result allowed water to infiltrate the mortar joints at the top of the wall and rest between the top of the marble panel and the brick parapet wall allowing water to be in direct contact with the upper panel supports. Because of this the water would filter down through the gap behind the marble and rest on the horizontal surfaces, including the clips and angles holding the panels. This retained water then corroded these panel supports. Additionally, the water would have been stopped by items such as window headers and building expansion joints. With the lack of any mechanism to expel this water to the exterior, it leaked to the inside.

Except for several areas where the caulk had been replaced as part of the recent addition, the panel caulk appeared to be compromised across the entire façade. Accordingly, water was likely infiltrating at every building façade panel compromising each panel's support and restraint clips.

JLA's ability to observe the building's concrete structural frame was limited. However, there was no apparent indication that the frame itself was significantly compromised by this water. This could be typified by falling pieces of concrete or dirty/streaked stains on the façade or where the water was expelled inside. However, if not addressed, water can find its way into cracks in the concrete frame. It would then rust and corrode the steel reinforcing. Most damage of this type occurs when the rusting reinforcing steel expands and cracks off (spalls) the concrete covering the reinforcing. This further exposes it to the damaging water.

#### CONCLUSIONS AND RECOMMENDATIONS:

In JLA's professional opinion, this building is currently structurally safe to occupy and use. There are structural items that need to be addressed before they potentially become a compromising issue. However, they have not yet progressed to the point where they present a threat to the health and safety of the occupants inside the building (except as noted below.)

The larger threat is to members of the public outside the building since a reasonable scenario exists where a marble façade panel could fall from the structure and hit a person or vehicle. A panel could also hit the ground and shatter with the resulting fragments hitting a person, vehicle or breaking through a lower-level window. A façade panel from the Upper East and West sides could also potentially fall and crash through the roof of the two side wings.

JLA recommends the following be implemented as soon as possible:

1. Restrict all access to and from the building to just the main entry in the new front addition to the building.
2. Restrict access around the perimeter of the building until the panels can be tested.
3. Use a bucket lift or other means to check each of the façade panels. Identify and mark any panel which is loose or appears to be shifted or rotated.

JLA recommends the following be implemented as soon as practical:

1. Examine the attachments of the panels, starting at the areas of known water intrusion and those identified as suspect. Potential means of examination include:

- a. Use an imaging (x-ray or other) process to examine the attachment clips. This will likely identify the presence and location of the attachment clips but has limited ability to determine their condition.
  - b. Use an imaging borescope to examine the attachment clips either through the exterior caulk joints or through holes drilled from the interior.
  - c. Selectively cut through and remove suspect panels. This would be more difficult to repair and/or replace.
2. Remove the parapet cap around the perimeter of the 9<sup>th</sup> floor roof in its entirety and physically examine the steel panel anchors located at the top of the panel. This would allow for the removal and replacement of the cap flashing and allow it to be properly installed.
3. Retrofit the attachments of the panels. The extent of this would be dependent on the results of the examination. The worst-case scenario would be to remove and reinstall all the top panel clips with stainless-steel attachments or supplement the carbon steel fasteners with additional stainless-steel fasteners. Other possibilities include securing the existing panels to the frame without removing them, utilizing new anchors drilled through the panels, countersunk and then the holes plugged with marble plugs.
4. Evaluate further the lack of through wall flashing at the intersection of the 3<sup>rd</sup> floor roof and the 9 story tower to determine the best approach for removing the lower panel or a section of the lower panel and install through wall flashing and weeps to allow for water and water vapor that accumulates in the wall cavity to have a means to be expelled to the exterior of the building rather than seeping into the interior.
5. Remove all the existing sealant that is located between the panels and replace it with new flexible sealant to eliminate water intrusion through the multiple gaps in the exterior façade that have been caused by this material failure. In this same process install weeps and drainage holes above window heads to properly expel water from the wall cavity. Sealant in the design of this building is being used as a mechanism to prevent water intrusion and allow for the marble panels to expand and contract with temperature changes. Sealant replacement is a deferred maintenance item and has a limited lifespan. Plans should be made and funds allocated to repair and/or replace exterior sealant every 10-15 years in ensure a continued watertight envelop on the building.































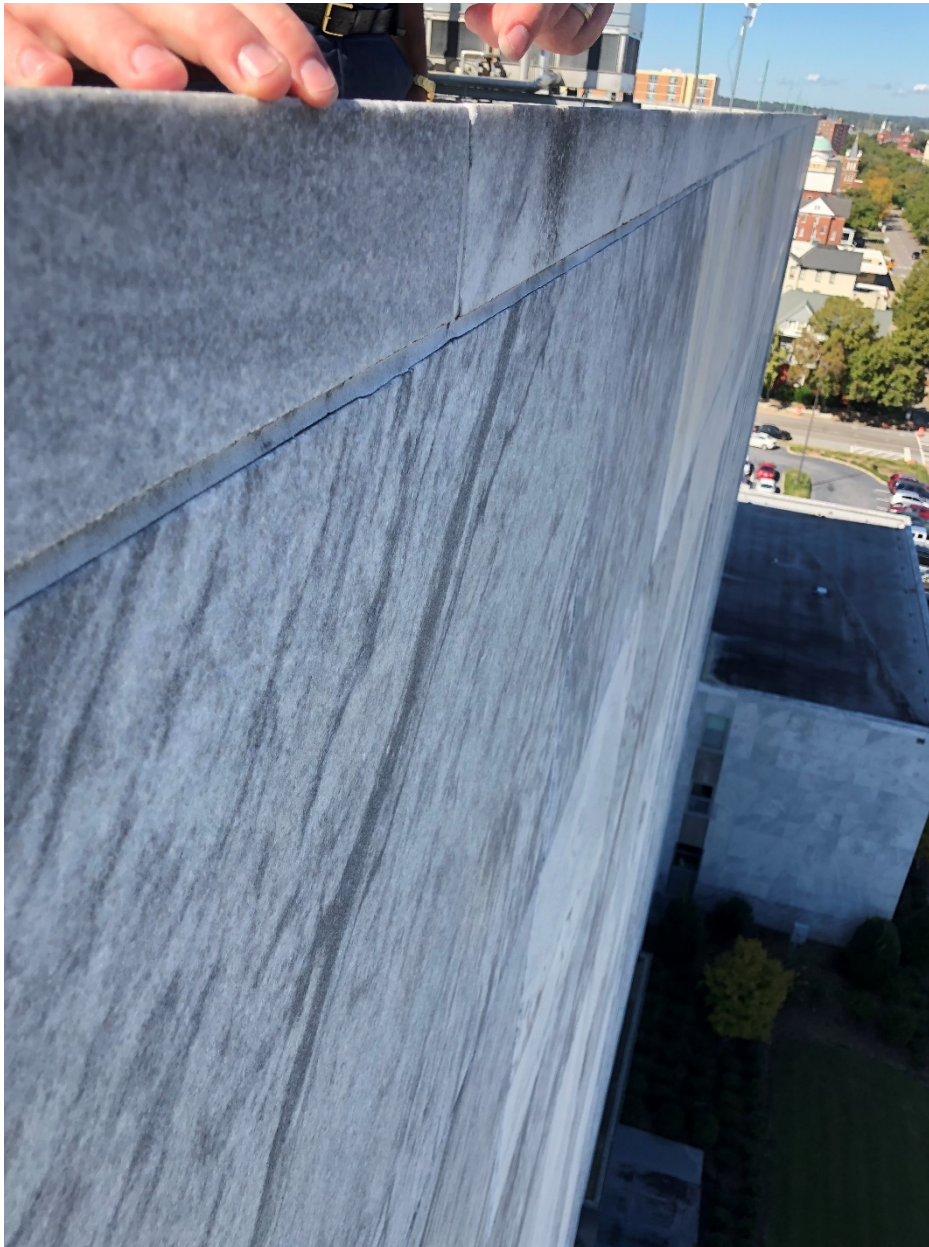




























SUBMITTED BY: Watson Lee Dorn, III, AIA, Architect  
Mark W. Lorah, P.E., F. ASCE, Structural Engineer

CC: File





## SITE OBSERVATION REPORT

**REPORT #:** 001**DATE:** 8/11/2023**PROJECT TITLE:** Augusta Municipal Building Leak Investigation **JOB #:** PZL233**COMMENTS:**

On Thursday August 3<sup>rd</sup>, 2023, Lee Dorn and Chris Whitmore from JLA visited the municipal building at 530 Greene Street along with Mr. Howard from the City of Augusta to observe reported roof leaks at the expansion joints between the intersection of the lower roof and the nine-story tower.

**ROOF LEAK:**

1. During the Site visit, JLA accessed the plenum space above the ceiling on the third floor and provided visual inspection of the areas directly above the stained and damp acoustical ceiling tiles. It was noted that at some point spray-foam insulation had been applied to the lower portion of the expansion joint located between the concrete roof deck and concrete main frame beam of the primary structural system for the building. Water staining and efflorescence was noted on the concrete structure indicating that the water leakage into the building has been ongoing for some time. Mr. Howard stated that light to moderate rain showers did not produce leaking, however during heavy rain and high winds, large amounts of water entered the third floor at the aforementioned expansion joint locations.
2. Visual inspection from the roof level noted roof to wall flashing with a termination strip. This system appeared to be stable and in serviceable order. The roof system had been reinforced with mastic sealant along the intersection of the roof with the wall plane.
3. After review of the roof and adjoining marble wall cladding panels, it appeared that the leak source may be from water running down behind the panels and potentially bypassing the building flashing that is designed to shed the water to the building exterior. The panel joints did not appear to have functional watertight joints and water was also observed to be seeping through the joints from behind the panels ([Attachment A](#)).
4. After the site visit, the City provided background drawings to JLA on August 3<sup>rd</sup>, 2023 that contained information on an Exterior Envelope Renovation project by Stafford Consulting Engineers, dated March 7, 2007. These background drawings contained a renovation detail that defined the building components at this expansion joint location that may indicate a potential leak path as noted ([Attachment B](#)).

**LOOSE WALL CLADDING:**

During our Site visit w/ Mr. Howard on August 3<sup>rd</sup>, 2023, we observed a building condition that we believe needed immediate attention.

1. At the upper roof line, one of the marble wall panels was out of position and was not properly anchored ([Attachment C](#) and [Attachment D](#)).
2. As such, there is a possibility that the panel could fall and endanger people below. Consequently, the area below the loose panel needs to be immediately cordoned off and personnel and public kept out of this area ([Attachment E](#)).
3. Subsequently, Lee Dorn met on-site with Ms. Maria Rivera-Rivera and a demolition contractor (Tyson Thompson) on August 11<sup>th</sup>, 2003 to further evaluate the wall cladding situation. It's reported that Thompson Wrecking was involved during the 2007 renovation and Mr. Thompson is going to talk with the superintendent who did that work to see if he remembers exactly how the wall cladding panels were attached. Mr. Thompson will also be developing a cost to remove two sections of the marble cap and the panel in question, to include temporary weatherproofing. Once JLA has an opportunity to review the connections and propose a solution, Thompson Wrecking will provide for the reinstallation

of the caps and panel. Mr. Thompson is scheduled to provide a proposal for the above-described work by the beginning of next week.


Attachments:

- Attachment A – Water Migrating Through Wall Cladding Joint
- Attachment B – Expansion Joint Detail From Stafford Exterior Envelope Renovation of March 7, 2007
- Attachment C – Displaced Wall Panel Location
- Attachment D – Displaced Marble Wall Panel
- Attachment E – Cordoned-Off Area

**SUBMITTED BY:** Chris Whitmore, P.E.

**cc:** File

## ATTACHMENT A

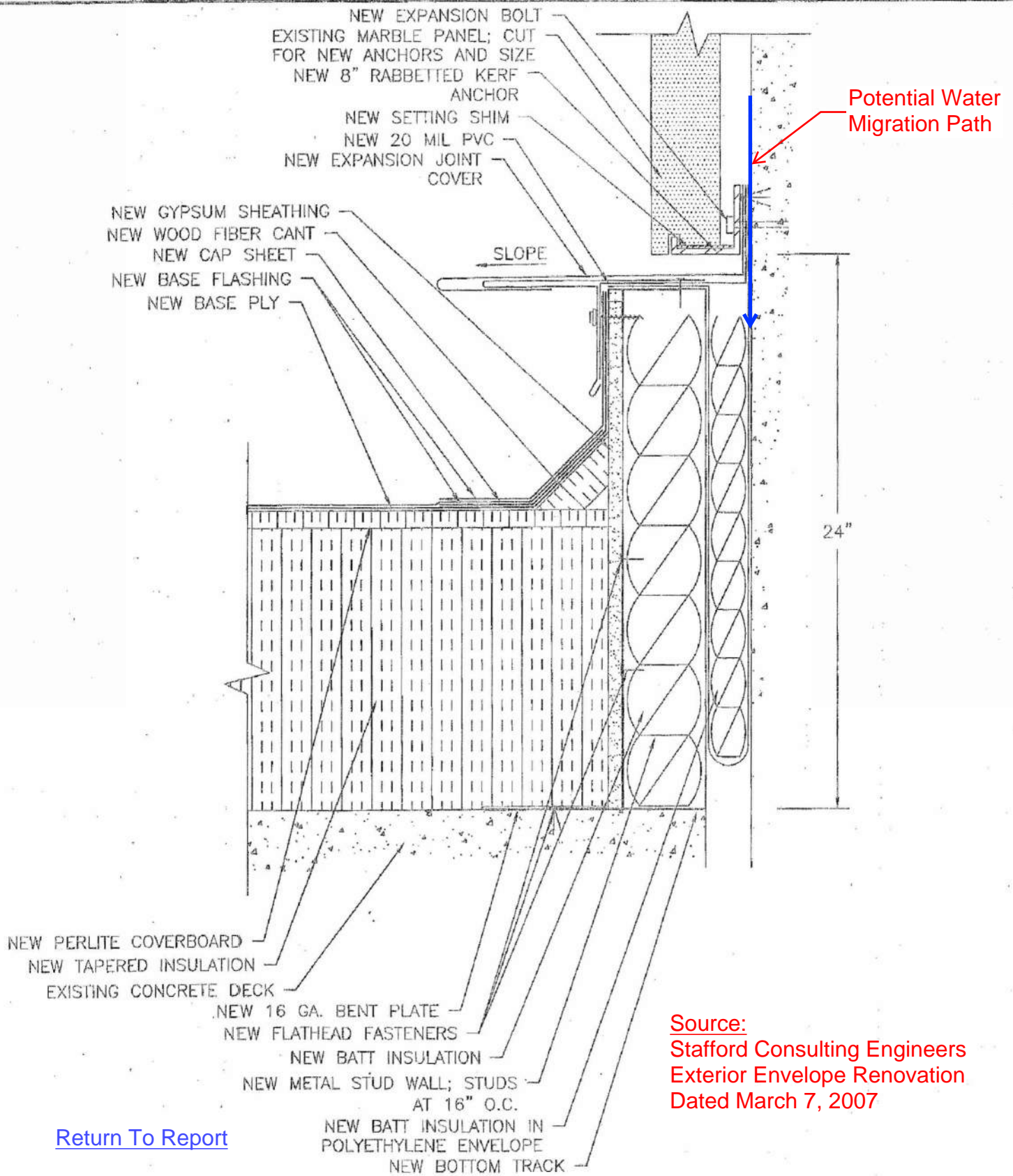
A photograph of a wall joint, likely a horizontal seam between two panels. The wall surface is light-colored with some darker, possibly water-stained or moldy, areas. Two red arrows originate from a text box on the right and point towards the joint on the left. The joint itself appears slightly recessed and has some dark material along it.

Wet Joint - Water Migrating  
From Behind Wall Panel

[Return To Report](#)



# ATTACHMENT B



[Return To Report](#)



ATTACHMENT C



[Return To Report](#)



# ATTACHMENT D

Displaced Marble  
Wall Panel

[Return To Report](#)



# Untitled Map

Write a description for your map.

Legend

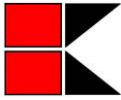
Item 40.

## ATTACHMENT E

Area To Be Cordoned Off

[Return To Report](#)





March 8, 2024

Mr. Lee Dorn  
**Johnson, Laschober, & Associates, P.C.**  
1296 Broad St.  
Augusta, GA 30901

**RE: Revised Proposal for Emergency Building Envelope Inspection  
Augusta-Richmond County Municipal Building  
535 Telfair Street  
Augusta, GA 30901**

Dear Mr. Dorn,

Thank you for contacting Kuhlke Construction & Associates, Inc. to provide a proposal for your Emergency Building Envelope Inspection at Augusta-Richmond County Municipal Building. We are pleased to offer you and your firm our inspection, investigation, consulting services and hope that the proposal we present here today helps you reach your goals.

Our Proposal for all labor, materials and equipment necessary for the Augusta-Richmond County Municipal Building at **535 Telfair Street Augusta, GA 30901**

**One Hundred Eighty-Eight Thousand Four Hundred and Eighty Dollars (\$188,480.00)**

*See clarifications attached for scope definition*

I hope that you will find this proposal and the description of inclusions acceptable. This proposal does not include any work not listed on the attached breakdown and does not include loose furniture, fixtures, or equipment unless indicated in the Scope Clarifications. If you find any errors and need additional information or detail, please do not hesitate to contact me at your convenience.

Thank you again for your confidence and trust in Kuhlke Construction & Associates, Inc. We greatly appreciate the opportunity to work with you. It is my sincere hope that KCA will be selected for this project. If we were so fortunate, Kuhlke pledges that we will work diligently and efficiently to accomplish your goals for this project.

Sincerely,  
*Kuhlke Construction & Associates, Inc.*

James Hunter  
Chief Estimator

Attachment

# Augusta Richmond County

## *Emergency Municipal Building Façade Inspection*

### Proposal Clarifications Revision 1

March 8, 2024

Kuhlke Construction & Associates, Inc. (KCA) has made a commitment to this project and is devoted to achieving the goals demanded by Augusta Richmond County. Additionally, we recognize the critical importance of effective collaboration and communication between Kuhlke Construction and the Owner. Often it takes a dedicated commitment by all participants in the project to fully communicate the intended form and function desired to achieve a final product that will most efficiently and economically achieve the project goals.

It is our hope that we have correctly evaluated the scope of work required by Augusta Richmond County and that our proposal represents exactly ALL the work requested and nothing more than that required to complete the project as currently conceived. We believe that the detailed listing offered below is an effective method for ensuring that Kuhlke Construction is correctly planning to achieve the results required by the Owner.

#### BACKGROUND:

Augusta-Richmond County Municipal Building built in 1957 is the marble clad home of Augusta and Richmond County governments. Currently the marble cladding is reportedly showing signs of distress. Recently marble copings were removed as well as marble panels directly below the coping exposing corroded marble panel clips. In addition, Kuhlke Construction & Associates, Inc. has observed marble panels that are visibly out of plane. Kuhlke Construction & Associates, Inc. (KCA) has partnered with Structural Preservation Systems, LLC. (SPS) to develop access, rigging, and specialty investigation services for a design-build project delivery. The KCA/SPS team will perform services to provide findings of the current conditions of the marble panels along with making recommendations for a treatment options. The services outlined below will be conducted by a team of building scientists, roof/waterproofing consultants, specialty structural and restoration engineers with backgrounds in historical building envelope and general construction services. The specialists working on each project have extensive experience in such investigations. Conclusions will be drawn from on-site observations and interviews with users and management, maintenance personnel. Appropriate documents will be reviewed for orientation purposes. Except where indicated otherwise, no destructive testing, calculations, intrusive observations, or laboratory analysis is included in the services outline herein. KCA/ SPS team will require structural, architectural, and/or as-built drawings to perform our investigation. We trust that our team was provided adequate detail for your evaluation and expressed our desire to work with Johnson, Laschober & Associates, P.C., (JLA) and Augusta-Richmond County (ARC) on this important project.

The following outlines the project scope of services, working conditions, exclusions and support by others, safety considerations, estimated schedule, financials, suggested next step and attachments as they relate to this project. The

KCA/SPS team will perform the services listed below and to provide our findings of the current conditions of the marble panels along with recommendations for treatment options.

## SCOPE OF SERVICE - PHASE 1 (Inspection Tasks 1 & 2):

### Inspection Task 1 – Façade Observations, Drawing Review and Report:

- We HAVE included costs to perform a Detailed Façade Inspection. A detailed inspection is identified in ASTM E 2270 Standard Practice for Periodic Inspection of Building Facades for Unsafe Conditions as; visual observation from less than 6 ft and tactile evaluation of façade components, including camera inspection probing and non-destructive testing to observe concealed conditions of wall construction.
- We HAVE included costs to review, if available, leak logs / reports, and other pertinent data from previous building envelope studies provided by the owner.
- We HAVE included costs to review available drawings of the building to attempt to determine the details of construction.
- We HAVE included costs to mobilize to the site and provide access (rope access, swing stage set on roof by crane and manlifts) as required. Rigging and suspended scaffold setups will be installed per OSHA regulation. We have **NOT** included costs for additional requirements beyond OSHA regulations. We have assumed this scope of work will be completed in one mobilization and uninterrupted work schedule while onsite.
- We HAVE assumed parking will be made available for our employees and service vehicles.
- We HAVE included costs for temporary panel fencing around the building's immediate perimeter (excludes parking lots, parking areas may need to be altered as needed for safety concerns) during the physical work. If it is deemed necessary due to life safety issues that temporary fence panels are required beyond the physical work period (1-2 weeks), additional cost may be incurred.
- We HAVE assumed daytime working hours, Monday – Friday utilizing open shop labor without prevailing wages.
- We HAVE included costs to install two roof penetrating temporary tieback anchors on the roof for access rigging. Roof penetrations for these two temporary tiebacks will be patched once removed.
- We HAVE included costs to install temporary seal/caulk at all camera inspection probing locations with temporary sealant.
- We HAVE included costs to provide follow up of the façade inspection with a report of the findings along with recommendations, practical solutions to address the recommended repairs, and risk factors associated with the observed conditions, and recommendations for additional testing or exploratory openings; to help address reported conditions.
- We HAVE included costs for one (1) virtual meeting during normal business hours following delivery of the findings to review conditions and recommendations and answer questions related to the study.

- We HAVE included an ALLOWANCE of \$25,000.00 for emergency repairs that would be required due to an immediate Life Safety issue. This allowance is added as costs to account for immediate but unidentifiable needs to resecure panels (not permanent), temporary resecure coping caps (not permanent), and costs potentially needed for additional exploratory inspections. Any additional work beyond the original Scope of Work will be performed on the following T&M rates:

|                      |                   |
|----------------------|-------------------|
| Project Manager      | \$200.00/hr.      |
| Project Engineer     | \$150.00/hr.      |
| Supervision          | \$175.00/hr.      |
| Technician           | \$85.00/hr.       |
| Materials/Rentals    | Cost plus 20%     |
| Out of Town per diem | \$175/man per day |

Contractor owned equipment will be billed at the current industry competitive rates.

- Upon Notice to Proceed, Inspection Task item 1 scope of services will commence with-in 7-10 business days. Estimated inspection duration is approx. 5-7 business days

## Inspection Task 2 – Scope Confirmation and Budgetary Rough Order of Magnitude Estimate:

- We HAVE included costs to prepare scope of work task items which will include narrative descriptions of the work, along with a Budgetary Rough Order of Magnitude Estimate, this cannot be completed until after Inspection Task 1 items have all been finalized. Upon completion of Inspection Task item 1, KCA will work diligently with SPS and JLA to expedite Inspection Task 2 – Scope Confirmation and Budgetary Rough Order of Magnitude Estimate (Turnkey Construction Services) for JLA and Owners to review for approval prior to developing the supporting design documents (Phase II Design and Construction Services).

## SCOPE CLARIFICATIONS:

- The project will be constructed in conformance with all applicable and governing building codes and ordinances. We have **NOT** included costs for Building Permits and Inspection Fees as required by the governing authority. KCA has assumed that a Permit will not be required for the Inspection work being performed during this phase.
- We have included Project Administration & Management expenses in our general condition's costs. KCA has included these costs as a reimbursable expense for the administration and management of the project from the contractor's home office. Note that in the case of a "Cost of Work Plus a Fixed Fee with a GMP" type of agreement, this cost must be specifically defined in the contract as a reimbursable expense. It is assumed that this is acceptable to the Owner and that this provision will be included in the final contract.
- We HAVE included costs for Worker's Compensation Insurance and General Liability Insurance at statutory limits. We have **NOT** included Professional Liability Insurance. It is assumed that this is not a requirement.
- We HAVE included "Builder's Risk" Insurance in our proposed contract cost.

- We have **NOT** included "Owner's Protective" Insurance in our proposed contract cost. It is assumed that Owner's Protective Insurance is not required for this project.
- We **HAVE** included costs for a Performance & Payment Bond for this project.
- We have **NOT** included any costs for removal or remediation of existing environmental or life safety hazards such as Asbestos, Lead Paint, Mold or PCBs.
- We have **NOT** included financing costs in our offering. It is assumed that the Owner will make regular progress payments as specifically noted in the contract document. Please refer to the agreement for any fees and interest expenses that may apply to late payments to KCA.
- We have **NOT** included cost for night, weekend or overtime work, it is assumed that all work will be performed Monday-Friday normal working hours.
- Due to the volatility in the cost of materials and services, KCA cannot guarantee the costs presented in this package any longer than **Fifteen (15) days** from the date of this offering. KCA has observed that very few vendors or subcontractors will guarantee their pricing beyond a fifteen-day (15) term. KCA cannot accept liability for escalation of costs due to an excessive delay in commitment. KCA reserves the right to revise our proposal if this proposal is not accepted and a contract executed within 30 days of the date of this presentation.
- KCA has assumed that the clarifications presented here are acceptable to the Owner and will be included as an exhibit to the contract agreement.
- KCA has **NOT** included cost for **Phase II** professional design services required to produce construction drawings and specifications for the Architectural design, Structural Engineering, Mechanical & Electrical Engineering, Civil Design & Engineering, Structural Design & Engineering. It is assumed that this is not required at this phase of the project but will likely require this professional service in resolving
- KCA has **NOT** included costs for temporary electricity and water consumption expenses in our offering. KCA will provide labor, materials, and equipment necessary to distribute power and water from the assigned source to the project site. It is expected that Augusta Richmond County will bear the consumption costs of all temporary and permanent utilities (*electricity, water*) for the duration of the project at no cost to KCA. We have assumed two 30A 220v circuits will be available on the roof for two swing stage scaffolds.
- We **HAVE** included costs to provide temporary toilets for all construction labor during the term of construction.
- We **HAVE** included costs to provide all necessary tools, equipment, hoisting, staging, scaffolding, safety equipment and temporary construction required to construct KCA's scope of work for the project as currently contemplated.
- We have **NOT** included costs to remove and replace all joint caulking on the façade. This will be performed under (Phase II Design and Construction Services) of this project.
- We have **NOT** included costs for security guards or escorts while onsite.
- We have **NOT** included costs to repair or replace the existing roof systems in this proposal. This scope of work will be performed under phase II of this project.

## SCOPE OF SERVICE - PHASE 2 (DESIGN DOCUMENTS & PHYSICAL CONSTRUCTION):

Design Development: Scope of Services to Be Determined.

Construction Services: Scope of Work to Be Determined.



## Commission Meeting

May 7, 2024

### Emergency – Municipal Building Marble Panel Structure

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Central Services Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Presenter:</b>                                     | Ron Lampkin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Caption:</b>                                       | Approve a change order of purchase order P460291 for the continuation of the assessment/investigation of the Municipal Building marble panel structure in the amount of \$25,000.00 to Johnson, Laschober & Associates, PC.                                                                                                                                                                                                                                                                                                                                                             |
| <b>Background:</b>                                    | As a result of an initial assessment by Johnson, Laschober & Associates, PC., the imminent fall risk of a marble panel located at the Municipal Building was eliminated. It was also determined that a thorough assessment of the marble structure was required due to the identification of several out of lane marble panels. JLA has defined a plan in conjunction with Kuhlke Construction & Associates, Inc. to visually and with camera-assisted probing evaluate the condition of the panel support and at the same time determine the areas of water intrusion to the building. |
| <b>Analysis:</b>                                      | Johnson, Laschober & Associates, PC in collaboration with Kuhlke Construction & Associates, Inc. will perform the study and report the findings along with the recommendations.                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Financial Impact:</b>                              | Original Purchase Order Amount: \$15,000.00<br>Revised Purchase Order Amount: \$40,000.00<br>SPLOST 8 - \$25,000.00; 330-05-1120 / 52.12115                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Alternatives:</b>                                  | A – Approve the request<br>B – Do not approve the request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Recommendation:</b>                                | Approve a change order of purchase order P460291 for the continuation of the assessment/investigation of the Municipal Building marble panel structure in the amount of \$25,000.00 to Johnson, Laschober & Associates, PC.                                                                                                                                                                                                                                                                                                                                                             |
| <b>Funds are available in the following accounts:</b> | SPLOST 8 - \$25,000.00; 330-05-1120 / 52.12115                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |





## Central Services Department

Ron Lampkin, Interim Director  
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906  
(706) 828-7174 Phone (706) 796-5077 Fax

### MEMORANDUM

**TO:** Geri Sams, Director, Procurement Department

**FROM:** Ron Lampkin, Interim Director, Central Services Department

**DATE:** March 13, 2024

**SUBJECT:** Amend PO – P460291

In accordance with Augusta, GA policies and procedures we are requesting to have purchase order P460291 amended.

Purchase order P460291 needs to be amended in the amount of \$25,000.00 for the continuation of the assessment/investigation of the marble façade on the Municipal Building. JLA will provide in-field support and will address immediate but currently unidentifiable needs during the evaluation. It is imperative that the continuation of the assessment take place to determine what remediation is needed.

- Original Purchase Order Amount \$15,000.00
- Revised Purchase Order Amount \$40,000.00

Funding is available in account number **330-05-1120/52.12115**.

Your assistance would be greatly appreciated.

Attachments: Purchase Order P460291

Proposal #233

Cc: Ron Lampkin  
Maria Rivera-Rivera

# AUGUSTA, GEORGIA

## PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT  
535 TELFAIR STREET, MUNICIPAL BUILDING 1000  
AUGUSTA, GEORGIA 30901-2377  
PHONE: (706) 821-2422

Page 1 of 1

Item 41.

PURCHASE ORDER NO.  
P460291

|                  |                      |                |                                                                                               |
|------------------|----------------------|----------------|-----------------------------------------------------------------------------------------------|
| DATE<br>10/03/23 | DEPARTMENT<br>051120 | VENDOR PHONE # | REQUISITION/QUOTE NO.<br>R381250                                                              |
| VENDOR #<br>8657 | E-VERIFY #<br>226309 | EMAIL          | PURCHASE ORDER NUMBER ABOVE<br>MUST APPEAR ON ALL INVOICES,<br>SHIPPING PAPERS, AND PACKAGES. |

|                                                                          |                                                             |
|--------------------------------------------------------------------------|-------------------------------------------------------------|
| VENDOR<br>JOHNSON LASCHOB AND ASSOC<br>P O BOX 2103<br>AUGUSTA, GA 30903 | ATTN: EMERGENCY<br>BID NUMBER:<br><br>CONTRACT #:<br>BUYER: |
|--------------------------------------------------------------------------|-------------------------------------------------------------|

|                                                                                                              |                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SHIP TO:<br>BLDG & GROUNDS MAINTENANCE<br>535 TELFAIR STREET<br>MUNICIPAL BLDG/BASEMENT<br>AUGUSTA, GA 30901 | BILL TO:<br>AUGUSTA, GEORGIA<br>ACCOUNTING DEPARTMENT, SUITE 800<br>535 TELFAIR STREET, MUNICIPAL BUILDING 1000<br>AUGUSTA, GA 30901-2379<br>(706) 821-2335<br><br>ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO<br>ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION. |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| ITEM # | QUANTITY | UNIT | PRODUCT ID | DESCRIPTION                                                                                                                                | UNIT PRICE | AMOUNT    |
|--------|----------|------|------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| 0001   | 1        | EACH |            | ASSESSMENT/INVESTIGATION OF<br>THE MARBLE FACADE ON THE<br>MUNICIPAL BUILDING LOCATED AT<br>535 TELFAIR STREET<br><br>330-05-1120/52-12115 | 15,000.00  | 15,000.00 |

### CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.**
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

RECEIVED  
JAN 03 2024  
Accounting Department

NET TOTAL..... 15,000.00

APPROVED FOR ISSUE

*G.A. Smith*

PROCUREMENT DIRECTOR

848

REQUISITIONER





ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

**ADDITIONAL SCOPE AGREEMENT****PROPOSAL #:** 233**DATE:** 3/4/2024

**To:** Maria Rivera-Rivera  
 Augusta-Richmond County (ARC)  
 Central Services Department  
 2760 Peach Orchard Rd  
 Augusta, Georgia 30906

**SENT BY:** ☐ PHONE  
☐ FAX  
☐ EMAIL

**RE:** Municipal Building Leak Investigation**BY:** Rett Harbeson, PLA, CLARB**FEE ARRANGEMENT:** \$25,000.00

**LOCATION:** 535 Telfair Street  
 Augusta, GA

**SCOPE OF SERVICES:**

Johnson, Laschober & Associates (JLA) appreciates the opportunity to provide a fee proposal for the continuation of the assessment/investigation of the Marble façade on the Municipal Building located at 535 Telfair St. in Augusta, GA.

JLA will provide in-field support to Kuhlke Construction during the evaluation of the building envelope to address immediate but currently unidentifiable needs to temporarily resecure panels, coping caps, or other building elements during the evaluation period. Final design for the permanent remediation measures will be coordinated with Kuhlke and Structural Preservation Systems, LLC final investigative report. Final Scope of Work and Fee to be determined (TBD).

JLA is proposing a fee adjustment that will be billed at an hourly rate.

**SPECIAL CONDITIONS:**

- JLA will work with Kuhlke Construction during this evaluation. However, ARC will contract directly with Kuhlke Construction for their portion of the work.



## EVALUATION REPORT

REPORT #: 001 DATE: October 30, 2023

PROJECT TITLE: Augusta Municipal Building Leak Investigation JOB #: 3042.2306

## OVERVIEW:

Maria Rivera-Rivera, Augusta Richmond County (ARC) Deputy Director of Facilities, Central Services Department, contacted Johnson Laschober & Associates, P.C. (JLA) regarding water which was leaking into the Augusta Richmond County Municipal Building (Municipal Building) located at 535 Telfair St, Augusta, GA 30901. JLA Architectural personnel met a city representative at the facility on August 7, 2023, to perform an observation of the structure. The building was occupied and in use at the time of the observation.

The primary stated concerns were visible water leaks inside the building at the third-floor level at the expansion joints where the three-story wings attached to the 9-story center tower. However, during this site visit JLA personnel noted a potential structural issue with the marble façade panels separating and pulling away from the façade. JLA Structural and Architectural Personnel returned to perform an observation on October 11, 2023, from the roof of the center tower and again on October 18, 2023, to observe the façade panels and their attachments from a bucket lift after the identified suspect panel had been removed from the building.

ARC subsequently contracted with JLA to perform a structural assessment/evaluation of the marble façade on the building. Reference ARC Purchase Order P460291.

## OBSERVATION:

The center tower of the building's structure is a concrete frame, with brick and/or terra cotta block infill. An expansion joint exists between the center tower and each of the two three-story wings to the East and West of the tower. JLA understands that this portion of the structure was constructed in the mid 1950's. A more recent addition was built on the South side including a new nine-story elevator tower with an expansion joint between it and the original building.

There are indications of water infiltration inside the building primarily at the third story level at the expansion joints of the building and at exterior wall window headers.

The façade of the original tower and wings consist of marble cladding made of approximately four-foot square, three-inch-thick marble panels. JLA observed, from the removed panel, that these marble panels are supported on the bottom side of the panel by a steel angle bolted to the building structure. The panels appear to be held in place by four steel clips, one on each side near the bottom and two on the top near the corners. Each clip was bolted to the structure and then inserted into slots in the marble panel. No other method of attachment was evident although inconsistent brick layup and periodic mortar intrusion left a small inconsistent gap between the panel and brick. It is presumed that all the marble panels are similarly attached to the structure.

There was a layer of metal flashing between the parapet wall panel and the marble parapet cap. The flashing directed water towards the roof. The exterior joints between the panels were originally sealed with a flexible caulk. At the time of the observation the caulk maintained some flexibility but had lost its bond and separated from the sides of the panels.

JLA observed that the top clips of the removed panel were corroded and had failed and did not restrain the panel. The side clips and the horizontal flange of the support angle were also corroded but provided some restraint.

#### DISCUSSION:

The clips were corroded by water, which was apparently infiltrating behind the marble facade, likely at the joints between panels where the caulk was no longer effective. There did not appear to be a mechanism such as through wall flashing or weep holes which would allow the water to escape to the exterior. The cap flashing installed beneath the parapet cap was not installed properly and as a result allowed water to infiltrate the mortar joints at the top of the wall and rest between the top of the marble panel and the brick parapet wall allowing water to be in direct contact with the upper panel supports. Because of this the water would filter down through the gap behind the marble and rest on the horizontal surfaces, including the clips and angles holding the panels. This retained water then corroded these panel supports. Additionally, the water would have been stopped by items such as window headers and building expansion joints. With the lack of any mechanism to expel this water to the exterior, it leaked to the inside.

Except for several areas where the caulk had been replaced as part of the recent addition, the panel caulk appeared to be compromised across the entire façade. Accordingly, water was likely infiltrating at every building façade panel compromising each panel's support and restraint clips.

JLA's ability to observe the building's concrete structural frame was limited. However, there was no apparent indication that the frame itself was significantly compromised by this water. This could be typified by falling pieces of concrete or dirty/streaked stains on the façade or where the water was expelled inside. However, if not addressed, water can find its way into cracks in the concrete frame. It would then rust and corrode the steel reinforcing. Most damage of this type occurs when the rusting reinforcing steel expands and cracks off (spalls) the concrete covering the reinforcing. This further exposes it to the damaging water.

#### CONCLUSIONS AND RECOMMENDATIONS:

In JLA's professional opinion, this building is currently structurally safe to occupy and use. There are structural items that need to be addressed before they potentially become a compromising issue. However, they have not yet progressed to the point where they present a threat to the health and safety of the occupants inside the building (except as noted below.)

The larger threat is to members of the public outside the building since a reasonable scenario exists where a marble façade panel could fall from the structure and hit a person or vehicle. A panel could also hit the ground and shatter with the resulting fragments hitting a person, vehicle or breaking through a lower-level window. A façade panel from the Upper East and West sides could also potentially fall and crash through the roof of the two side wings.

JLA recommends the following be implemented as soon as possible:

1. Restrict all access to and from the building to just the main entry in the new front addition to the building.
2. Restrict access around the perimeter of the building until the panels can be tested.
3. Use a bucket lift or other means to check each of the façade panels. Identify and mark any panel which is loose or appears to be shifted or rotated.

JLA recommends the following be implemented as soon as practical:

1. Examine the attachments of the panels, starting at the areas of known water intrusion and those identified as suspect. Potential means of examination include:

- a. Use an imaging (x-ray or other) process to examine the attachment clips. This will likely identify the presence and location of the attachment clips but has limited ability to determine their condition.
  - b. Use an imaging borescope to examine the attachment clips either through the exterior caulk joints or through holes drilled from the interior.
  - c. Selectively cut through and remove suspect panels. This would be more difficult to repair and/or replace.
2. Remove the parapet cap around the perimeter of the 9<sup>th</sup> floor roof in its entirety and physically examine the steel panel anchors located at the top of the panel. This would allow for the removal and replacement of the cap flashing and allow it to be properly installed.
3. Retrofit the attachments of the panels. The extent of this would be dependent on the results of the examination. The worst-case scenario would be to remove and reinstall all the top panel clips with stainless-steel attachments or supplement the carbon steel fasteners with additional stainless-steel fasteners. Other possibilities include securing the existing panels to the frame without removing them, utilizing new anchors drilled through the panels, countersunk and then the holes plugged with marble plugs.
4. Evaluate further the lack of through wall flashing at the intersection of the 3<sup>rd</sup> floor roof and the 9 story tower to determine the best approach for removing the lower panel or a section of the lower panel and install through wall flashing and weeps to allow for water and water vapor that accumulates in the wall cavity to have a means to be expelled to the exterior of the building rather than seeping into the interior.
5. Remove all the existing sealant that is located between the panels and replace it with new flexible sealant to eliminate water intrusion through the multiple gaps in the exterior façade that have been caused by this material failure. In this same process install weeps and drainage holes above window heads to properly expel water from the wall cavity. Sealant in the design of this building is being used as a mechanism to prevent water intrusion and allow for the marble panels to expand and contract with temperature changes. Sealant replacement is a deferred maintenance item and has a limited lifespan. Plans should be made and funds allocated to repair and/or replace exterior sealant every 10-15 years in ensure a continued watertight envelop on the building.





























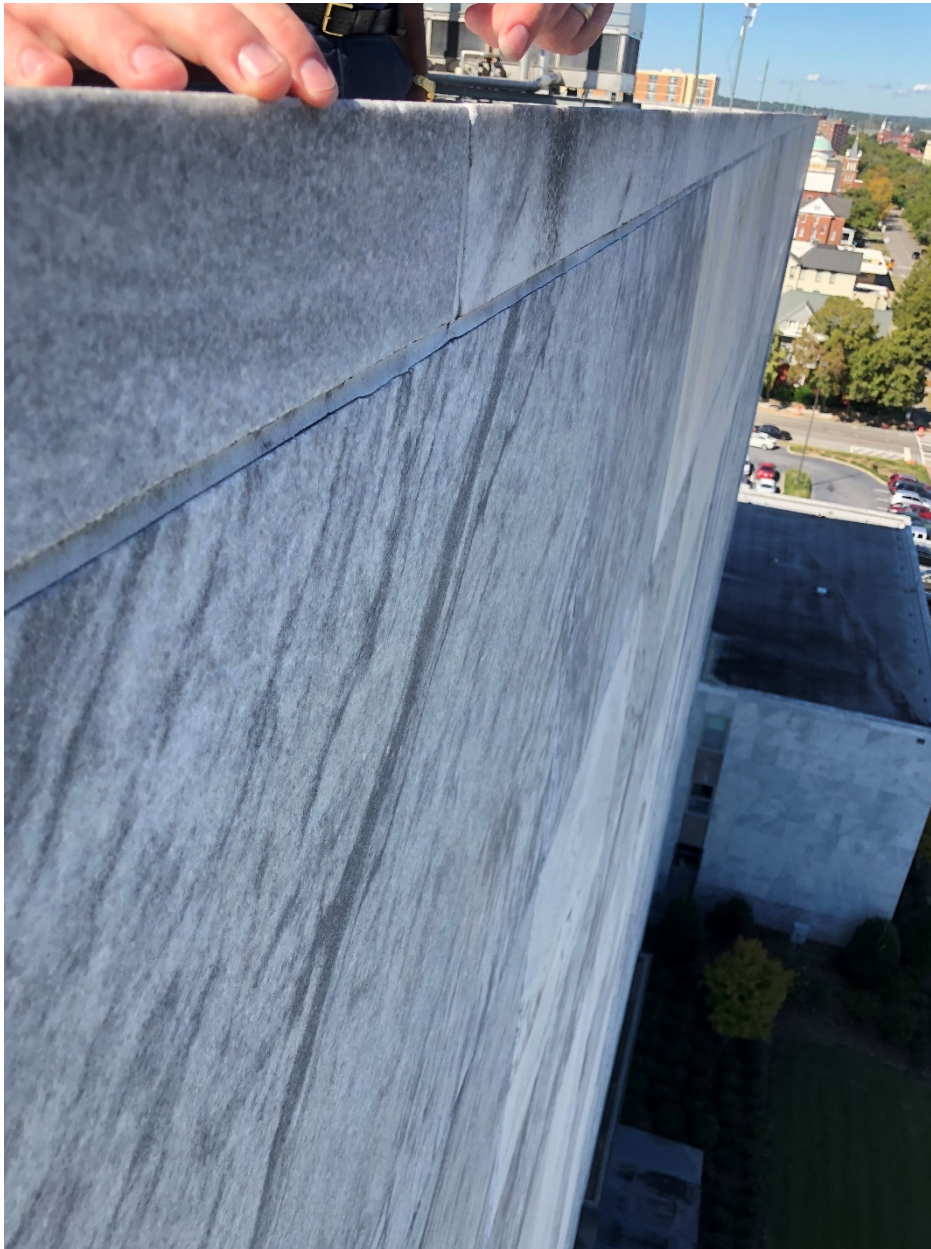






























SUBMITTED BY: Watson Lee Dorn, III, AIA, Architect  
Mark W. Lorah, P.E., F. ASCE, Structural Engineer

CC: File



## SITE OBSERVATION REPORT

**REPORT #:** 001**DATE:** 8/11/2023**PROJECT TITLE:** Augusta Municipal Building Leak Investigation **JOB #:** PZL233**COMMENTS:**

On Thursday August 3<sup>rd</sup>, 2023, Lee Dorn and Chris Whitmore from JLA visited the municipal building at 530 Greene Street along with Mr. Howard from the City of Augusta to observe reported roof leaks at the expansion joints between the intersection of the lower roof and the nine-story tower.

**ROOF LEAK:**

1. During the Site visit, JLA accessed the plenum space above the ceiling on the third floor and provided visual inspection of the areas directly above the stained and damp acoustical ceiling tiles. It was noted that at some point spray-foam insulation had been applied to the lower portion of the expansion joint located between the concrete roof deck and concrete main frame beam of the primary structural system for the building. Water staining and efflorescence was noted on the concrete structure indicating that the water leakage into the building has been ongoing for some time. Mr. Howard stated that light to moderate rain showers did not produce leaking, however during heavy rain and high winds, large amounts of water entered the third floor at the aforementioned expansion joint locations.
2. Visual inspection from the roof level noted roof to wall flashing with a termination strip. This system appeared to be stable and in serviceable order. The roof system had been reinforced with mastic sealant along the intersection of the roof with the wall plane.
3. After review of the roof and adjoining marble wall cladding panels, it appeared that the leak source may be from water running down behind the panels and potentially bypassing the building flashing that is designed to shed the water to the building exterior. The panel joints did not appear to have functional watertight joints and water was also observed to be seeping through the joints from behind the panels ([Attachment A](#)).
4. After the site visit, the City provided background drawings to JLA on August 3<sup>rd</sup>, 2023 that contained information on an Exterior Envelope Renovation project by Stafford Consulting Engineers, dated March 7, 2007. These background drawings contained a renovation detail that defined the building components at this expansion joint location that may indicate a potential leak path as noted ([Attachment B](#)).

**LOOSE WALL CLADDING:**

During our Site visit w/ Mr. Howard on August 3<sup>rd</sup>, 2023, we observed a building condition that we believe needed immediate attention.

1. At the upper roof line, one of the marble wall panels was out of position and was not properly anchored ([Attachment C](#) and [Attachment D](#)).
2. As such, there is a possibility that the panel could fall and endanger people below. Consequently, the area below the loose panel needs to be immediately cordoned off and personnel and public kept out of this area ([Attachment E](#)).
3. Subsequently, Lee Dorn met on-site with Ms. Maria Rivera-Rivera and a demolition contractor (Tyson Thompson) on August 11<sup>th</sup>, 2003 to further evaluate the wall cladding situation. It's reported that Thompson Wrecking was involved during the 2007 renovation and Mr. Thompson is going to talk with the superintendent who did that work to see if he remembers exactly how the wall cladding panels were attached. Mr. Thompson will also be developing a cost to remove two sections of the marble cap and the panel in question, to include temporary weatherproofing. Once JLA has an opportunity to review the connections and propose a solution, Thompson Wrecking will provide for the reinstallation

of the caps and panel. Mr. Thompson is scheduled to provide a proposal for the above-described work by the beginning of next week.

Attachments:


- Attachment A – Water Migrating Through Wall Cladding Joint
- Attachment B – Expansion Joint Detail From Stafford Exterior Envelope Renovation of March 7, 2007
- Attachment C – Displaced Wall Panel Location
- Attachment D – Displaced Marble Wall Panel
- Attachment E – Cordoned-Off Area

**SUBMITTED BY:** Chris Whitmore, P.E.

**cc:** File



## ATTACHMENT A

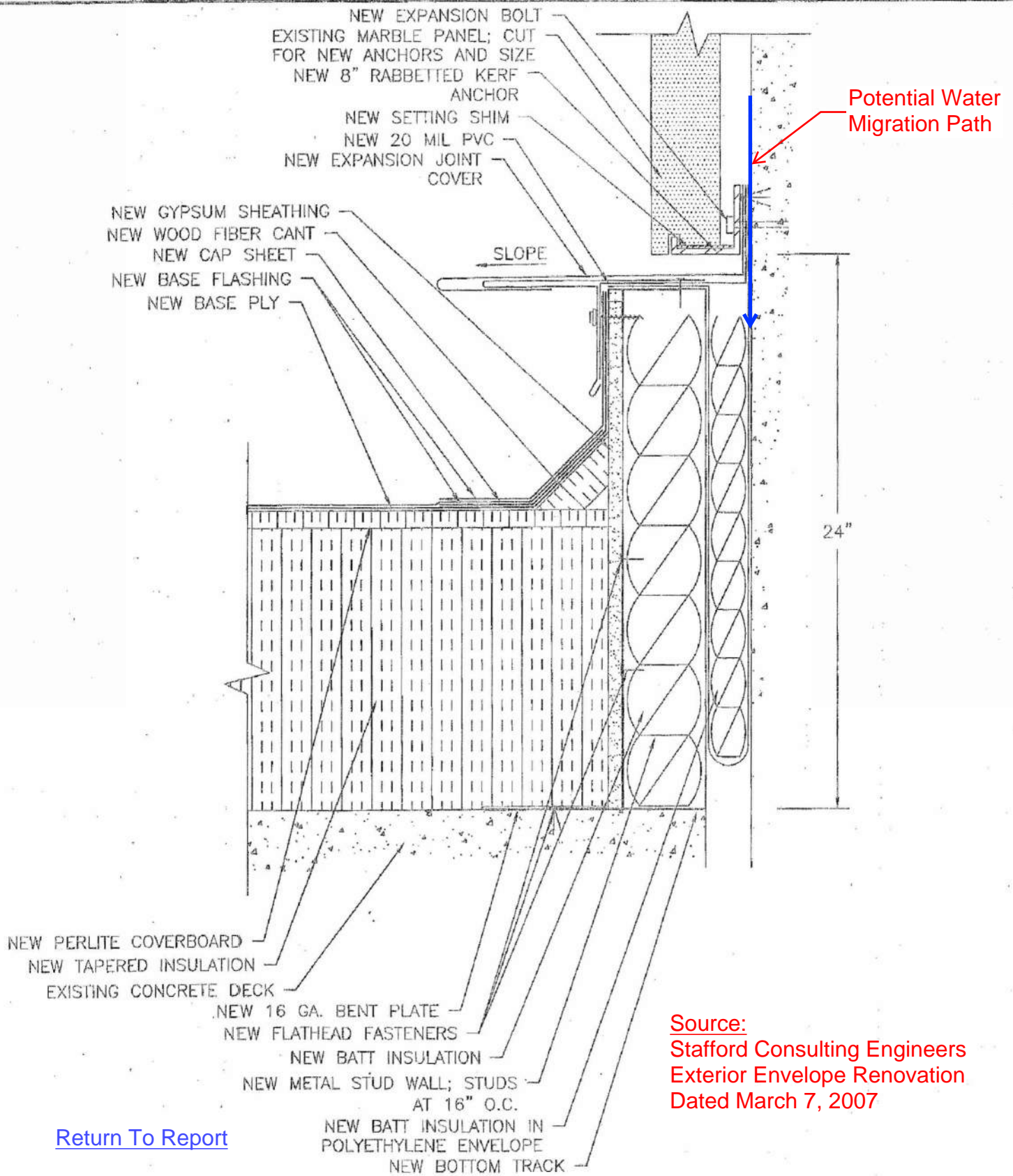
A photograph of a wall joint, likely a horizontal seam between two panels. The wall surface is light-colored with some darker, possibly water-stained or moldy, areas. Two red arrows originate from a text box on the right and point towards the joint, one on the left side of the joint and one on the right side. The joint itself appears slightly recessed and has some dark material along it.

Wet Joint - Water Migrating  
From Behind Wall Panel

[Return To Report](#)



# ATTACHMENT B



[Return To Report](#)



ATTACHMENT C



Displaced Wall Panel

[Return To Report](#)



# ATTACHMENT D

Displaced Marble  
Wall Panel

[Return To Report](#)



# Untitled Map

Write a description for your map.

Legend

Item 41.

## ATTACHMENT E

Area To Be Cordoned Off

[Return To Report](#)



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

## ADDITIONAL SCOPE AGREEMENT

PROPOSAL #: 233

DATE: 3/4/2024

TO: Maria Rivera-Rivera  
Augusta-Richmond County (ARC)  
Central Services Department  
2760 Peach Orchard Rd  
Augusta, Georgia 30906

SENT BY: ☐ PHONE  
☐ FAX  
☐ EMAIL

RE: Municipal Building Leak Investigation

BY: Rett Harbeson, PLA, CLARB

FEE ARRANGEMENT: \$25,000.00

LOCATION: 535 Telfair Street  
Augusta, GA

## SCOPE OF SERVICES:

Johnson, Laschober & Associates (JLA) appreciates the opportunity to provide a fee proposal for the continuation of the assessment/investigation of the Marble façade on the Municipal Building located at 535 Telfair St. in Augusta, GA.

JLA will provide in-field support to Kuhlke Construction during the evaluation of the building envelope to address immediate but currently unidentifiable needs to temporarily resecure panels, coping caps, or other building elements during the evaluation period. Final design for the permanent remediation measures will be coordinated with Kuhlke and Structural Preservation Systems, LLC final investigative report. Final Scope of Work and Fee to be determined (TBD).

JLA is proposing a fee adjustment that will be billed at an hourly rate.

## SPECIAL CONDITIONS:

- JLA will work with Kuhlke Construction during this evaluation. However, ARC will contract directly with Kuhlke Construction for their portion of the work.

## Terms and Conditions

Johnson, Laschober & Associates P.C. (JLA) shall perform the services outlined in this agreement for the stated fee agreement.

**Access to Site** -- Unless otherwise stated, JLA will have access to the site for activities necessary for the performance of the services. JLA will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

**Fee** -- The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

**Billings/Payments** -- Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and JLA may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

**Indemnifications** -- The Client shall indemnify and hold harmless JLA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except JLA) or anyone for whose acts any of them may be liable.

**Hidden Conditions** -- A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If JLA has reason to believe that such a condition may exist JLA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) JLA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, JLA shall not be responsible for the existing condition nor any resulting damages to persons or property.

**Risk Allocation** -- In recognition of the relative risks, rewards and benefits of the project to both the Client and JLA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, JLA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of JLA's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to JLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**Jobsite Safety** -- Neither the professional activities of JLA, nor the presence of JLA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JLA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, JLA, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

**Termination of Services** -- This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay JLA for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Ownership Documents** -- All documents produced by JLA under this agreement shall remain the property of JLA and may not be used by this Client for any other endeavor without the written consent of JLA.

**Applicable Law** -- Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of JLA.

Johnson, Laschober & Associates, P.C.:

Accepted by Augusta Richmond County:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name/title)

\_\_\_\_\_  
(printed name/title)

Billing Address: \_\_\_\_\_

\_\_\_\_\_  
(executed agreement date)



# Augusta Richmond County

## *Emergency Municipal Building Façade Inspection*

### Proposal Clarifications Revision 1

March 8, 2024

Kuhlke Construction & Associates, Inc. (KCA) has made a commitment to this project and is devoted to achieving the goals demanded by Augusta Richmond County. Additionally, we recognize the critical importance of effective collaboration and communication between Kuhlke Construction and the Owner. Often it takes a dedicated commitment by all participants in the project to fully communicate the intended form and function desired to achieve a final product that will most efficiently and economically achieve the project goals.

It is our hope that we have correctly evaluated the scope of work required by Augusta Richmond County and that our proposal represents exactly ALL the work requested and nothing more than that required to complete the project as currently conceived. We believe that the detailed listing offered below is an effective method for ensuring that Kuhlke Construction is correctly planning to achieve the results required by the Owner.

#### BACKGROUND:

Augusta-Richmond County Municipal Building built in 1957 is the marble clad home of Augusta and Richmond County governments. Currently the marble cladding is reportedly showing signs of distress. Recently marble copings were removed as well as marble panels directly below the coping exposing corroded marble panel clips. In addition, Kuhlke Construction & Associates, Inc. has observed marble panels that are visibly out of plane. Kuhlke Construction & Associates, Inc. (KCA) has partnered with Structural Preservation Systems, LLC. (SPS) to develop access, rigging, and specialty investigation services for a design-build project delivery. The KCA/SPS team will perform services to provide findings of the current conditions of the marble panels along with making recommendations for a treatment options. The services outlined below will be conducted by a team of building scientists, roof/waterproofing consultants, specialty structural and restoration engineers with backgrounds in historical building envelope and general construction services. The specialists working on each project have extensive experience in such investigations. Conclusions will be drawn from on-site observations and interviews with users and management, maintenance personnel. Appropriate documents will be reviewed for orientation purposes. Except where indicated otherwise, no destructive testing, calculations, intrusive observations, or laboratory analysis is included in the services outline herein. KCA/ SPS team will require structural, architectural, and/or as-built drawings to perform our investigation. We trust that our team was provided adequate detail for your evaluation and expressed our desire to work with Johnson, Laschober & Associates, P.C., (JLA) and Augusta-Richmond County (ARC) on this important project.

The following outlines the project scope of services, working conditions, exclusions and support by others, safety considerations, estimated schedule, financials, suggested next step and attachments as they relate to this project. The

KCA/SPS team will perform the services listed below and to provide our findings of the current conditions of the marble panels along with recommendations for treatment options.

## SCOPE OF SERVICE - PHASE 1 (Inspection Tasks 1 & 2):

### Inspection Task 1 – Façade Observations, Drawing Review and Report:

- We HAVE included costs to perform a Detailed Façade Inspection. A detailed inspection is identified in ASTM E 2270 Standard Practice for Periodic Inspection of Building Facades for Unsafe Conditions as; visual observation from less than 6 ft and tactile evaluation of façade components, including camera inspection probing and non-destructive testing to observe concealed conditions of wall construction.
- We HAVE included costs to review, if available, leak logs / reports, and other pertinent data from previous building envelope studies provided by the owner.
- We HAVE included costs to review available drawings of the building to attempt to determine the details of construction.
- We HAVE included costs to mobilize to the site and provide access (rope access, swing stage set on roof by crane and manlifts) as required. Rigging and suspended scaffold setups will be installed per OSHA regulation. We have **NOT** included costs for additional requirements beyond OSHA regulations. We have assumed this scope of work will be completed in one mobilization and uninterrupted work schedule while onsite.
- We HAVE assumed parking will be made available for our employees and service vehicles.
- We HAVE included costs for temporary panel fencing around the building's immediate perimeter (excludes parking lots, parking areas may need to be altered as needed for safety concerns) during the physical work. If it is deemed necessary due to life safety issues that temporary fence panels are required beyond the physical work period (1-2 weeks), additional cost may be incurred.
- We HAVE assumed daytime working hours, Monday – Friday utilizing open shop labor without prevailing wages.
- We HAVE included costs to install two roof penetrating temporary tieback anchors on the roof for access rigging. Roof penetrations for these two temporary tiebacks will be patched once removed.
- We HAVE included costs to install temporary seal/caulk at all camera inspection probing locations with temporary sealant.
- We HAVE included costs to provide follow up of the façade inspection with a report of the findings along with recommendations, practical solutions to address the recommended repairs, and risk factors associated with the observed conditions, and recommendations for additional testing or exploratory openings; to help address reported conditions.
- We HAVE included costs for one (1) virtual meeting during normal business hours following delivery of the findings to review conditions and recommendations and answer questions related to the study.

- We HAVE included an ALLOWANCE of \$25,000.00 for emergency repairs that would be required due to an immediate Life Safety issue. This allowance is added as costs to account for immediate but unidentifiable needs to resecure panels (not permanent), temporary resecure coping caps (not permanent), and costs potentially needed for additional exploratory inspections. Any additional work beyond the original Scope of Work will be performed on the following T&M rates:

|                      |                   |
|----------------------|-------------------|
| Project Manager      | \$200.00/hr.      |
| Project Engineer     | \$150.00/hr.      |
| Supervision          | \$175.00/hr.      |
| Technician           | \$85.00/hr.       |
| Materials/Rentals    | Cost plus 20%     |
| Out of Town per diem | \$175/man per day |

Contractor owned equipment will be billed at the current industry competitive rates.

- Upon Notice to Proceed, Inspection Task item 1 scope of services will commence with-in 7-10 business days. Estimated inspection duration is approx. 5-7 business days

## Inspection Task 2 – Scope Confirmation and Budgetary Rough Order of Magnitude Estimate:

- We HAVE included costs to prepare scope of work task items which will include narrative descriptions of the work, along with a Budgetary Rough Order of Magnitude Estimate, this cannot be completed until after Inspection Task 1 items have all been finalized. Upon completion of Inspection Task item 1, KCA will work diligently with SPS and JLA to expedite Inspection Task 2 – Scope Confirmation and Budgetary Rough Order of Magnitude Estimate (Turnkey Construction Services) for JLA and Owners to review for approval prior to developing the supporting design documents (Phase II Design and Construction Services).

## SCOPE CLARIFICATIONS:

- The project will be constructed in conformance with all applicable and governing building codes and ordinances. We have **NOT** included costs for Building Permits and Inspection Fees as required by the governing authority. KCA has assumed that a Permit will not be required for the Inspection work being performed during this phase.
- We have included Project Administration & Management expenses in our general condition's costs. KCA has included these costs as a reimbursable expense for the administration and management of the project from the contractor's home office. Note that in the case of a "Cost of Work Plus a Fixed Fee with a GMP" type of agreement, this cost must be specifically defined in the contract as a reimbursable expense. It is assumed that this is acceptable to the Owner and that this provision will be included in the final contract.
- We HAVE included costs for Worker's Compensation Insurance and General Liability Insurance at statutory limits. We have **NOT** included Professional Liability Insurance. It is assumed that this is not a requirement.
- We HAVE included "Builder's Risk" Insurance in our proposed contract cost.



- We have **NOT** included "Owner's Protective" Insurance in our proposed contract cost. It is assumed that Owner's Protective Insurance is not required for this project.
- We **HAVE** included costs for a Performance & Payment Bond for this project.
- We have **NOT** included any costs for removal or remediation of existing environmental or life safety hazards such as Asbestos, Lead Paint, Mold or PCBs.
- We have **NOT** included financing costs in our offering. It is assumed that the Owner will make regular progress payments as specifically noted in the contract document. Please refer to the agreement for any fees and interest expenses that may apply to late payments to KCA.
- We have **NOT** included cost for night, weekend or overtime work, it is assumed that all work will be performed Monday-Friday normal working hours.
- Due to the volatility in the cost of materials and services, KCA cannot guarantee the costs presented in this package any longer than **Fifteen (15) days** from the date of this offering. KCA has observed that very few vendors or subcontractors will guarantee their pricing beyond a fifteen-day (15) term. KCA cannot accept liability for escalation of costs due to an excessive delay in commitment. KCA reserves the right to revise our proposal if this proposal is not accepted and a contract executed within 30 days of the date of this presentation.
- KCA has assumed that the clarifications presented here are acceptable to the Owner and will be included as an exhibit to the contract agreement.
- KCA has **NOT** included cost for **Phase II** professional design services required to produce construction drawings and specifications for the Architectural design, Structural Engineering, Mechanical & Electrical Engineering, Civil Design & Engineering, Structural Design & Engineering. It is assumed that this is not required at this phase of the project but will likely require this professional service in resolving
- KCA has **NOT** included costs for temporary electricity and water consumption expenses in our offering. KCA will provide labor, materials, and equipment necessary to distribute power and water from the assigned source to the project site. It is expected that Augusta Richmond County will bear the consumption costs of all temporary and permanent utilities (*electricity, water*) for the duration of the project at no cost to KCA. We have assumed two 30A 220v circuits will be available on the roof for two swing stage scaffolds.
- We **HAVE** included costs to provide temporary toilets for all construction labor during the term of construction.
- We **HAVE** included costs to provide all necessary tools, equipment, hoisting, staging, scaffolding, safety equipment and temporary construction required to construct KCA's scope of work for the project as currently contemplated.
- We have **NOT** included costs to remove and replace all joint caulking on the façade. This will be performed under (Phase II Design and Construction Services) of this project.
- We have **NOT** included costs for security guards or escorts while onsite.
- We have **NOT** included costs to repair or replace the existing roof systems in this proposal. This scope of work will be performed under phase II of this project.

## SCOPE OF SERVICE - PHASE 2 (DESIGN DOCUMENTS & PHYSICAL CONSTRUCTION):

Design Development: Scope of Services to Be Determined.

Construction Services: Scope of Work to Be Determined.



## Commission Meeting

May 7, 2024

### Emergency – Central Services Construction Shop Roof Replacement

|                                                       |                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Central Services Department                                                                                                                                                                                                                                                                                                            |
| <b>Presenter:</b>                                     | Ron Lampkin                                                                                                                                                                                                                                                                                                                            |
| <b>Caption:</b>                                       | Receive as information the emergency request for the removal and replacement of Central Services Construction Shop roof in the amount of \$43,000.00 by Crosby Roofing & Seamless Gutters.                                                                                                                                             |
| <b>Background:</b>                                    | Numerous consistent leaks were detected inside the Central Services Construction Shop. These leaks are persistently creating interior issues and water damage, but most importantly safety related concerns. It is imperative that the corrective process takes place to preserve the integrity of the structure and personnel safety. |
| <b>Analysis:</b>                                      | Crosby Roofing & Seamless Gutters will perform the corresponding work.                                                                                                                                                                                                                                                                 |
| <b>Financial Impact:</b>                              | \$43,000.00 – 272-01-6210/54.13120                                                                                                                                                                                                                                                                                                     |
| <b>Alternatives:</b>                                  | A – Receive as information<br>B – Do not receive as information                                                                                                                                                                                                                                                                        |
| <b>Recommendation:</b>                                | Receive as information the emergency request for the removal and replacement of Central Services Construction Shop roof in the amount of \$43,000.00 by Crosby Roofing & Seamless Gutters.                                                                                                                                             |
| <b>Funds are available in the following accounts:</b> | \$43,000.00 – 272-01-6210/54.13120                                                                                                                                                                                                                                                                                                     |



## Central Services Department

Ron Lampkin, Interim Director  
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906  
(706) 821-7174 Phone (706) 796-5077 Fax

### MEMORANDUM

**TO:** Geri Sams, Director, Procurement Department

**FROM:** ~~Ron Lampkin~~, Interim Director, Central Services Department

**DATE:** March 25, 2024

**SUBJECT:** Emergency Memo – Facilities Maintenance Construction Shop Roof Replacement

In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as notification of an emergency at the Central Services Construction Shop several roof leaks.

The Central Services Construction Shop is currently experiencing several leaks inside the building. These leaks are persistently causing interior issues and water damage to the walls, ceiling, and flooring. During an assessment conducted by the Central Services Department, it was found that the panel metal roof will require replacement. It is imperative that the maintenance process continues to preserve the integrity of the structure. Crosby Roofing & Seamless Gutters has been deemed qualified to make the necessary replacements.

Please process a purchase order to Crosby Roofing & Seamless Gutters in the amount of \$43,000.00 for the needed roof replacement.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr

AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT

REQUISITION

DEPARTMENT NAME: Central Services Department  
DEPARTMENT NUMBER: 2720 06210/5413120  
DEPARTMENT HEAD: 

REQUISITION: REQUISITION DATE: 03/25/2024  
PURCHASE ORDER NUMBER:  
PURCHASE ORDER DATE:

| ITEM NO                                      | DESCRIPTION                                                                                                                                                                          | Quantity | Unit Price   | Total Price  | NAME OF BIDDER                                   |                |           |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------|--------------|--------------------------------------------------|----------------|-----------|
|                                              |                                                                                                                                                                                      |          |              |              | VENDOR                                           | PHONE NUMBER   | QUOTED BY |
| 1                                            | PBR PANEL METAL ROOFING - TEAR OFF HAUL AND DISPOSE OF EXISTING ROOF & INSULATION, INSTALL NEW ROOF AND CLEAN AREA OF RELATED DEBRIS AT CENTRAL SERVICES CONSTRUCTION SHOP WAREHOUSE | 1        | \$ 43,000.00 | \$ 43,000.00 | Crosby Roofing & Seamless Gutters<br>Allen Perry | (678) 315-4913 | Antonio   |
| 2                                            |                                                                                                                                                                                      |          |              |              |                                                  |                | Nick Rau  |
| 3                                            | *Emergency                                                                                                                                                                           |          |              |              |                                                  |                |           |
| 4                                            | Proposal 03/19/2024                                                                                                                                                                  |          |              |              |                                                  |                |           |
| 5                                            | Central Services - Facilities Maintenance Construction Shop                                                                                                                          |          |              |              |                                                  |                |           |
| 6                                            |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| 7                                            |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| 8                                            |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| 9                                            |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| 10                                           |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| 11                                           |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| 12                                           |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| 13                                           |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| 14                                           |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| 15                                           |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| 16                                           |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| 17                                           |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| 18                                           |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| 19                                           |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| 20                                           |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| TOTAL BID                                    |                                                                                                                                                                                      |          | \$           | 43,000.00    | \$                                               | 43,593.29      | No Bid    |
| SHIPPING CHARGES                             |                                                                                                                                                                                      |          |              |              |                                                  |                |           |
| DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER |                                                                                                                                                                                      |          |              |              |                                                  |                |           |



**Crosby Roofing & Seamless Gutters-Augusta LLC**  
 1955 International Court  
 Grovetown, GA 30613  
 Phone: 706-623-4300

Fax: 706-426-7858

Company Representative  
 Allen Perry  
 Phone: (678) 315-4913  
 allenecrosbyroofingaugusta@gmail.com

**03/19/2024**  
 Claim Information

**Eric Bell**  
 2760 Peach Orchard Road  
 Augusta, GA 30906  
 (706) 564-1712

**Job: Eric Bell**

### **PBR panel metal roofing**

Warehouse in the back of the property

- Crosby Roofing will provide a dumpster for the job
- Remove, tear off, haul and dispose of existing roof and insulation.
- Inspect and clean surface area before installing the new roof
- Install new 3" insulation
- Install new 26 gauge PBR panels
- No skylights to remain. Replace with metal panels.
- Install drip metal on all eaves
- Install new gable trim
- Install new pipe boots
- Clean job site daily of all work related debris
- Clean existing gutters and magnetically sweep work area.
- This metal roof system comes with a 40 year manufacturer warranty on the paint and the metal. Crosby Roofing will pass along a 10 year labor warranty.

**\$43,000.00**

Starting at \$429/month with **Acorn** • **APPLY**  
FINANCE





**Brighter Side Roofing**  
 472 Flowing Wells Rd  
 Augusta, GA 30907  
 Suite H-4  
 Phone: 803-426-1716

03/22/2024

**Company Representative**  
 Antonio Bridges  
 Phone: (803) 640-7291  
 antonio@brightersideroofing.com

**Augusta Georgia Central Services**  
**Eric Bell**

2760 Peach Orchard Road  
 Augusta, GA 30906  
 (706) 564-1712

Job: Augusta Georgia Central Services

## Roofing Section

29 gauge metal roof

### Install 26 gauge R-Panel

Qty  
 5700.00 Unit  
 SF

Georgia Rib

Available in both 26 and 29 Gauges. Georgia Rib Metal Roofing Panels are a Durable, Versatile option for any industry.

Panel Width: 36"

R: 3/4" R spaced 9" on center

Gauge: 26 or 29

### Remove, tear off, haul off of existing roof

5500.00 SF  
 15.00 EA

### 29 gauge ridge cap

Ridge Cap is made from sturdy, 29 gauge galvanized steel. The Ridge Cap, used in conjunction with Closure Strips, reliably protects the ridge seam against water infiltration. The peak top and crisp angles provides a classic appearance for your roof. Gibraltar Corrugated Ridge Cap is designed to be used with corrugated metal roofing panels.

Galvanized steel is a trusted, low-maintenance product that is known for durability

Provides a professional finish and protection against the elements when installed with appropriate closure strips

Non-combustible; resistance to fire increases your security and may result in lower insurance premiums

29-Gauge thickness, recommended for roof slope of 3/12 pitch or greater

11 in. wide with a 1 inch step on either side of the peak

### 26 Gauge gable trim

10.00 EA

Gable Trim designed to finish off the edge of the roof (gable or rake). Striations and bends on the flashing provide strength and match the lines of your other edge trims. The Gable Trim combined with sealant provides a watertight seal for your roof system.

Gable Trim finishes off your roof panels at the edge of your roof

26-Gauge steel material

Available in colors that match the Roof Panel

### Eave trim / drip edge

40.00 EA

Eave Molding is designed for the eave (low side) of the building. When gutter is not required, Eave Molding provides an excellent way of finishing off the low side of the roof panels. The kick out design directs water away from the wall panel below.

29-Gauge steel material

Available in colors that match the roof or wall panel

Install pipe boot

1.00 EA

Install insulation entire roof

1.00 EA

**\$43,593.29**

**TOTAL**

**\$43,593.29**

Starting at \$435/month with **Acorn** • **APPLY**  
FINANCE

**Exclusions:**

Unforeseen decking damage 1/2" OSB \$70.00 / 1x6's \$4.50 LF. All material is guaranteed to be as specified and the above work to be performed in accordance with the details submitted for the aforesaid product. It is to be completed in a satisfactory workmanlike manner. Damages not included are consequential, windstorms, hailstorms, hurricanes, tornadoes, gales, earthquake, fire, explosion, flood, chemical attack, solid objects fallen deck, acts of God, wear through misuse or abuse, damage physically inflicted through accidents or man-made causes, riots vandalism, damages from leaks while work is in progress, or war. We are not responsible for any unforeseen mechanical or electrical components within 2" of roof decking. Full roof installs comes with a 10 year workmanship warranty with the purchase of lifetime architect shingles or metal roofing of any sort. Full roof installs comes with a 6 yr workmanship warranty with the purchase of a 25 yr warranty shingle. TPO systems comes with 20 manufacturing warranty and 5 year labor warranty. No material or labor warranty will be issued for any roof repairs (anything other than a full/ complete roof replacement) unless otherwise noted in writing. All warranties starts at the time of job completion and do not start over in the event a warranty claim is initiated. All legal fees incurred due to collections are the sole responsibility of the customer. There will be a 3.0% surcharge to all credit card payments. All outstanding balances over 5 days incur a 1.5% interest and compound monthly. All monies are due in full immediately upon job completion some projects may require a 50% deposit.

**ACCEPTANCE OF PROPOSAL:**

The following prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment due in full at completion of project, unless other arrangements are made prior to start date. Failure of payment upon completion without prior arrangements renders all warranties void.

Company Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

[EXTERNAL] 2760 Peach Orchard Rd

Nick Rau <nrau@rpiroof.com>

Fri 3/22/2024 2:56 PM

To: Eric T. Bell <EBell@augustaga.gov>

Eric,

Recapping our conversation from earlier regarding 2760 Peach Orchard Rd. Based off of the scope of work we discussed, we are not interested in tearing off the metal panels. We would be interested in proposing a retrofit TPO.

Best Regards,  
Nick Rau  
RPI

Get [Outlook for iOS](#)

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]



## Commission Meeting

May 7, 2024

Emergency – Charles B. Webster Detention Center Fire Alarm

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|                                                       |                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Central Services Department                                                                                                                                                                                                                                                                                                                 |
| <b>Presenter:</b>                                     | Ron Lampkin                                                                                                                                                                                                                                                                                                                                 |
| <b>Caption:</b>                                       | Receive as information the emergency request for fire alarm software update and device replacement plan at Charles B. Webster Detention Center in the amount of \$36,500.00 to Southeastern System Technologies.                                                                                                                            |
| <b>Background:</b>                                    | CBWDC fire alarm system requires a software upgrade to bring it to compliance. This upgrade will allow Southeastern to address the non-functioning alarm devices and develop a plan to perform the required replacements. Failure to upgrade the system poses as a significant safety risk to inmates and employees in the event of a fire. |
| <b>Analysis:</b>                                      | Southeastern System Technologies is currently performing corresponding corrective work.                                                                                                                                                                                                                                                     |
| <b>Financial Impact:</b>                              | \$36,500.00<br>GL: 272-01-6210 / 53.19130                                                                                                                                                                                                                                                                                                   |
| <b>Alternatives:</b>                                  | A – Receive as information<br>B – Do not receive as information                                                                                                                                                                                                                                                                             |
| <b>Recommendation:</b>                                | Receive as information the emergency request for fire alarm software update and device replacement plan at Charles B. Webster Detention Center in the amount of \$36,500.00 to Southeastern System Technologies.                                                                                                                            |
| <b>Funds are available in the following accounts:</b> | \$36,500.00<br>GL: 272-01-6210 / 53.19130                                                                                                                                                                                                                                                                                                   |

# PURCHASE ORDER

## AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT  
535 TELFAIR STREET, MUNICIPAL BUILDING 1000  
AUGUSTA, GEORGIA 30901-2377  
PHONE: (706) 821-2422

Page 1 of 1

Item 43.

PURCHASE ORDER NO.  
P467782

REQUISITION/QUOTE NO.  
R387969

|                   |                      |                                  |                                                                                               |
|-------------------|----------------------|----------------------------------|-----------------------------------------------------------------------------------------------|
| DATE<br>03/19/24  | DEPARTMENT<br>016210 | VENDOR PHONE #<br>(706) 731-7799 |                                                                                               |
| VENDOR #<br>24828 | E-VERIFY #<br>107390 | EMAIL<br>SSTAUGU@GMAIL.COM       | PURCHASE ORDER NUMBER ABOVE<br>MUST APPEAR ON ALL INVOICES,<br>SHIPPING PAPERS, AND PACKAGES. |

|                                                                                            |                                                                    |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| VENDOR<br>SOUTHEASTERN SYSTEM TECHNOLOGIES<br>3608 MILLEDGEVILLE ROAD<br>AUGUSTA, GA 30909 | ATTN: EMERGENCY<br>BID NUMBER:<br><br>CONTRACT #:<br>BUYER: DOREEN |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------|

|                                                                                                 |                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SHIP TO:<br>CENTRAL SERVICES ADMIN<br>2760 PEACH ORCHARD RD.<br>BUILDING A<br>AUGUSTA, GA 30906 | BILL TO:<br>AUGUSTA, GEORGIA<br>ACCOUNTING DEPARTMENT, SUITE 800<br>535 TELFAIR STREET, MUNICIPAL BUILDING 1000<br>AUGUSTA, GA 30901-2379<br>(706) 821-2335<br><br>ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO<br>ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION. |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| ITEM # | QUANTITY | UNIT | PRODUCT ID | DESCRIPTION                                                                                                   | UNIT PRICE | AMOUNT    |
|--------|----------|------|------------|---------------------------------------------------------------------------------------------------------------|------------|-----------|
| 0001   | 1        |      |            | FIRE ALARM SYSTEM CORRECTIONS<br>NEEDED AT CHARLES B. WEBSTER<br>DETENTION CENTER<br><br>272-01-6210/53-19130 | 36,500.00  | 36,500.00 |

### CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
- Shipping charges prepaid by vendor.
- Payment will be made on complete shipments only, unless otherwise requested.
- DELIVERY TICKET MUST ACCOMPANY GOODS.
- No back orders. We will reorder if available.
- Please make deliveries between 9 A.M. and 4 P.M.
- All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
- Indoor delivery if necessary.
- Payment Net 30 or according to contract.

NET TOTAL..... 36,500.00

APPROVED FOR ISSUE

*G.A. Sims*

PROCUREMENT DIRECTOR

892

REQUISITIONER



## Central Services Department

Ron Lampkin, Interim Director  
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906  
(706) 828-7174 Phone (706) 796-5077 Fax

### MEMORANDUM

**TO:** Geri Sams, Director, Procurement Department

**FROM:** Ron Lampkin, Interim Director, Central Services Department

**DATE:** March 14, 2024

**SUBJECT:** Emergency Memo – Charles B. Webster Fire Alarm System Corrections Phase 1

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In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as notification of an emergency at Charles B. Webster Detention Center relating to the needed corrections to the fire alarm system.

The fire alarm panel software at the Charles B. Webster Detention Center is currently outdated and will need to be brought up to standard. The releases are important as it allows the system to communicate with newer devices if an older device requires replacement. Additionally, there are no device descriptions in the system, which puts the facility's safety at risk because there is no way to know where an alarm is located when a device goes into alarm mode. The upgrade of the panel software would allow for the vendor to address non-functioning devices and develop a plan for their correction. It is imperative that these corrections take place as the failure of the fire systems poses a significant security and safety risk. Southeastern System Technologies has been deemed qualified to make the necessary corrections as they are the current vendor that monitors the fire alarm system at this location.

Please process a purchase order for Southeastern System Technologies in the amount of \$36,500.00 for phase one of the needed corrections to the fire alarm system.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr



AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT

Item 43.  
PURCHASING DEPARTMENT  
REQUISITION  
PURCHASE ORDER NUMBER: 372016310/53.19130  
PURCHASE ORDER DATE: 03/14/2024  
DEPARTMENT HEAD: 

REQUISITION:  
REQUISITION DATE: 03/14/2024  
PURCHASE ORDER NUMBER:  
PURCHASE ORDER DATE:

| ITEM NO                                      | DESCRIPTION                                                                 | Quantity | NAME OF BIDDER |              | NAME OF BIDDER |             | NAME OF BIDDER |             |
|----------------------------------------------|-----------------------------------------------------------------------------|----------|----------------|--------------|----------------|-------------|----------------|-------------|
|                                              |                                                                             |          | Unit Price     | Total Price  | Unit Price     | Total Price | Unit Price     | Total Price |
| 1                                            | FIRE ALARM SYSTEM CORRECTIONS NEEDED AT CHARLES B. WEBSTER DETENTION CENTER | 1        | \$ 36,500.00   | \$ 36,500.00 |                |             |                |             |
| 2                                            |                                                                             |          |                |              |                |             |                |             |
| 3                                            |                                                                             |          |                |              |                |             |                |             |
| 4                                            | *EMERGENCY                                                                  |          |                |              |                |             |                |             |
| 5                                            | Quotation Re: Fire Alarm System Corrections 2/23/24                         |          |                |              |                |             |                |             |
| 6                                            |                                                                             |          |                |              |                |             |                |             |
| 7                                            |                                                                             |          |                |              |                |             |                |             |
| 8                                            |                                                                             |          |                |              |                |             |                |             |
| 9                                            |                                                                             |          |                |              |                |             |                |             |
| 10                                           |                                                                             |          |                |              |                |             |                |             |
| 11                                           |                                                                             |          |                |              |                |             |                |             |
| 12                                           |                                                                             |          |                |              |                |             |                |             |
| 13                                           |                                                                             |          |                |              |                |             |                |             |
| 14                                           |                                                                             |          |                |              |                |             |                |             |
| 15                                           |                                                                             |          |                |              |                |             |                |             |
| 16                                           |                                                                             |          |                |              |                |             |                |             |
| 17                                           |                                                                             |          |                |              |                |             |                |             |
| 18                                           |                                                                             |          |                |              |                |             |                |             |
| 19                                           |                                                                             |          |                |              |                |             |                |             |
| 20                                           |                                                                             |          |                |              |                |             |                |             |
| TOTAL BID                                    |                                                                             |          | \$             | 36,500.00    |                |             |                |             |
| SHIPPING CHARGES                             |                                                                             |          |                |              |                |             |                |             |
| DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER |                                                                             |          |                |              |                |             |                |             |



## QUOTATION

February 23, 2024

**Project:** Webster Detention Center  
Augusta, GA

**RE:** Fire Alarm System Corrections

We are pleased to provide you with a quotation on the above referenced project. Our pricing is described below. As discussed, we will address issues in phases.

### Phase 1:

In downloading the panel database, we found two major items that we would like to visit first. The first of these items is the actual panel software itself. The panel is presently on release 15, and the most recent release is 26. These releases are important in it allows the system to communicate with the newer devices if an older device needs to be replaced. It was also discovered that there are no descriptions for any device in your main system. This creates a safety concern for your facility, for when a device goes into an alarm state, there is nothing to tell you where the alarm is. The only way to fix this is to set each device into alarm state and make a not as to where it physically is. After which we will fix the descriptions in the panel programming. In doing this we will also make notes as to what devices are not working. Once we know where all of the devices are, then we can address the non-functioning devices and develop a plan for their correction. Our estimated time needed for this phase is 3 weeks, most of which will be the actual testing of the devices.

**Phase 1 Pricing:**

**\$ 36,500.00**

### **Terms and Conditions:**

- 1.) Southeastern System Technologies is hereinafter referred to as "Southeastern".
- 2.) Sales tax is included in our pricing, except as noted.
- 3.) Southeastern will not be responsible for any devices not shown on the contract drawings or changes required by the Authority Having Jurisdiction.
- 4.) Net of our invoice is due within 30 days with approved credit.
- 5.) We require 90% payment prior to final testing. Final 10% is due upon receipt of certification/training/warranty documentation. Southeastern reserves the right to stop work at any time invoices are past due.
- 6.) This quotation is valid for 30 days from bid date.
- 7.) Southeastern's liability is limited to the replacement of any defective part or parts supplied by Southeastern and the repair of any defective work performed by Southeastern. This warranty applies for a period of one year after acceptance of Southeastern's work. Such correction shall constitute the fulfillment of all of Southeastern's warranties hereunder. Southeastern expressly disclaims any liability for special, liquidated, incidental or consequential damages.

(Page 1 of 2)



- 8.) This quotation does not include 120VAC wiring, wire, surge suppression or their installation.
- 9.) Southeastern will not be responsible for delays in project completion due to failure of others to properly coordinate or complete tasks that directly affect our portions of the project. No additional or overtime labor will be provided to overcome such delays unless you agree in writing to accept the additional costs.
- 10.) Issuance of contract, purchase order or verbal agreement constitutes acceptance of these terms and conditions.

If you have any questions, please give me a call at (706)731-7799.

Respectfully,  
**SOUTHEASTERN SYSTEM TECHNOLOGIES**

**Chris Flanders**  
**Augusta Branch Manager**

**email: [chrisf@sesystemtech.com](mailto:chrisf@sesystemtech.com)**  
**website: [southeasternsystemtechnologies.com](http://southeasternsystemtechnologies.com)**

(Page 2 of 2)

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*Equal Opportunity Employer*



## Commission Meeting

May 7, 2024

### Emergency – Bernie Ward Community Center Roof Replacement

---

|                                                       |                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Central Services Department                                                                                                                                                                                                                                                                                                      |
| <b>Presenter:</b>                                     | Ron Lampkin                                                                                                                                                                                                                                                                                                                      |
| <b>Caption:</b>                                       | Receive as information the emergency request for the removal and replacement of Bernie Ward Community Center roof in the amount of \$53,500.00 by Crosby Roofing & Seamless Gutters.                                                                                                                                             |
| <b>Background:</b>                                    | Numerous consistent leaks were detected inside the Bernie Ward Community Center. These leaks are persistently creating interior issues and water damage, but most importantly safety related concerns. It is imperative that the corrective process takes place to preserve the integrity of the structure and personnel safety. |
| <b>Analysis:</b>                                      | Crosby Roofing & Seamless Gutters will perform the corresponding work.                                                                                                                                                                                                                                                           |
| <b>Financial Impact:</b>                              | \$53,500.00 – 272-06-1110/53.13120                                                                                                                                                                                                                                                                                               |
| <b>Alternatives:</b>                                  | A – Receive as information<br>B – Do not receive as information                                                                                                                                                                                                                                                                  |
| <b>Recommendation:</b>                                | Receive as information the emergency request for the removal and replacement of Bernie Ward Community Center roof section in the amount of \$53,500.00 by Crosby Roofing & Seamless Gutters.                                                                                                                                     |
| <b>Funds are available in the following accounts:</b> | \$53,500.00 – 272-06-1110/53.13120                                                                                                                                                                                                                                                                                               |



## Central Services Department

Ron Lampkin, Interim Director  
Maria Rivera-Rivers, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906  
(706) 821-7174 Phone (706) 796-5077 Fax

### MEMORANDUM

**TO:** Geri Sams, Director, Procurement Department

**FROM:** Ron Lampkin, Interim Director, Central Services Department

**DATE:** March 21, 2024

**SUBJECT:** Emergency Memo – Bernie Ward Community Center Roof Replacement

In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as notification of an emergency at the Bernie Ward Community Center regarding several roof leaks.

The Bernie Ward Center is currently experiencing several leaks inside the building. These leaks are persistently causing interior issues and water damage to the walls, ceiling, and flooring. During an assessment conducted by the Central Services Department, it was found that a section of the roof will require replacement. It is imperative that the maintenance process continues to preserve the integrity of the structure. Crosby Roofing has been deemed qualified to conduct the replacement of the roof section.

Please process a purchase order to Crosby's Roofing & Seamless Gutters in the amount of \$53,500.00 for the needed roof section replacement.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr



**REQUISITION:**  
**REQUISITION DATE: 03/21/2024**  
**PURCHASE ORDER NUMBER:**  
**PURCHASE ORDER DATE:**

| ITEM NO                                      | DESCRIPTION                                                   | Quantity | NAME OF BIDDER |              | NAME OF BIDDER |              | NAME OF BIDDER |             |
|----------------------------------------------|---------------------------------------------------------------|----------|----------------|--------------|----------------|--------------|----------------|-------------|
|                                              |                                                               |          | Unit Price     | Total Price  | Unit Price     | Total Price  | Unit Price     | Total Price |
| 1                                            | TPO ROOF SECTION REPLACEMENT FOR BERNIE WARD COMMUNITY CENTER | 1        | \$ 53,500.00   | \$ 53,500.00 | \$ 72,900.00   | \$ 72,900.00 | No Bid         | No Bid      |
| 2                                            |                                                               |          |                |              |                |              |                |             |
| 3                                            |                                                               |          |                |              |                |              |                |             |
| 4                                            | *Emergency                                                    |          |                |              |                |              |                |             |
| 5                                            | Proposal 03/04/2024                                           |          |                |              |                |              |                |             |
| 6                                            | SR #528540                                                    |          |                |              |                |              |                |             |
| 7                                            |                                                               |          |                |              |                |              |                |             |
| 8                                            |                                                               |          |                |              |                |              |                |             |
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| 10                                           |                                                               |          |                |              |                |              |                |             |
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| 13                                           |                                                               |          |                |              |                |              |                |             |
| 14                                           |                                                               |          |                |              |                |              |                |             |
| 15                                           |                                                               |          |                |              |                |              |                |             |
| 16                                           |                                                               |          |                |              |                |              |                |             |
| 17                                           |                                                               |          |                |              |                |              |                |             |
| 18                                           |                                                               |          |                |              |                |              |                |             |
| 19                                           |                                                               |          |                |              |                |              |                |             |
| 20                                           |                                                               |          |                |              |                |              |                |             |
| 21                                           |                                                               |          |                |              |                |              |                |             |
| 22                                           |                                                               |          |                |              |                |              |                |             |
| TOTAL BID                                    |                                                               |          | \$             | 53,500.00    | \$             | 72,900.00    | No Bid         |             |
| SHIPPING CHARGES                             |                                                               |          |                |              |                |              |                |             |
| DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER |                                                               |          |                |              |                |              |                |             |





**Crosby Roofing & Seamless Gutters-Augusta LLC**  
 1955 International Court  
 Grovetown, GA 30813  
 Phone: 706-823-4300

Fax: 706-426-7858

Company Representative  
 Allen Perry  
 Phone: (678) 315-4919  
 allen@crobyroofingaugusta@gmail.com

03/04/2024  
 Claim Information

Eric Bell  
 Bernie Ward Community Center  
 1941 Lumpkin Road  
 Augusta, GA 30906  
 (706) 864-1712

Job: 10667: Eric Bell

### TPO Roof Section

|                                                                                                                                                                                                                                                                                                                                                                                                                   |             |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|
| Crosby Roofing will work safely at all times under OSHA and the general contractors rules and regulations.                                                                                                                                                                                                                                                                                                        | Qty<br>1.00 | Unit<br>EA |
| Install 1" ISO throughout the field of the roof                                                                                                                                                                                                                                                                                                                                                                   | 96.00       | SQ         |
| Install a new 60 mil TPO mechanically attached system per manufacture specification.                                                                                                                                                                                                                                                                                                                              | 108.00      | SQ         |
| Install new edge metal around the perimeter of the roof                                                                                                                                                                                                                                                                                                                                                           | 400.00      | LF         |
| Install new fully adhered TPO curb flashing                                                                                                                                                                                                                                                                                                                                                                       | 4.00        | EA         |
| Install new pitch pocket                                                                                                                                                                                                                                                                                                                                                                                          | 2.00        | EA         |
| Dumpster charge                                                                                                                                                                                                                                                                                                                                                                                                   | 1.00        | EA         |
| Crosby will provide a lift for the period of the job                                                                                                                                                                                                                                                                                                                                                              | 1.00        | EA         |
| WARRANTY: THIS SYSTEM CARRIES A 20 YEAR WARRANTY. ALSO CROSBY ROOFING WARRANTS A 5 YEAR WORKMANSHIP WARRANTY ON ALL WORK PERFORMED UNDER THIS ESTIMATE.                                                                                                                                                                                                                                                           | 1.00        | EA         |
| All low pitched roofs need routine maintenance. The roof drains/scuppers/gutters need to be cleaned out at least two-four times per year to ensure proper water drainage. If the drains are clogged, there is a high chance the water will get into the building and it will not be covered under the workmanship warranty. Ask us about our routine maintenance plans to ensure the roof is properly maintained. | 1.00        | EA         |

**\$53,596.00**

Starting at \$534/month with **ACORN** - APPLY

SR# 528540



505 CDP Industrial Blvd.  
 Grovetown, GA 30813  
 PHONE: (706) 945-0101  
 FAX: (706) 945-0102  
 www.rpiroof.com

AL Lic # 39379 / FL Lic # CCC1323611 / GA Lic 1178 / SC Lic # G106836

March 13, 2024

Attn: Eric Bell  
 Richmond County

Re: Bernie Ward Community Center  
 1941 Lumpkin Rd, Augusta, Ga 30907

Dear Eric,

Please see below proposal for roofing and sheet metal work for the above referenced project. Our proposal is based on the site visit made by RPI. RPI will furnish all material, labor, safety equipment and lifting and hoisting equipment to complete the scope described below.

#### 60 Mil TPO Roof

1. Properly prepare existing roof to be recovered.
2. Furnish and install 60 Mil TPO fleece back membrane. Membrane to be adhered.
3. Furnish and install TPO flashings at all vertical penetrations through roof.
4. Furnish and install new transition edge metal and counter flashing. Trim to be shop fabricated 24-gauge Galvalume with Kynar 500 finish. Color to be chosen from manufacturer's standard non-metallic colors.
5. Furnish a contractor's 2-year workmanship warranty.
6. Furnish a manufacturer's 20-year NDL Labor and Material warranty.

Price: Seventy-Two Thousand Nine Hundred Dollars.....\$72,900.00

Exclusions: Disconnecting, Reconnecting, Moving of HVAC Units, Gas Lines, Plumbing, Electrical, Decking, and Raising of Curbs.

Note: Unused roof top penetrations to be removed and disposed of.

**Note: This proposal is based on pricing obtained that is valid through March 31, 2024. Currently with an unknown start date, unknown delivery date, and volatility in the roofing industry, this price can escalate and should be factored accordingly. RPI will maintain a dialogue to inform you of pricing and availability issues as they arise, and the project moves forward.**

Thank you for the opportunity to quote this project. Please reach out with any questions.

Best Regards,

*Nick Rau*

Nick Rau  
 Commercial Account Manager

## Quote

Eric T. Bell <EBell@augustaga.gov>

Mon 3/11/2024 8:14 AM

To: GSroofing GA <GSroofingGA@gmail.com>

The August Richmond County Central Services is in need of the following services

Inspect roof do to leaks and get a quote for replacement of the top part of the roof at this location

Bernie Ward Community Center

1941 Lumpkin Road

Augusta Ga 30906

Once Completed please forward the quote o my attention. In the event a quote is not received by the end of the business day

3-14-24 is will be a no bid.

Thanks, Eric

706-564-1712



## Administrative Services Committee

Meeting Date: 04/16/2024

### Emergency – Carrie J Mays Center and Gym Roof Replacement

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|                                                       |                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Central Services Department                                                                                                                                                                                                                                                                                                                |
| <b>Presenter:</b>                                     | Ron Lampkin                                                                                                                                                                                                                                                                                                                                |
| <b>Caption:</b>                                       | Receive as information the emergency request for the removal and replacement of Carrie J Mays Center and Gym roof in the amount of \$94,325.80 by Crosby Roofing & Seamless Gutters.                                                                                                                                                       |
| <b>Background:</b>                                    | Numerous consistent leaks were detected inside the Carrie J Mays Community Center and Gym. These leaks are persistently creating interior issues and water damage, but most importantly safety related concerns. It is imperative that the corrective process takes place to preserve the integrity of the structure and personnel safety. |
| <b>Analysis:</b>                                      | Crosby Roofing & Seamless Gutters will perform the corresponding work.                                                                                                                                                                                                                                                                     |
| <b>Financial Impact:</b>                              | \$94,325.80 – 272-06-1110/54.13120                                                                                                                                                                                                                                                                                                         |
| <b>Alternatives:</b>                                  | A – Receive as information<br>B – Do not receive as information                                                                                                                                                                                                                                                                            |
| <b>Recommendation:</b>                                | Receive as information the emergency request for the removal and replacement of Carrie J Mays Center and Gym roof in the amount of \$94,325.80 by Crosby Roofing & Seamless Gutters.                                                                                                                                                       |
| <b>Funds are available in the following accounts:</b> | \$94,325.80 – 272-06-1110/54.13120                                                                                                                                                                                                                                                                                                         |



## Central Services Department

Ron Lampkin, Interim Director  
 Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906  
 (706) 821-7174 Phone (706) 796-5077 Fax

### MEMORANDUM

**TO:** Geri Sams, Director, Procurement Department

**FROM:** Ron Lampkin, Interim Director, Central Services Department

**DATE:** March 21, 2024

**SUBJECT:** Emergency Memo – Carrie J. Mays Center and Gym Roof Replacement

In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as notification of an emergency at the Carrie J. Mays Community Center and Gym regarding several roof leaks.

The Carrie J Mays Center and Gym are currently experiencing several leaks inside the building. These leaks are persistently causing interior issues and water damage to the walls, ceiling, and flooring. During an assessment conducted by the Central Services Department, it was found that the roof of both facilities will require repairs and replacements in various areas. It is imperative that the maintenance process continues to preserve the integrity of the structure. Crosby Roofing & Seamless Gutters has been deemed qualified to make the necessary replacements.

Please process a purchase order to Crosby Roofing & Seamless Gutters in the amount of \$94,325.80 for the needed roof system replacements.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr

AUGUSTA-RICHMOND COUNTY GEORGIA

PURCHASING DEPARTMENT

REQUISITION

DEPARTMENT NAME: Central Services Department  
DEPARTMENT NUMBER: 27206410/54.13120  
DEPARTMENT HEAD: 

REQUISITION:  
REQUISITION DATE: 03/22/2024  
PURCHASE ORDER NUMBER:  
PURCHASE ORDER DATE:

| ITEM NO                                      | DESCRIPTION                                                       | NAME OF BIDDER                      |                                                                       | NAME OF BIDDER               |                                                         | NAME OF BIDDER |             |
|----------------------------------------------|-------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------------|------------------------------|---------------------------------------------------------|----------------|-------------|
|                                              |                                                                   | VENDOR<br>PHONE NUMBER<br>QUOTED BY | Crosby Roofing & Seamless<br>Gutters<br>(706) 823-4300<br>Allen Perry | GS Roofing<br>(706) 231-2724 | Brightside Roofing<br>(706) 564-1712<br>Antonio Bridges | Unit Price     | Total Price |
| 1                                            | TPO ROOF SECTION REPAIRS - ENCLOSED SECTION<br>CONNECTED TO GYM   | 1                                   | \$ 30,250.00                                                          | \$ 30,250.00                 | No Bid                                                  | No Bid         | No Bid      |
| 2                                            | SHINGLE ROOFING SECTION REPAIRS - BUILDING IN BACK OF<br>PROPERTY | 1                                   | \$ 18,575.80                                                          | \$ 18,575.80                 | No Bid                                                  | No Bid         | No Bid      |
| 3                                            | TPO ROOF SECTION REPAIRS - FLAT SECTION ABOVE<br>SHINGLES         | 1                                   | \$ 38,000.00                                                          | \$ 38,000.00                 | No Bid                                                  | No Bid         | No Bid      |
| 4                                            | METAL ROOF REPAIR SECTION                                         | 1                                   | \$ 7,500.00                                                           | \$ 7,500.00                  | No Bid                                                  | No Bid         | No Bid      |
| 5                                            |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| 6                                            |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| 7                                            |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| 8                                            | *Emergency                                                        |                                     |                                                                       |                              |                                                         |                |             |
| 9                                            | Proposal 03/22/2024                                               |                                     |                                                                       |                              |                                                         |                |             |
| 10                                           | SR #525589 Carrie J Mays Center & Gym                             |                                     |                                                                       |                              |                                                         |                |             |
| 11                                           |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| 12                                           |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| 13                                           |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| 14                                           |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| 15                                           |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| 16                                           |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| 17                                           |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| 18                                           |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| 19                                           |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| 20                                           |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| 21                                           |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| 22                                           |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| TOTAL BID                                    |                                                                   |                                     | \$                                                                    | 94,325.80                    | No Bid                                                  | No Bid         | No Bid      |
| SHIPPING CHARGES                             |                                                                   |                                     |                                                                       |                              |                                                         |                |             |
| DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER |                                                                   |                                     |                                                                       |                              |                                                         |                |             |



J T W 3 2 5 &gt; 8 7



Crosby Roofing & Seamless Gutters-Augusta LLC  
1955 International Court  
Grovetown, GA 30813  
Phone: 706-823-4300

Fax: 706-425-7858

Company Representative  
Allen Parry  
Phone: (678) 315-4918  
allen@crobyroofingaugusta@gmail.com

03/22/2024  
Claim Information

Eric Bell  
1014 11th Avenue  
Augusta, GA 30801

### TPO Roof Section

Enclosed section connected to gym

|                                                                                                                                                                                                                                                                                                                                                                                                                   | Qty    | Unit |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|
| Crosby Roofing will work safely at all times under OSHA and the general contractors rules and regulations.                                                                                                                                                                                                                                                                                                        | 1.00   | EA   |
| Install 1/2" recovery board throughout roof                                                                                                                                                                                                                                                                                                                                                                       | 14.00  | SQ   |
| Install a new 60 mil TPO mechanically attached system per manufacture specification.                                                                                                                                                                                                                                                                                                                              | 17.00  | SQ   |
| Fully adhere new TPO wall flashing to walls on roof                                                                                                                                                                                                                                                                                                                                                               | 1.00   | EA   |
| Install new termination bar and counterflashing for TPO roof                                                                                                                                                                                                                                                                                                                                                      | 176.00 | LF   |
| Install new fully adhered TPO curb flashing                                                                                                                                                                                                                                                                                                                                                                       | 1.00   | EA   |
| Install new slip sheet flashing under all units not installed on a curb                                                                                                                                                                                                                                                                                                                                           | 1.00   | EA   |
| Install new pipe boots                                                                                                                                                                                                                                                                                                                                                                                            | 1.00   | EA   |
| Install new pitch pocket                                                                                                                                                                                                                                                                                                                                                                                          | 1.00   | EA   |
| Install new commercial roof drain                                                                                                                                                                                                                                                                                                                                                                                 | 1.00   | EA   |
| This includes the drain only on the roof. If the pipe below the roof is clogged, the building owner will need to hire a plumber.                                                                                                                                                                                                                                                                                  | 2.00   | EA   |
| Dumpster charge                                                                                                                                                                                                                                                                                                                                                                                                   | 1.00   | EA   |
| Crosby will provide a lift for the period of the job                                                                                                                                                                                                                                                                                                                                                              | 1.00   | EA   |
| WARRANTY: THIS SYSTEM CARRIES A 20 YEAR WARRANTY. ALSO CROSBY ROOFING WARRANTS A 5 YEAR WORKMANSHIP WARRANTY ON ALL WORK PERFORMED UNDER THIS ESTIMATE.                                                                                                                                                                                                                                                           | 1.00   | EA   |
| All low pitched roofs need routine maintenance. The roof drains/scuppers/gutters need to be cleaned out at least two-four times per year to ensure proper water drainage. If the drains are clogged, there is a high chance the water will get into the building and it will not be covered under the workmanship warranty. Ask us about our routine maintenance plans to ensure the roof is properly maintained. | 1.00   | EA   |

**\$30,250.00**

Starting at \$342/month with **Acorn** • **APPLY**  
FINANCE

SR# 525589



Crosby Roofing & Seamless Gutters-Augusta LLC  
1955 International Court  
Grovetown, GA 30813  
Phone: 706-423-4300

Fax: 706-423-7858

Company Representative  
Allen Perry  
Phone: (878) 316-4813  
allencrosbyroofingaugusta@gmail.com

03/22/2024  
Claim Information

Eric Bell  
1014 11th Avenue  
Augusta, GA 30901

### Shingle Roofing Section

Building in back of property

|                                                                                                                                                                                                                                                                                                                                                                                                                        | Qty    | Unit |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|
| Crosby Roofing will provide a dumpster for the job                                                                                                                                                                                                                                                                                                                                                                     | 1.00   | EA   |
| Remove, tear off and dispose of existing roof. This includes one layer of roofing. If there are more than one layer it will be an additional \$20 per square per layer.                                                                                                                                                                                                                                                | 55.00  | SQ   |
| Inspect and clean surface area before installing new roof                                                                                                                                                                                                                                                                                                                                                              | 1.00   | EA   |
| Replace any rotten wood at an additional charge. 7/16 OSB at \$75.00/sht- 1x6 pine at \$4.50/LF- 1x6 pine at \$5.50/LF. First two sheets are free. *This estimate includes and rotten decking or rafters. If there is settling to the actual structure of the house like low or high rafters that is not included in this estimate. That is more of a structural item and is not part of the typical roof replacement. | 1.00   | EA   |
| Install synthetic underlayment (free upgrade from 15# felt paper)                                                                                                                                                                                                                                                                                                                                                      | 55.00  | SQ   |
| Install ice and water shield in all valleys, all wall and chimney flashing, and pipe penetrations                                                                                                                                                                                                                                                                                                                      | 42.00  | LF   |
| Install aluminum drip metal (This is now a county code that is mandatory. Please be sure all estimate include this line item)                                                                                                                                                                                                                                                                                          | 358.00 | LF   |
| Item required by Georgia code                                                                                                                                                                                                                                                                                                                                                                                          |        |      |
| Install new 25 year 3 tab shingles                                                                                                                                                                                                                                                                                                                                                                                     | 63.00  | SQ   |
| Install new pipe boots                                                                                                                                                                                                                                                                                                                                                                                                 | 4.00   | EA   |
| Clean job site daily of all work related debris                                                                                                                                                                                                                                                                                                                                                                        | 1.00   | EA   |
| Clean existing gutters and magnetically sweep work area.                                                                                                                                                                                                                                                                                                                                                               | 1.00   | EA   |
| Crosby Roofing will abide by local code and buy a permit from the county/city if required                                                                                                                                                                                                                                                                                                                              | 1.00   | EA   |
| The manufacturer warranty for the 3 tab shingles is a 25 year warranty with a 5 year workmanship warranty                                                                                                                                                                                                                                                                                                              | 1.00   | EA   |

\$18,578.80

### TPO Roof Section

Flat section above the shingles

|                                                                                                            | Qty    | Unit |
|------------------------------------------------------------------------------------------------------------|--------|------|
| Crosby Roofing will work safely at all times under OSHA and the general contractors rules and regulations. | 1.00   | EA   |
| Install 1/2" recovery board throughout roof                                                                | 28.00  | SQ   |
| Install all new wood blocking at perimeters.                                                               | 218.00 | LF   |

|                                                                                                                                                                                                                                                                                                                                                                                                                   |        |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----|
| Install a new 60 mil TPO mechanically attached system per manufacture specification.                                                                                                                                                                                                                                                                                                                              | 31.00  | SQ |
| Install new edge metal around the perimeter of the roof                                                                                                                                                                                                                                                                                                                                                           | 216.00 | LF |
| Install new fully adhered TPO curb flashing                                                                                                                                                                                                                                                                                                                                                                       | 1.00   | EA |
| Install new pipe boots                                                                                                                                                                                                                                                                                                                                                                                            | 1.00   | EA |
| Install new pitch pocket                                                                                                                                                                                                                                                                                                                                                                                          | 1.00   | EA |
| Install new commercial roof drain                                                                                                                                                                                                                                                                                                                                                                                 | 6.00   | EA |
| This includes the drain only on the roof. If the pipe below the roof is clogged, the building owner will need to hire a plumber.                                                                                                                                                                                                                                                                                  |        |    |
| Dumpster charge                                                                                                                                                                                                                                                                                                                                                                                                   | 1.00   | EA |
| Crosby will provide a lift for the period of the job                                                                                                                                                                                                                                                                                                                                                              | 1.00   | EA |
| WARRANTY: THIS SYSTEM CARRIES A 20 YEAR WARRANTY. ALSO CROSBY ROOFING WARRANTS A 5 YEAR WORKMANSHIP WARRANTY ON ALL WORK PERFORMED UNDER THIS ESTIMATE.                                                                                                                                                                                                                                                           | 1.00   | EA |
| All low pitched roofs need routine maintenance. The roof drains/scuppers/gutters need to be cleaned out at least two-four times per year to ensure proper water drainage. If the drains are clogged, there is a high chance the water will get into the building and it will not be covered under the workmanship warranty. Ask us about our routine maintenance plans to ensure the roof is properly maintained. | 1.00   | EA |

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**\$38,000.00**

Starting at \$585/month with  • **APPLY**



Crosby Roofing & Seamless Gutters-Augusta LLC  
1855 International Court  
Grovetown, GA 30813  
Phone: 706-623-4300

Fax: 706-426-7858

Company Representative  
Allen Perry  
Phone: (878) 315-4813  
allencrosbyroofingaugusta@gmail.com

03/22/2024  
Claim Information

Eric Bell  
1014 11th Avenue  
Augusta, GA 30901

### Metal Roof Repair Section

|                                                                                    | Qty  | Unit              |
|------------------------------------------------------------------------------------|------|-------------------|
| Clean out all debris from existing gutters                                         | 1.00 | EA                |
| Replace and reseal all screws around perimeter of gym standing seam metal roof.    | 1.00 | EA                |
| Inspect ridge cap. Repair and reseal any areas that look to be damaged or leaking. | 1.00 | EA                |
|                                                                                    |      | <b>\$7,500.00</b> |

Starting at \$138/month with **Acom** - **APPLY**

SP# 525589

## Quote

Eric T. Bell <EBell@augustaga.gov>

Thu 3/7/2024 1:19 PM

To: GSroofing GA <GSroofingGA@gmail.com>

Good Afternoon, Mr. Gee

The Augusta Richmond County Central Services is need of a quote of the following materials

Need to get a quote for a roof replacement do to a leak at

Carrie J Mays Community Center and the Gym

1014 11<sup>th</sup> Ave

Augusta Ga 30901

Once completed please email me the quote to my attention. In the event the quote is not received by the end of business day on 3-12-24 a no bid will be recorded.

Thanks, Eric

706-564-1712

3/12/24, 11:27 AM

Mail - Eric T. Bell - Outlook

SRB ~~525589~~  
525589

Item 45.

## Quote

Eric T. Bell <EBell@augustaga.gov>

Thu 3/7/2024 1:23 PM

To: Info Brighterside <info@brightersideroofing.com>

To whom it may Concern

The Augusta Richmond County Central Services is in need of the following services

Need to look at a roof leak and get a quote for repair or replacement of the roof at

Carrie J Mays Community Center and the Gym

1014 11<sup>th</sup> Ave

Augusta Ga 30901

Once Completed please email me the quote to my attention. In the event the quote is not received by the end of the business day

3-12-24. A no bid will be recorded

Thanks, Eric

706-564-1712





## Commission Meeting

April 16, 2024

Update from the Downtown Development Authority

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|                                                       |                                                                                                     |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | N/A                                                                                                 |
| <b>Presenter:</b>                                     | N/A                                                                                                 |
| <b>Caption:</b>                                       | Update from the Downtown Development Authority. ( <b>Requested by Commissioner Jordan Johnson</b> ) |
| <b>Background:</b>                                    | N/A                                                                                                 |
| <b>Analysis:</b>                                      | N/A                                                                                                 |
| <b>Financial Impact:</b>                              | N/A                                                                                                 |
| <b>Alternatives:</b>                                  | N/A                                                                                                 |
| <b>Recommendation:</b>                                | N/A                                                                                                 |
| <b>Funds are available in the following accounts:</b> | N/A                                                                                                 |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                 |

**Lena Bonner**

---

**From:** Commissioner Jordan Johnson  
**Sent:** Monday, April 1, 2024 11:14 AM  
**To:** Lena Bonner  
**Cc:** Natasha L. McFarley; mwoodard  
**Subject:** Dda update Agenda Item

Hi Ms. Bonner,

Will you add to the April 16th Administrative Services agenda, "Downtown Development Authority Update?"

Thank you,

Jordan Johnson

Augusta Commission, District 1

Finance Committee - Chair

Administrative Services - Member

Downtown Development Authority - Ex-Officio

Liasion to the Richmond County School System

706-564-9356

augustaga.gov

*"Speak up for those who cannot speak for themselves, for the rights of all who are destitute. Speak up and judge fairly; defend the rights of the poor and needy."*

*- Proverbs 31:8-9*

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AED:104.1



## Commission Meeting

May 7, 2024

Road abandonment

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|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Presenter:</b>                                     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Caption:</b>                                       | Motion to <b>determine</b> that the road, currently named Southern Glassine Road, beginning at its intersection with Mike Padgett Highway, and terminating at Graphic Packaging International, as highlighted on the attached map, has ceased to be used by the public to the extent that no substantial public purpose is served by it, or that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies), as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities as directed by the Augusta Engineering Department and Augusta Utilities Department. <b>(Requested by Commissioner Tony Lewis)</b> |
| <b>Background:</b>                                    | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Analysis:</b>                                      | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Financial Impact:</b>                              | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Alternatives:</b>                                  | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Recommendation:</b>                                | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Funds are available in the following accounts:</b> | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

**AGENDA ITEM**  
**Engineering Services Committee**  
**April 30, 2024**

Motion to determine that the road, currently named Southern Glassine Road, beginning at its intersection with Mike Padgett Highway, and terminating at Graphic Packaging International, as highlighted on the attached map, has ceased to be used by the public to the extent that no substantial public purpose is served by it, or that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies), as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities as directed by the Augusta Engineering Department and Augusta Utilities Department.

**Department:** Law

**Caption:** Motion to determine that the road, currently named Southern Glassine Road, beginning at its intersection with Mike Padgett Highway, and terminating at Graphic Packaging International, as shown on the attached map, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies), as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities as directed by the Augusta Engineering Department and Augusta Utilities Department.

**Background:** Graphic Packaging International requested abandonment of the aforementioned road. *See* Exhibit “1.” The abandonment request has been reviewed by all essential county departments and administrators and approvals were received to this abandonment request.

**Analysis:** In addition to the information provided in the above Background section, publication notices will be made for a public hearing to be held, with results to be presented to the Commission. Notice to the property owners located thereon will be made, pursuant to O.C.G.A. § 32-7-2(b)(1).

**Financial Impact:** Cost of publication and advertisement of public hearing.

**Alternatives:** Approve or deny request to determine that the road, currently named Southern Glassine Road, beginning at its intersection with Mike Padgett Highway, and terminating at Graphic Packaging International, as shown on the attached map, be abandoned.

**Recommendation:**

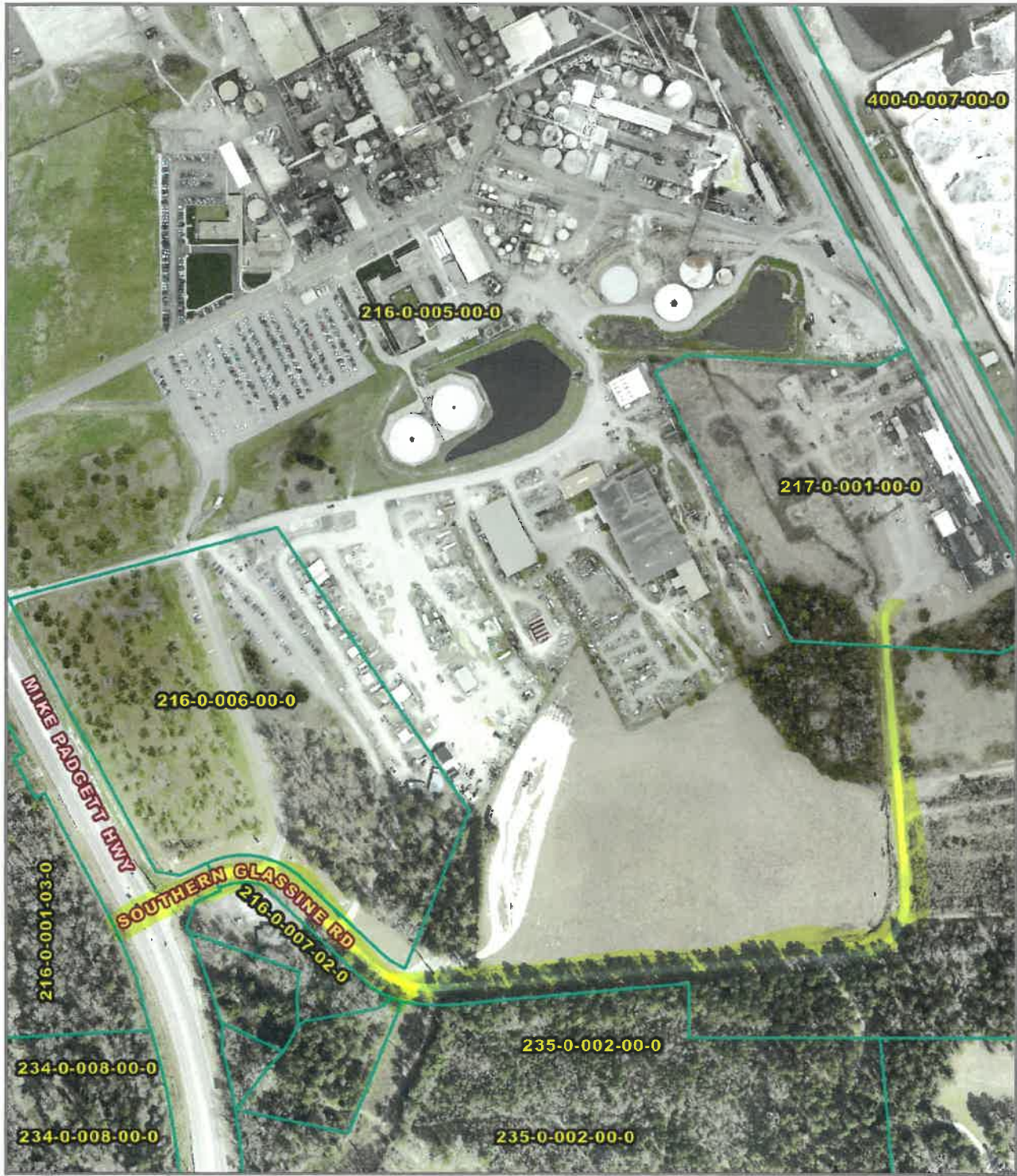
Approve determination and request for abandonment of the road, currently named Southern Glassine Road, beginning at its intersection with Mike Padgett Highway, and terminating at Graphic Packaging International, as shown on the attached map, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies), as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities as directed by Augusta Engineering Department and Augusta Utilities Department.

**Funds are available in the following accounts:**

**REVIEWED AND APPROVED BY:**

**LAW  
ZONING  
TREE  
ENGINEERING  
FIRE  
UTILITIES**

Augusta, GA



Augusta  
GEORGIA

Disclaimer: While every effort is made to keep information provided over the Internet accurate and up-to-date, Augusta does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the user.

Map Scale  
1 inch = 400 feet  
2/1/2024





## Commission

Meeting Date: May 7, 2024

Issuance of bonds for new coliseum complex

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Finance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Presenter:</b>                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Caption:</b>                                       | Approve resolution authorizing the issuance of \$250 million in bonds for the construction of a new coliseum complex.                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Background:</b>                                    | On November 7, 2023, a majority of the qualified voters of Richmond County, voting in the election, voted in favor of the imposition of the sales and use tax, which vote also constituted approval of the issuance of general obligation debt. The bond sale will provide the funding for the construction of the new coliseum complex. The Augusta Commission has entered into an intergovernmental agreement with the Augusta Richmond County Coliseum Authority to manage the construction and operations of the new coliseum |
| <b>Analysis:</b>                                      | The bonds will be sold on the morning of May 7, 2024. The results of the sale will be presented to the commission providing the details of the sale including the winning bid and the interest rate.                                                                                                                                                                                                                                                                                                                              |
| <b>Financial Impact:</b>                              | The bond debt service will be funded by the Coliseum SPLOST (C-SPLOST), which was implemented on April 1, 2024.                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Alternatives:</b>                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Recommendation:</b>                                | Approve resolution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Funds are available in the following accounts:</b> | C-SPLOST debt service fund                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | TS, DBW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**A BOND RESOLUTION AUTHORIZING THE ISSUANCE OF \$250,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF AUGUSTA, GEORGIA GENERAL OBLIGATION BONDS, FEDERALLY TAXABLE SERIES 2024; ADOPTING A FORM FOR THE BONDS; AUTHORIZING THE EXECUTION OF THE BONDS; ESTABLISHING THE DATE, DENOMINATIONS, RATE OR RATES OF INTEREST, AND REDEMPTION PROVISIONS FOR THE BONDS; LEVYING AN ANNUAL AD VALOREM TAX ON THE TAXABLE PROPERTY WITHIN AUGUSTA, GEORGIA SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THE SAME BECOME DUE; AUTHORIZING THE SALE OF THE BONDS TO THE SUCCESSFUL BIDDER, DESIGNATING A PAYING AGENT AND BOND REGISTRAR FOR THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE, AND FOR OTHER RELATED PURPOSES.**

**WHEREAS**, the Augusta-Richmond County Commission (the “Commission”) is the governing authority of Augusta, Georgia (the “Consolidated Government”), a political subdivision and a consolidated city-county government created and existing under the laws of the State of Georgia, and is charged with the duties of levying taxes, contracting debts, and managing the affairs of the Consolidated Government; and

**WHEREAS**, the Consolidated Government constitutes a “qualified consolidated government” within the meaning of Section 48-8-145(3) of the Official Code of Georgia Annotated because the Consolidated Government was created on January 1, 1996 pursuant to Acts of the General Assembly of the State of Georgia that authorized the consolidation of the municipal corporation known as “The City Council of Augusta” and the political subdivision known as “Richmond County, Georgia” with geographic boundaries covering all of what was formerly Richmond County, and within such geographic boundaries in which the Consolidated Government now exists there exists two incorporated municipalities, namely the City of Blythe, Georgia and the City of Hephzibah; and

**WHEREAS**, the geographic boundaries of the Consolidated Government is coterminous with that of the special district of Richmond County created by Section 48-8-110.1(a) of the Official Code of Georgia Annotated (the “Special District”) in which the sales and use tax authorized by Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated is currently being levied; and

**WHEREAS**, the Augusta-Richmond County Coliseum Authority (the “Coliseum Authority”) currently operates an existing multi-use coliseum and civic center type facility, consisting of the James Brown Arena, the William B. Bell Auditorium, exhibition space, meeting rooms, and other facilities (collectively the “Existing Coliseum”); and

**WHEREAS**, the Existing Coliseum is located in the geographic boundaries of the Special District at Telfair and Seventh Streets in downtown Augusta (the “Existing Site”) and has been in operation on the Existing Site for more than 35 years; and

**WHEREAS**, the James Brown Arena was originally constructed with a minimum of 5,000 permanent seats; and

**WHEREAS**, the Commission deems it to be in the best interest of the Consolidated Government to improve public services in the Special District by carrying out a “coliseum capital outlay project” within the meaning of Section 48-8-145(1) of the Official Code of Georgia Annotated, consisting of the acquisition, construction, renovation, improvement, and equipping of buildings, structures, and facilities as a successor facility to the Existing Coliseum, such successor facility or facilities to be owned or operated, or both, either by the Consolidated Government, one or more local authorities within the Special District (including, without limitation, the Coliseum Authority), or any combination thereof (collectively the “Project”); and

**WHEREAS**, on June 29, 2023, the Commission adopted, at a meeting duly called and held, a resolution (the “Referendum Resolution”) entitled:

**A REFERENDUM RESOLUTION TO IMPOSE A SPECIAL 0.5 PERCENT SALES AND USE TAX FOR THE PURPOSE OF FUNDING COLISEUM CAPITAL OUTLAY PROJECTS AND RELATED PROJECT COSTS, SUBJECT TO REFERENDUM APPROVAL; TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION AND TO CALL AN ELECTION TO DETERMINE THE IMPOSITION OR NON-IMPOSITION OF THE SALES AND USE TAX; TO SPECIFY THE COLISEUM CAPITAL OUTLAY PROJECT TO BE FUNDED FROM THE PROCEEDS OF THE SALES AND USE TAX; TO SPECIFY THE MAXIMUM COST OF SUCH COLISEUM CAPITAL OUTLAY PROJECT AND THE MAXIMUM AMOUNT TO BE RAISED BY THE SALES AND USE TAX; TO AUTHORIZE THE ISSUANCE OF \$250,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION DEBT IN CONJUNCTION WITH THE IMPOSITION OF THE SALES AND USE TAX; TO SPECIFY THE PURPOSE FOR WHICH THE DEBT IS TO BE ISSUED, THE MAXIMUM INTEREST RATE OR RATES THAT SUCH DEBT IS TO BEAR, AND THE AMOUNT OF PRINCIPAL TO BE PAID IN EACH YEAR DURING THE LIFE OF SUCH DEBT; TO PROVIDE FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES TO SERVICE SUCH DEBT, TO THE EXTENT THE PROCEEDS OF THE SALES AND USE TAX ARE NOT SUFFICIENT FOR SUCH PURPOSE; AND FOR OTHER PURPOSES; and**

**WHEREAS**, the Referendum Resolution called an election to be held in all the precincts in Richmond County for the purpose of submitting to the qualified voters of Richmond County the question of whether or not a special 0.5 percent sales and use tax for the purpose of funding coliseum capital outlay projects and project costs should be imposed within the Special District in order to raise not more than \$433,196,500 for the purpose of providing funds to pay the costs of

the Project, at an estimated maximum cost of \$433,196,500 (which amount is estimated to provide for payment in full of principal and interest on \$250,000,000 of general obligation debt to be issued in conjunction with the imposition of the sales and use tax, as described below); and

**WHEREAS**, the ballots used in the election provided that if the imposition of the sales and use tax is approved by the voters in the referendum described above, such vote shall also constitute approval of the issuance of general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the Commission may approve) of the Consolidated Government in the aggregate principal amount of \$250,000,000 in conjunction with the imposition of the sales and use tax, to be payable first from the separate account in which are placed the proceeds received by the Consolidated Government from the sales and use tax and then from the general funds of the Consolidated Government, for the purpose of providing funds to pay the costs of the Project (including, without limitation, capitalized interest incident thereto and expenses incident to accomplishing the foregoing); and

**WHEREAS**, the Referendum Resolution called the election for November 7, 2023, and authorized and directed publication of notice of the election (in the form specified in the Referendum Resolution) in the newspaper in which sheriff's advertisements for Richmond County are published for a period of not less than thirty (30) days preceding the date of the election; and

**WHEREAS**, notice of the election was duly published in The Augusta Chronicle, which is the newspaper in which sheriff's advertisements for Richmond County are published, as required by law; and

**WHEREAS**, at the election duly called and held on November 7, 2023, a majority of the qualified voters of Richmond County, voting in the election, voted in favor of the imposition of the sales and use tax, which vote also constituted approval of the issuance of general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the Commission may approve) of the Consolidated Government in the aggregate principal amount of \$250,000,000, such general obligation debt to be dated as of the date of delivery or such other date(s) as the Commission may approve, to be in such denomination or denominations as the Commission may approve, and to bear interest from date at such rate or rates as the Commission may approve but not exceeding six percent (6.00%) per annum in any year, all interest to be payable semiannually on April 1 and October 1 in each year, beginning October 1, 2024, and the principal to mature (by scheduled maturity or by mandatory redemption, as the Commission may approve) on October 1 in the years and amounts as follows:

| <u>Year</u> | <u>Amount</u> | <u>Year</u> | <u>Amount</u> |
|-------------|---------------|-------------|---------------|
| 2025        | \$ 7,405,000  | 2035        | \$13,260,000  |
| 2026        | 7,850,000     | 2036        | 14,060,000    |
| 2027        | 8,320,000     | 2037        | 14,900,000    |
| 2028        | 8,820,000     | 2038        | 15,795,000    |
| 2029        | 9,350,000     | 2039        | 16,745,000    |
| 2030        | 9,910,000     | 2040        | 17,745,000    |
| 2031        | 10,505,000    | 2041        | 18,810,000    |
| 2032        | 11,135,000    | 2042        | 19,940,000    |
| 2033        | 11,805,000    | 2043        | 21,135,000    |
| 2034        | 12,510,000    |             |               |

and;

**WHEREAS**, on December 5, 2023, the Commission adopted, at a meeting duly called and held, a resolution entitled:

**A RESOLUTION OF THE AUGUSTA-RICHMOND  
COUNTY COMMISSION DECLARING THE RESULTS OF  
AN ELECTION HELD ON NOVEMBER 7, 2023 TO  
DETERMINE THE IMPOSITION OR NON-IMPOSITION  
OF A SPECIAL 0.5 PERCENT SALES AND USE TAX FOR  
THE PURPOSE OF FUNDING COLISEUM CAPITAL  
OUTLAY PROJECTS AND RELATED PROJECT COSTS;  
AND FOR OTHER RELATED PURPOSES**

declaring the results of the election to be in favor of the reimposition of the sales and use tax; and

**WHEREAS**, the Consolidated Government wishes to issue all of such general obligation debt so authorized in the aggregate principal amount of \$250,000,000, in the form of general obligation bonds of the Consolidated Government, and on December 5, 2023, the Commission adopted, at a meeting duly called and held, a resolution entitled:

**A RESOLUTION OF THE AUGUSTA-RICHMOND  
COUNTY COMMISSION AUTHORIZING THE  
COMMENCEMENT OF VALIDATION PROCEEDINGS  
FOR ITS GENERAL OBLIGATION BONDS; AND FOR  
OTHER RELATED PURPOSES; and**

**WHEREAS**, on January 29, 2024, the Superior Court of Richmond County entered a judgment validating such bonds in the case of **STATE OF GEORGIA vs. AUGUSTA, GEORGIA**, Civil Action File No. 2024-RCCV-00026; and

**WHEREAS**, the Referendum Resolution provides that the bonds so authorized may be issued in one or more series and on one or more dates of issuance as the Commission may approve; and

**WHEREAS**, the Consolidated Government now wishes to issue all of such bonds so authorized and validated in one series in the aggregate principal amount of \$250,000,000; and

**WHEREAS**, pursuant to an Official Notice of Sale with respect to such bonds circulated by the Consolidated Government (the “Notice of Sale”), providing for the receipt by the Consolidated Government of sealed bids for the purchase of such bonds on May 7, 2024, the Consolidated Government has received sealed bids for the purchase of such bonds; and

**WHEREAS**, representatives of the Consolidated Government opened the bids, submitted via the *Parity* electronic bidding system, at the Consolidated Government’s offices at 535 Telfair Street, Suite 800, Augusta, Georgia, at \_\_\_\_\_ a.m., on May 7, 2024, in the presence of various officials of the Consolidated Government; and

**WHEREAS**, the Notice of Sale provided that such bonds would be sold to the responsible bidder specifying interest rates and prices that would result in the lowest true interest cost to the Consolidated Government for such bonds, and the bids were as follows:

**Bidder**

**True Interest Cost Bid**

**WHEREAS**, the bid of a responsible bidder resulting in the lowest true interest cost to the Consolidated Government was submitted by \_\_\_\_\_ (the “Purchaser”), and a copy of such bid is attached to this Resolution as Exhibit B and incorporated herein by reference; and

**WHEREAS**, after due consideration it is deemed advisable and in the best interest of the Consolidated Government that such bonds be sold to the Purchaser, the Purchaser having in all respects complied with the terms of the Notice of Sale; and

**WHEREAS**, in order to issue and deliver such bonds, it is necessary to adopt a form for such bonds; to authorize the execution of such bonds; to establish the date, denominations, rate or rates of interest, and redemption provisions for such bonds; to levy an annual ad valorem tax on the taxable property within the Consolidated Government sufficient to pay the principal of and interest on such bonds as the same become due; to authorize the acceptance of an offer to purchase such bonds from, and the sale of such bonds to, the Purchaser; to designate a paying agent and bond registrar for such bonds; and to authorize the execution and delivery of a Continuing Disclosure Certificate;



**NOW, THEREFORE, BE IT RESOLVED** by the Augusta-Richmond County Commission, and it is hereby resolved by authority of the same, as follows:

**Section 1.** There is hereby authorized to be issued, executed, and delivered \$250,000,000 in original aggregate principal amount of bonds designated “Augusta, Georgia General Obligation Bonds, Federally Taxable Series 2024” (the “Bonds”) for the purpose of providing funds to pay the costs of the Project (including, without limitation, capitalized interest incident thereto and expenses incident to accomplishing the foregoing). The Bonds shall be dated as of the date of their issuance and delivery, shall be issued only as fully registered bonds without coupons in denominations of \$5,000 or any integral multiple thereof, and shall bear interest from date at the rates per annum specified below (computed on the basis of a 360-day year consisting of twelve 30-day months). Interest shall be payable semiannually on April 1 and October 1 in each year, beginning October 1, 2024, and the principal shall mature on October 1 in the years and amounts as follows:

| <u>Year</u> | <u>Amount</u> | <u>Year</u> | <u>Amount</u> |
|-------------|---------------|-------------|---------------|
| 2025        | \$ 7,405,000  | 2035        | \$13,260,000  |
| 2026        | 7,850,000     | 2036        | 14,060,000    |
| 2027        | 8,320,000     | 2037        | 14,900,000    |
| 2028        | 8,820,000     | 2038        | 15,795,000    |
| 2029        | 9,350,000     | 2039        | 16,745,000    |
| 2030        | 9,910,000     | 2040        | 17,745,000    |
| 2031        | 10,505,000    | 2041        | 18,810,000    |
| 2032        | 11,135,000    | 2042        | 19,940,000    |
| 2033        | 11,805,000    | 2043        | 21,135,000    |
| 2034        | 12,510,000    |             |               |

**Section 2.** The Bonds maturing on and after October 1, 20\_\_ are redeemable at the option of the Consolidated Government in whole or in part at any time, not earlier than October 1, 20\_\_, in the order of maturities selected by the Consolidated Government (less than all of such Bonds of a single maturity to be selected by lot in a manner determined by the Bond Registrar (designated below)), from any monies available therefor at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

Unless waived by any registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Consolidated Government by mailing a copy of an official redemption notice by first-class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

- (1) the redemption date;
- (2) the redemption price;

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed by CUSIP numbers, date of issue, rates of interest, and maturity dates;

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after such date; and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent (designated below).

On or prior to any redemption date, the Consolidated Government shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds that are to be redeemed on that date.

If at the time of mailing of notice of redemption there have not been deposited with the Paying Agent moneys sufficient to redeem all Bonds called for redemption, such notice will state that it is conditional upon the deposit of the redemption moneys with the Paying Agent not later than the date established for redemption, and such notice will be of no effect unless such moneys are so deposited.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Consolidated Government shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds that have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The Bond Registrar shall mail a second notice of redemption not more than 90 days following the redemption date to the registered owner of each Bond that was not presented for payment upon redemption within 60 days following the redemption date, which notice shall be mailed by registered or certified mail, with a return receipt requested.

Failure to mail any notice specified in this Section 2 or failure or refusal of receipt of such notice shall not affect the validity of any proceedings for the redemption of Bonds, and mailing of or the receipt of such notice shall not be a condition precedent to the redemption. Neither the Bond Registrar nor the Consolidated Government shall have any responsibility whatsoever if any such notice is mailed as aforesaid but is not received by or receipt thereof is refused by the applicable

registered owner. No defect in any such notice shall in any manner defeat the effectiveness of a call for redemption.

**Section 3.** Interest on the Bonds shall be payable by the Paying Agent (designated below) by check or draft mailed to the registered owner of record as of the March 15 or September 15 immediately preceding the applicable interest payment date, at such owner's address as it appears on the registration books of the Consolidated Government, maintained by the Bond Registrar (designated below), or at such other address as is furnished in writing by such registered owner to the Bond Registrar. The principal of and redemption premium, if any, on the Bonds shall be payable upon the presentation and surrender of the Bonds at the principal corporate trust office of the Paying Agent. Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America. U.S. Bank Trust Company, National Association, Atlanta, Georgia, is hereby designated as Paying Agent and Bond Registrar (the "Paying Agent" or the "Bond Registrar") for the Bonds. The Mayor of the Consolidated Government and the Clerk of Commission of the Consolidated Government are hereby authorized to execute and deliver, for and on behalf of the Consolidated Government, a paying agency and registrar agreement between the Consolidated Government and U.S. Bank Trust Company, National Association. The execution and delivery of a paying agency and registrar agreement by the Mayor and the Clerk of Commission shall constitute conclusive evidence of the ratification, confirmation, and approval by the Consolidated Government of the terms and conditions of the paying agency and registrar agreement.

**Section 4.** The Bonds are transferable only on the books and records maintained by the Bond Registrar for that purpose. The Consolidated Government, the Paying Agent, and the Bond Registrar may deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Bond, and for all other purposes whatsoever, and neither the Consolidated Government, the Paying Agent, nor the Bond Registrar shall be affected by any notice to the contrary. The Bonds may be transferred upon surrender thereof to the Bond Registrar, at the principal corporate trust office of the Bond Registrar, together with an assignment duly executed by the registered owner or such registered owner's attorney duly authorized in writing, in the form imprinted on the Bonds or in any other form satisfactory to the Bond Registrar. Upon any such transfer of ownership, the Bond Registrar shall cause to be executed and delivered a new Bond or Bonds registered in the name of the transferee in the same aggregate principal amount, maturity, and interest rate as the Bond or Bonds surrendered for transfer and in any authorized denomination. Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity and interest rate and of authorized denominations. The Bond Registrar shall not be required to transfer or exchange any Bond after notice of redemption of such Bond has been given.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, the Bond Registrar shall authenticate and register a new fully registered Bond or Bonds for the same aggregate principal amount, maturity, and interest rate, shall execute the Certificate of Authentication and Registration on each such Bond, and shall deliver such Bond or Bonds to the transferee or transferees.

For every exchange or registration of transfer of Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with

respect to such exchange or registration of transfer, but no other charge may be made to the owner for any exchange or registration of transfer of Bonds.

In case any Bond shall become mutilated or be destroyed or lost, the Consolidated Government may cause to be executed and delivered a new Bond of like type, date, number, and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner of such Bond paying the reasonable expenses and charges of the Consolidated Government in connection therewith and, in case of a Bond destroyed or lost, the registered owner's filing with the Consolidated Government evidence satisfactory to it that such Bond was destroyed or lost, and of the registered owner's ownership thereof, and furnishing the Consolidated Government, the Paying Agent, and the Bond Registrar with indemnity satisfactory to them. If any such Bond shall have matured, instead of issuing a new Bond, the Consolidated Government may pay the same.

**Section 5.** The Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, or its nominee, or its successors and assigns, or any other depository performing similar functions under this Resolution ("DTC"), as registered owner of the Bonds, and held in the custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Bonds. The actual purchasers of the Bonds (the "Beneficial Owners") will not receive physical delivery of Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling, or otherwise transferring beneficial ownership of Bonds is to receive, hold, or deliver any Bond certificate.

For every transfer and exchange of the Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owner's allocable share of any tax, fee, or other governmental charge that may be imposed in relation thereto.

Bond certificates are required to be delivered to and registered in the name of the Beneficial Owner, under the following circumstances:

(a) DTC determines to discontinue providing its service with respect to the Bonds (such a determination may be made at any time by giving 30 days' notice to the Consolidated Government and the Bond Registrar and discharging its responsibilities with respect thereto under applicable law), or

(b) the Consolidated Government determines that continuation of the system of book-entry transfers through DTC (or a successor securities depository) is not in the best interests of the Beneficial Owners.

The Consolidated Government and the Bond Registrar will recognize DTC or its nominee as the registered owner of the Bonds for all purposes, including notices and voting.

The Consolidated Government and the Bond Registrar covenant and agree, so long as DTC shall continue to serve as securities depository for the Bonds, to meet the requirements of DTC

with respect to required notices and other provisions of the Blanket Issuer Letter of Representations between the Consolidated Government and DTC.

The Bond Registrar is authorized to rely conclusively upon a certificate furnished by DTC as to the identity of, and the respective principal amount of Bonds beneficially owned by, the Beneficial Owner or Beneficial Owners.

Whenever, during the term of the Bonds, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Resolution of holding, delivering, or transferring Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

If at any time, DTC ceases to hold the Bonds, a supplemental resolution amending the provisions of this Resolution shall be adopted and thereafter all references in this Resolution to DTC in connection with the Bonds shall be of no further force or effect.

**Section 6.** The Bonds shall be payable first from the separate account in which are placed the proceeds received by the Consolidated Government from the sales and use tax and then from the general funds of the Consolidated Government. No part of the net proceeds from the sales and use tax received in any year shall be used for any purposes other than to pay debt service on the Bonds until all debt service requirements on the Bonds for that year have first been satisfied from the account in which the proceeds of the sales and use tax are placed. An amount of net proceeds of the sales and use tax received in each year sufficient to satisfy all debt service requirements on the Bonds for that year are hereby irrevocably pledged and appropriated to the payment of the principal of and interest on the Bonds as the same become due and payable.

**Section 7.** There shall be and is hereby levied a continuing direct annual ad valorem tax for the years 2024 through 2043, without limitation as to rate or amount, upon all property subject to taxation for general obligation bond purposes within the territorial limits of the Consolidated Government, sufficient to provide moneys required to pay the principal (including principal payable upon mandatory redemption, if any, of the Bonds) of and interest on the Bonds, as more fully set forth in Exhibit A attached hereto and incorporated herein by this reference, to the extent such principal and interest is not satisfied from the proceeds of the sales and use tax. The sums hereby levied are hereby irrevocably pledged and appropriated to the payment of the principal (including principal payable upon mandatory redemption, if any, of the Bonds) of and interest on the Bonds as the same become due and payable. The amount to be levied for each year is the amount specified to pay principal, if any, and interest coming due in the following year, to the extent such principal and interest is not satisfied from the proceeds of the sales and use tax. These sums shall be collected by the tax collector of the Consolidated Government, in each of the years levied, and shall be paid into a sinking fund to be maintained for, and shall be applied to, the payment of the principal of and interest on the Bonds as the same become due and payable, and provisions to meet the requirements of this Section 7 shall be made annually hereafter.

**Section 8.** The Bonds, the Certificate of Authentication and Registration, the Validation Certificate, and the Assignment and Transfer shall be substantially in the following forms, provided that some of the text of each such Bond may appear on the reverse side of the Bond, with

such variations, omissions, substitutions, and insertions as may be required or permitted by this Resolution:



## [FORM OF BOND]

*Unless this Bond is presented by an authorized representative of The Depository Trust Company (“DTC”), a New York corporation, to the Consolidated Government or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

**UNITED STATES OF AMERICA  
STATE OF GEORGIA  
  
AUGUSTA, GEORGIA  
GENERAL OBLIGATION BOND,  
FEDERALLY TAXABLE SERIES 2024**

Number R- \_\_\_\_\_ \$ \_\_\_\_\_

| <u>Maturity</u><br><u>Date</u> | <u>Interest</u><br><u>Rate</u> | <u>Dated</u> | <u>CUSIP</u> |
|--------------------------------|--------------------------------|--------------|--------------|
| October 1, _____               |                                | _____, 2024  |              |

Registered Owner: CEDE & CO.

Principal Amount:

**AUGUSTA, GEORGIA** (the “Consolidated Government”), for value received, hereby promises to pay to the registered owner identified above, or registered assigns, on the Maturity Date stated above, unless this Bond shall have been called for redemption prior to maturity and payment of the redemption price shall have been duly made or provided for, the principal amount identified above and to pay interest from the date of this Bond, or from the most recent interest payment date to which interest has been paid, on the balance of such principal sum from time to time remaining unpaid at the interest rate per annum shown above (computed on the basis of a 360-day year consisting of twelve 30-day months) on April 1 and October 1 in each year, commencing October 1, 2024, until the payment of the principal amount of this Bond in full.

The interest on this Bond shall be payable by check or draft mailed to the registered owner of this Bond of record as of the March 15 or September 15 immediately preceding the applicable interest payment date, at such owner’s address as it appears on the registration books of the

Consolidated Government (the “Bond Register”) maintained by U.S. Bank Trust Company, National Association, Atlanta, Georgia, as Bond Registrar (the “Bond Registrar”), or at such other address as is furnished in writing by the registered owner to the Bond Registrar. The principal of and redemption premium, if any, on this Bond shall be payable upon the presentation and surrender of this Bond at the principal corporate trust office of U.S. Bank Trust Company, National Association, Atlanta, Georgia, as Paying Agent (the “Paying Agent”). Both the principal of and interest on this Bond shall be payable in lawful money of the United States of America.

This Bond is one of a duly authorized issue of like tenor (the “Bonds”), except as to numbers, interest rates, dates of maturity, and denominations, in the original aggregate principal amount of \$250,000,000, issued by the Consolidated Government for the purpose of providing funds to pay the cost of a “coliseum capital outlay project” within the meaning of Section 48-8-145(1) of the Official Code of Georgia Annotated, consisting of the acquisition, construction, renovation, improvement, and equipping of buildings, structures, and facilities as a successor facility to the existing multi-use coliseum and civic center type facility, consisting of the James Brown Arena, the William B. Bell Auditorium, exhibition space, meeting rooms, and other facilities located at Telfair and Seventh Streets in downtown Augusta, which has been in operation at such location for more than 35 years, such successor facility or facilities to be owned or operated, or both, either by the Consolidated Government, one or more local authorities within the special district of Richmond County (including, without limitation, the Augusta-Richmond County Coliseum Authority), or any combination thereof. The Bonds are authorized by the Constitution and statutes of the State of Georgia and are being issued pursuant to a resolution (the “Bond Resolution”) duly adopted by the Augusta-Richmond County Commission on May 7, 2024.

The Bonds are issuable only as fully registered bonds without coupons in denominations of \$5,000 or any integral multiple thereof. The Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity and interest rate and of authorized denominations, all in accordance with the provisions of the Bond Resolution.

The Bonds maturing on and after October 1, 20\_\_ are redeemable at the option of the Consolidated Government in whole or in part at any time, not earlier than October 1, 20\_\_, in the order of maturities selected by the Consolidated Government (less than all of such Bonds of a single maturity to be selected by lot in a manner determined by the Bond Registrar), from any monies available therefor at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

Notice of redemption, unless waived, is to be given by the Bond Registrar by mailing a copy of an official redemption notice by first-class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Consolidated Government shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Failure to so mail any such notice of redemption or failure or refusal of receipt of such redemption notice shall not affect the validity of any proceedings for the redemption of Bonds.

The Consolidated Government has established a book-entry system of registration for the Bonds. Except as specifically provided otherwise in the Bond Resolution, an agent will hold this Bond on behalf of the beneficial owner hereof. By acceptance of a confirmation of purchase, delivery, or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement. While the Bonds are in the book-entry system of registration, the Bond Resolution provides special provisions relating to the Bonds that override certain other provisions of the Bond Resolution. This Bond is transferable by the registered owner hereof in person or by such registered owner's attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in the manner provided in the Bond Resolution and upon surrender of this Bond. Upon such transfer a new registered Bond or Bonds in the same aggregate principal amount, maturity, and interest rate as the Bond surrendered for transfer, and in any authorized denomination, shall be issued to the transferee in exchange therefor.

The Consolidated Government, the Paying Agent, and the Bond Registrar may deem and treat the registered owner of this Bond as the absolute owner hereof for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest hereon, and for all other purposes whatsoever, and neither the Consolidated Government, the Paying Agent, nor the Bond Registrar shall be affected by any notice to the contrary.

**IT IS HEREBY CERTIFIED, RECITED, AND DECLARED** that all acts, conditions, and things required by the Constitution and statutes of the State of Georgia to exist, happen, and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law, that provision has been made for the collection of a sales and use tax and a direct annual ad valorem tax, without limitation as to rate or amount, sufficient to pay the principal of and interest on this Bond in accordance with its terms, and that the total indebtedness of the Consolidated Government, including the Bonds, does not exceed any limitation prescribed by the Constitution and statutes of the State of Georgia.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit until this Bond shall have been authenticated and registered upon the Bond Register. Such authentication and registration shall be evidenced by the execution by the manual signature of a duly authorized signatory of the Bond Registrar of the Certificate of Authentication and Registration on this Bond.

**IN WITNESS WHEREOF**, Augusta, Georgia has caused this Bond to be executed by the Mayor of the Consolidated Government and has caused the official seal of the Consolidated Government to be impressed hereon and attested by the Clerk of Commission of the Consolidated Government.

**AUGUSTA, GEORGIA**

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk of Commission

**CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION**

This Bond is one of the above-described Augusta, Georgia General Obligation Bonds, Federally Taxable Series 2024.

Date of Authentication  
and Registration:

\_\_\_\_\_, \_\_\_\_

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,**  
as Bond Registrar

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

\_\_\_\_\_  
Authorized Signatory

**VALIDATION CERTIFICATE**

**STATE OF GEORGIA**

**COUNTY OF RICHMOND**

The undersigned Clerk of the Superior Court of Richmond County, Georgia does hereby certify that this Bond was validated and confirmed by judgment of the Superior Court of Richmond County, Georgia on the 29th day of January 2024, in Civil Action File No. 2024-RCCV-00026 that no intervention or objection was filed opposing the validation of this Bond, and that no appeal of such judgment of validation has been taken.

**IN WITNESS WHEREOF**, I have hereunto set my hand and have impressed hereon the official seal of the Superior Court of Richmond County, Georgia.

(SEAL)

\_\_\_\_\_  
Clerk, Superior Court of  
Richmond County, Georgia

The following abbreviations, when used in the inscription on this Bond or in the assignment below, shall be construed as though they were written out in full according to applicable laws or regulations:

|            |   |                                                                                                        |           |
|------------|---|--------------------------------------------------------------------------------------------------------|-----------|
| TEN COM    | - | as tenants in common                                                                                   |           |
| TEN ENT    | - | as tenants by the entireties                                                                           |           |
| JT TEN     | - | as joint tenants with right of survivorship and not as tenants in common and not as community property |           |
| UNIF TRANS |   |                                                                                                        | Custodian |
| MIN ACT    | - | _____                                                                                                  |           |
|            |   | (Custodian)                                                                                            | (Minor)   |
|            |   | under Uniform Transfers to Minors Act                                                                  | _____     |
|            |   |                                                                                                        | (State)   |

Additional abbreviations may be used although not in the above list.

### ASSIGNMENT AND TRANSFER

**FOR VALUE RECEIVED**, the undersigned sells, assigns, and transfers unto \_\_\_\_\_

(Name and Address of Assignee)

(Insert Social Security or Taxpayer  
Identification Number of Assignee)

the within Bond of Augusta, Georgia and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

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

Notice: Signature(s) must be guaranteed by an eligible guarantor institution (such as banks, stockbrokers, savings and loan associations, and credit unions) with membership in an approved Signature Guarantee Medallion Program pursuant to S.E.C. Rule 17Ad-15.

\_\_\_\_\_  
Registered Owner

Notice: The signature(s) on this assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

[END OF FORM OF BOND]



**Section 9.** The Bonds shall be executed for and on behalf of the Consolidated Government by the manual signature of the Mayor of the Consolidated Government, and the Consolidated Government's seal shall be impressed thereon and attested by the manual signature of the Clerk of Commission of the Consolidated Government. In case any officer whose signature shall appear on any Bond shall cease to be such officer before delivery of any Bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer remained in office until such delivery.

No Bond shall be valid or become obligatory for any purpose or be entitled to any benefit until such Bond shall have been authenticated and registered upon the bond registration books of the Consolidated Government maintained for that purpose. Such authentication and registration shall be evidenced by the execution by the manual signature of a duly authorized signatory of the Bond Registrar of the Certificate of Authentication and Registration contained on the Bond.

**Section 10.** The bid submitted by the Purchaser to purchase the Bonds, attached hereto as Exhibit B, is hereby accepted, and all other bids so received are hereby rejected, and the actions of the Administrator of the Consolidated Government, for and on behalf of the Consolidated Government, are hereby ratified and approved relating to her earlier notification to all bidders of the acceptance and rejection of such bids by the Consolidated Government and the return to the unsuccessful bidders of their good faith checks, if any. The Bonds shall, in due course, be delivered to the Purchaser against payment for the Bonds in accordance with the Notice of Sale and the Purchaser's bid accepted by the Consolidated Government.

**Section 11.** The use and distribution of the Notice of Sale, the Preliminary Official Statement, and the Official Statement with respect to the Bonds shall be and is hereby authorized, ratified, confirmed, and approved, and execution and delivery of the Official Statement in final form shall be and is hereby authorized, ratified, confirmed, and approved. The Mayor of the Consolidated Government is hereby authorized and directed to ratify, confirm, approve, execute, and deliver the Official Statement on behalf of the Consolidated Government, and the execution of an Official Statement by the Mayor shall constitute conclusive evidence of the Mayor's ratification, confirmation, approval, and delivery thereof on behalf of the Consolidated Government.

**Section 12.** All actions taken or to be taken by the Mayor of the Consolidated Government, the Clerk of Commission of the Consolidated Government, and the Administrator of the Consolidated Government relating to the authorization, issuance, and sale of the Bonds, shall be, and the same are hereby, ratified, confirmed, and approved.

**Section 13.** The issuance of the Bonds shall not exceed any debt limitation prescribed by the Constitution of the State of Georgia.

**Section 14.** The Consolidated Government hereby covenants and agrees that it shall, to the extent allowed by applicable law, comply with and carry out all of the provisions of the Continuing Disclosure Certificate to be executed by the Consolidated Government and to be dated as of the date of the issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with its terms (the "Disclosure Certificate"). Notwithstanding any other provision of this Resolution, failure of the Consolidated Government

to comply with the Disclosure Certificate shall not be considered a default hereunder. It is expressly provided, however, that any beneficial owner of the Bonds may take such action, to the extent and in such manner as may be allowed by applicable law, as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Consolidated Government to comply with its obligations under this Section 14. The cost to the Consolidated Government of performing its obligations set forth in this Section 14 shall be paid solely from funds lawfully available for such purpose.

**Section 15.** All resolutions and parts of resolutions in conflict with this Resolution, if any, shall be and the same are hereby repealed.

**Section 16.** The Mayor of the Consolidated Government and the Clerk of Commission of the Consolidated Government are hereby authorized and directed to execute, for and on behalf of the Consolidated Government, such other agreements, certificates (including, without limitation, the Disclosure Certificate), or documents as may be necessary or desirable in connection with the issuance, sale, and delivery of the Bonds or the investment of the proceeds of the Bonds.

**Section 17.** In the absence of the Mayor of the Consolidated Government, the Mayor Pro Tempore of the Consolidated Government may take any action in connection with the Bonds, or execute and deliver any document, agreement, or other writing relating to the Bonds, including the execution of the Bonds, which the Mayor of the Consolidated Government is authorized to perform or execute and deliver pursuant to this Resolution. An Assistant or Deputy Clerk of Commission of the Consolidated Government may attest any execution of any such document, agreement, or writing in the same manner as the Clerk of Commission of the Consolidated Government would be authorized to attest any such execution.

**PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE** this 7th day of May 2024.

**AUGUSTA, GEORGIA**

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk of Commission

**EXHIBIT A****DEBT SERVICE SCHEDULE**

| <u>Payment Date</u> | <u>Principal</u>     | <u>Interest</u> | <u>Total Debt Service</u> |
|---------------------|----------------------|-----------------|---------------------------|
| 10/01/24            | \$ ---               |                 |                           |
| 04/01/25            | ---                  |                 |                           |
| 10/01/25            | 7,405,000            |                 |                           |
| 04/01/26            | ---                  |                 |                           |
| 10/01/26            | 7,850,000            |                 |                           |
| 04/01/27            | ---                  |                 |                           |
| 10/01/27            | 8,320,000            |                 |                           |
| 04/01/28            | ---                  |                 |                           |
| 10/01/28            | 8,820,000            |                 |                           |
| 04/01/29            | ---                  |                 |                           |
| 10/01/29            | 9,350,000            |                 |                           |
| 04/01/30            | ---                  |                 |                           |
| 10/01/30            | 9,910,000            |                 |                           |
| 04/01/31            | ---                  |                 |                           |
| 10/01/31            | 10,505,000           |                 |                           |
| 04/01/32            | ---                  |                 |                           |
| 10/01/32            | 11,135,000           |                 |                           |
| 04/01/33            | ---                  |                 |                           |
| 10/01/33            | 11,805,000           |                 |                           |
| 04/01/34            | ---                  |                 |                           |
| 10/01/34            | 12,510,000           |                 |                           |
| 04/01/35            | ---                  |                 |                           |
| 10/01/35            | 13,260,000           |                 |                           |
| 04/01/36            | ---                  |                 |                           |
| 10/01/36            | 14,060,000           |                 |                           |
| 04/01/37            | ---                  |                 |                           |
| 10/01/37            | 14,900,000           |                 |                           |
| 04/01/38            | ---                  |                 |                           |
| 10/01/38            | 15,795,000           |                 |                           |
| 04/01/39            | ---                  |                 |                           |
| 10/01/39            | 16,745,000           |                 |                           |
| 04/01/40            | ---                  |                 |                           |
| 10/01/40            | 17,745,000           |                 |                           |
| 04/01/41            | ---                  |                 |                           |
| 10/01/41            | 18,810,000           |                 |                           |
| 04/01/42            | ---                  |                 |                           |
| 10/01/42            | 19,940,000           |                 |                           |
| 04/01/43            | ---                  |                 |                           |
| 10/01/43            | <u>21,135,000</u>    |                 |                           |
| Total               | <u>\$250,000,000</u> |                 |                           |

**EXHIBIT B**  
**PURCHASER'S BID**

[Attached]

**STATE OF GEORGIA  
RICHMOND COUNTY**

**CLERK'S CERTIFICATE**

I, **LENA J. BONNER**, Clerk of Commission of Augusta, Georgia, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a resolution adopted by the Augusta-Richmond County Commission (the "Commission") at an open public meeting duly called and lawfully assembled at 2:00 p.m., on the 7th day of May 2024, in connection with the issuance and sale of \$250,000,000 in aggregate principal amount of Augusta, Georgia General Obligation Bonds, Federally Taxable Series 2024, the original of such resolution being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Commission were present at such meeting:

Mayor Garnett Johnson  
Jordan Johnson  
Stacy Pulliam  
Catherine Smith McKnight  
Alvin Mason  
Bobby Williams  
Tony Lewis  
Sean Frantom  
Brandon Garrett  
Francine Scott  
Wayne Guilfoyle

and that the following members were absent:

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

and that such resolution was duly adopted by a vote of:

Aye \_\_\_\_ Nay \_\_\_\_

**WITNESS** my hand and the official seal of Augusta, Georgia, this the 7th day of May 2024.

(SEAL)

\_\_\_\_\_  
Clerk of Commission



## Commission Meeting

Meeting Date: 5/7/2024

Preliminary December 31, 2023 financial reports

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|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | Finance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Presenter:</b>                                     | Donna B. Williams, CGFM, Finance Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Caption:</b>                                       | Presentation of the December 31, 2023 preliminary financial reports.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Background:</b>                                    | Periodic financial reports keep the commission apprised of the financial condition of the organization.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Analysis:</b>                                      | <p>The reports presented today are the preliminary results of the year ended December 31, 2023. Per GASB standards, Augusta is required to hold open its books for 60 days after year end so that receivables and payables may be accurately recorded. Staff is in the process of final reviews and adjustments in preparation for the annual financial audit. The results of the 2023 audit, which is normally scheduled for presentation in July, will have variances from the reports being presented today due to timing differences and adjustments made during the final audit preparation review. These reports focus on operations for the following funds: General Fund (including Law Enforcement), Urban Service Fund, Fire Protection, Water &amp; Sewerage, Landfill, Garbage Collection, Augusta Regional Airport, and Stormwater Utility</p> |
| <b>Financial Impact:</b>                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Alternatives:</b>                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Recommendation:</b>                                | Receive as information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Funds are available in the following accounts:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | TS, DBW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |





## Commission Meeting

May 7, 2024

GMA's District 7 Officers

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|                                                       |                                                                                                          |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | N/A                                                                                                      |
| <b>Presenter:</b>                                     | N/A                                                                                                      |
| <b>Caption:</b>                                       | Consider Augusta's official ballot for the election of GMA's District 7 Officers for the 2024-2025 year. |
| <b>Background:</b>                                    | N/A                                                                                                      |
| <b>Analysis:</b>                                      | N/A                                                                                                      |
| <b>Financial Impact:</b>                              | N/A                                                                                                      |
| <b>Alternatives:</b>                                  | N/A                                                                                                      |
| <b>Recommendation:</b>                                | N/A                                                                                                      |
| <b>Funds are available in the following accounts:</b> | N/A                                                                                                      |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                      |

# ELECTION OF GMA'S DISTRICT 7 OFFICERS FOR 2024-2025

## BALLOT

The nominating committee comprised of current District 7 officers nominated the following city officials as GMA's District 7 Officers for 2024-2025:

|                       |                                                  |
|-----------------------|--------------------------------------------------|
| President             | Danny Brown, Councilmember, Sandersville         |
| First Vice President  | Catherine Harris McKnight, Commissioner, Augusta |
| Second Vice President | Alan Haywood, Mayor, Sparta                      |
| Third Vice President  | "Chick" Jones, Mayor, Waynesboro                 |

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Is your city in favor of the nominees for positions of President, First Vice President, and Second Vice President?

Yes \_\_\_\_ No \_\_\_\_

---

Please provide the following information:

City: \_\_\_\_\_

Name of person submitting ballot: \_\_\_\_\_

**I affirm that I am authorized to vote on behalf of the city:**

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

**Please mail or email the ballot by June 1 to:**

Sherri Bailey, Georgia Municipal Association, P.O. Box 105377, Atlanta, GA 30348; email [sbailey@gacities.com](mailto:sbailey@gacities.com).

**Lena Bonner**

---

**From:** Larry Hanson <sbailey@gacities.com>  
**Sent:** Friday, April 12, 2024 10:48 AM  
**To:** Lena Bonner  
**Subject:** [EXTERNAL] 2024 District 7 Ballot  
**Attachments:** 5.a 2024 District 7 Ballot.pdf

Dear Lena,

Attached is your city's official ballot for the election of GMA's District 7 Officers for the 2024-2025 year.

Listed on the ballot are the names of the city officials who have been nominated by the district nominating committee comprised of current district officers plus three additional elected officials.

The ballot should be returned to the attention of Sherri Bailey by Friday, May 17. **Please note that only one ballot may be submitted per city.** The ballot shall be submitted by an official who affirms in writing on the ballot that he or she is authorized to vote on behalf of the city.

We will notify you of the results by May 24. Final approval of GMA district officers, as well as the Association's officers and Board of Directors, will occur at the business meeting to be held at the annual convention on June 23.

If you have any questions, please contact Sherri at 470-755-1357 or [sbailey@gacities.com](mailto:sbailey@gacities.com).

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]



## Commission Meeting

May 7, 2024

Affidavit

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|                                                       |                                                                                                            |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Department:</b>                                    | N/A                                                                                                        |
| <b>Presenter:</b>                                     | N/A                                                                                                        |
| <b>Caption:</b>                                       | Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act. |
| <b>Background:</b>                                    | N/A                                                                                                        |
| <b>Analysis:</b>                                      | N/A                                                                                                        |
| <b>Financial Impact:</b>                              | N/A                                                                                                        |
| <b>Alternatives:</b>                                  | N/A                                                                                                        |
| <b>Recommendation:</b>                                | N/A                                                                                                        |
| <b>Funds are available in the following accounts:</b> | N/A                                                                                                        |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A                                                                                                        |