



COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, June 04, 2024
2:00 PM

INVOCATION

Reverend Richard A. Smith, Pastor, First Metropolitan Baptist Church

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

DELEGATION(S)

- A. **Mr. Eric Montgomery** requesting a historical marker be placed on the Greene Street side of the Municipal Building in honor of the Revolutionary War hero General Lafayette's visit to Augusta during his farewell tour of the United States on March 23, 1825.

CONSENT AGENDA

(Items 1-27)

PUBLIC SERVICES

1. Motion to **approve** A. N. 24-26: Miguel Chavez Applicant adding Dance to an Existing Consumption on Premises **Liquor, Beer and Wine License** for Loko Taco 2 located at **235 Boy Scout Road**. District 7, Super District 10. (**Approved by Public Services Committee May 28, 2024**)
2. Motion to **approve** the installation of a public art sculpture on the berm of the intersection of Doug Barnard Parkway and Lock and Dam Road. (**Approved by Public Services Committee May 28, 2024**)
3. Motion to **approve** the award of contract for RFP 24-127 – Gateway Sculpture at **Sand Bar Ferry Road** to Wesley Steward and Colleen Beyer Stewart (Metal Specialists of Augusta). and to authorize the Mayor to execute the agreement and all related documents. (**Approved by Public Services Committee May 28, 2024**)

ADMINISTRATIVE SERVICES

4. Motion to **approve** utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of 12 Ford F150s, at a total cost of \$563,314 from Allan Vigil Ford for various departments. (**Approved by Administrative Services Committee May 28, 2024**)
5. Motion to **approve** the purchase of a Dodge Durango, at a total cost of \$54,546 from Thomson Motor Center. (**Approved by Administrative Services Committee May 28, 2024**)

- 6.** Motion to **approve** the purchase of one 2024 Chevrolet Blazer Electric Vehicle at a total cost of **\$54,408** from Milton Ruben Chevrolet for the Tax Commissioner's Office. **(Approved by Administrative Services Committee May 28, 2024)**

ENGINEERING SERVICES

- 7.** Approve Survey Phase Task Order supplemental funding for Streambank Stabilization Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$163,047 for Rocky Creek Improvements. AE/ 19-152 **(Approved by Engineering Services Committee May 28, 2024)**
- 8.** Motion to **approve** 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 \$271,200.00 for Barton Chapel @SR10/US78 (Gordon Hwy) Intersection Improvements Project. MC2 assigned to Barton Chapel Improvements construction. AE/RFP 19-179 **(Approved by Engineering Services Committee May 28, 2024)**
- 9.** Motion to **approve** Supplemental funding (SA#4) for continuity of Engineering Phase of Design Engineering Consultant Agreement to Hussey Gay Bell and DeYoung (HGB) in the amount of \$19,350.00 for Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Project. AE/RFQ 17-127 **(Approved by Engineering Services Committee May 28, 2024)**
- 10.** Motion to **approve** Augusta Engineering entering into Revised Cooperative Services and Funding Agreement (Agreement) with United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wild Life Services (WS) for assisting Augusta Engineering Managing Beavers within Augusta, Georgia Service Area. Also approve the Agreement annual mutual continuation. /AE **(Approved by Engineering Services Committee May 28, 2024)**
- 11.** Motion to **approve** 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 \$386,836.00 for Robert C Daniel @CR601/Wheeler Road Intersection Improvements Project (PI0012866). ATLAS assigned to Robert C Daniel Improvements construction. AE/RFP 19-179 **(Approved by Engineering Services Committee May 28, 2024)**
- 12.** Motion to **approve** 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 \$317,280.00 for Dennis Road Widening and Improvements Project. MEG was assigned to Dennis Road construction. AE/ RFP 19-179 **(Approved by Engineering Services Committee May 28, 2024)**
- 13.** Motion to **approve** 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 \$259,540.00 for Wrightsboro Road Reconstruction and Pedestrian Improvements Project. MEG was assigned to Wrightsboro Road construction. AE/ RFP 19-179 **(Approved by Engineering Services Committee May 28, 2024)**
- 14.** Motion to **approve** supplemental (SA9) funding for various Tasks under Final Design Phase of Engineering Consultant Agreement to WK Dickson & Co., Inc. in the amount of \$53,500.00 for Wilkinson Garden Area Roadway Drainage Improvements. AE/RFQ 07-114 **(Approved by Engineering Services Committee May 28, 2024)**

- 15.** Motion to **approve** the sole source purchase and installation of new street lighting along Grand Blvd between 15th Street and Turpin Street. (**Approved by Engineering Services Committee May 28, 2024**)
- 16.** Motion to **approve** and authorize 1) Deny award of RFP 23-112 Augusta's Zone 1 residential Waste Recyclable Collection Service and rebid this zone, 2) Effective 12/31/2024 terminate RFP 12-112 Augusta's Zones 2 & 3 Residential Waste & Recyclable Collection Services contract with Coastal Waste & Recycling under the contract clause Section 16.1d,3) Extends Augusta's Zone 1 Residential Waste & Recycling under the contract clause Section 16.1 d, 3) Extends Augusta's Zone 1 Residential Waste & Recyclable Collection Service current transition period agreement with Georgia Waste System/Waste Management until December 31, 2024 with no change in current terms & conditions, and 4) Engineering & Environmental Services Department bid Augusta's Zones 1, 2, & 3 Residential Waste & Recyclable Collection Services RFP by June 2024 and bring associated contract award recommendation to Augusta Commission by end of October 2024 for discussion & approval for a January 1, 2025 start date. (**Approved by Engineering Services Committee May 28, 2024**)
- 17.** Motion to **approve** Supplementing Thomson Building Wrecking Company, Inc. of Augusta Contract under Bid 21-160 in amount of \$71,775.00 for Augusta's Infrastructure Projects Generated Waste Concrete Material Aggregate Recovery & Hauling for its Beneficial Use at the Augusta Deans Bridge Road Landfill. AE (**Approved by Engineering Services Committee May 28, 2024**)
- 18.** Motion to **approve** adding funds in amount of \$200,000 to Yancey Brothers Landfill Equipment Block Time contract for Rebuilding Landfill Compactors. Bid 23-114/AE (**Approved by Engineering Services Committee May 28, 2024**)
- 19.** Motion to **approve** the sole source purchase of new solar street lighting equipment to be placed along Windsor Springs between Meadowbrook Dr. and Crosscreek Rd. (**Approved by Engineering Services Committee May 28, 2024**)
- 20.** Motion to **approve** the sole source purchase of the installation of the poles for streetlights to be placed along Windsor Spring between Meadowbrook Dr. and Crosscreek Rd. (**Approved by Engineering Services Committee May 28, 2024**)
- 21.** Motion to **approve** the sole source purchase of new solar street lighting equipment to be placed along Wrightsboro Rd between North Leg Rd. and Highland Ave. (**Approved by Engineering Services Committee May 28, 2024**)
- 22.** Motion to **approve** the sole source purchase and installation of new street lighting along Jimmie Dyess Parkway between Wrightsboro Road and 2,500 feet south of the Richmond County line. (**Approved by Engineering Services Committee May 28, 2024**)
- 23.** Motion to **approve** hosting a workshop with the Administrator, the Engineering Department, the Procurement Department, the Marshal's Office, the Finance Department, Commissioners Johnson, Mason and Scott, the Mayor Pro Tem and the Warden of RCCI to discuss the situation regarding grass cutting and lot and right-of-way maintenance ahead of the budget cycle in order to secure funding for these operations during the budget discussions. (**Approved by Engineering Services Committee May 28, 2024**)

FINANCE

- 24.** Motion to **approve** 2025 Budget Planning Calendar with the budget retreat to be held on June 17, 2024. (**Approved by Finance Committee May 28, 2024**)

PUBLIC SAFETY

- 25.** Motion to **approve** the replacement of obsolete computer equipment (laptops, computers, servers, printers, scanners, switches, routers, VOIP phones, virtual environment, backup solutions, analog gateways, other telecommunication devices, security appliances, uninterrupted power supplies, radios, and MDTs) as well as the purchase of any related required computer software upgrades, cloud storage, and server resources. (**Approved by Public Safety Committee May 28, 2024**)
- 26.** Motion to **accept** the FY2024 Emergency Operations Center Program in the amount of \$1,500,000 and authorize the mayor to execute all appropriate documentation. (**Approved by Public Safety Committee May 28, 2024**)

PETITIONS AND COMMUNICATIONS

- 27.** Motion to **approve** the minutes of the Commission meeting held May 22, 2024 and Special Called Meeting held May 28, 2024.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 28-31)

FINANCE

- 28.** Motion to **approve** engaging UHY Advisors Mid Atlantic to conduct audit of Parks and Recreation. (**No recommendation from Finance Committee May 28, 2024**)

PUBLIC SAFETY

- 29.** Motion to **approve** the acceptance of the third Amendment for Aramark Inmate Food Services. (**No recommendation from Public Safety Committee May 28, 2024**)

PETITIONS AND COMMUNICATIONS

- 30.** Motion to **approve** tasking the Clerk of Commission to engage The Carl Vinson Institute of Government at the University of Georgia to begin the process of leading and providing guidance to Augusta-Richmond County down the path towards the creation of a charter review committee (**Requested by Mayor Garnett Johnson**)

LEGAL MEETING

- A. Pending and Potential Litigation
- B. Real Estate
- C. Personnel

- 31.** Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.



Commission Meeting

June 4, 2024

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Eric Montgomery requesting a historical marker be placed on the Greene Street side of the Municipal Building in honor of the Revolutionary War hero General Lafayette's visit to Augusta during his farewell tour of the United States on March 23, 1825.
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	June 4
<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: ERICK MONTGOMERY
 Address: 606 OBERLIN ROAD AUGUSTA, GA 30909
 Telephone Number: 706 - 495 - 5050
 Fax Number: _____
 E-Mail Address: ERICK@HISTORICAVGUSTA.ORG

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

REQUEST A HISTORICAL MARKER BE PLACED ON THE GREEN STREET SIDE OF
THE MUNICIPAL BUILDING IN HONOR OF REVOLUTIONARY WAR HERO GENERAL
JACQUES VISIT TO AUGUSTA DURING HIS FAREWELL TOUR OF THE UNITED
STATES ON MARCH 23, 1825

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

June 4, 2024

Adding Dance to Existing Alcohol License

Department:	Planning and Development
Presenter:	Brian Kepner, Deputy Director, Planning & Licensing Divisions
Caption:	Motion to approve A. N. 24-26: Miguel Chavez Applicant adding Dance to an Existing Consumption on Premises Liquor, Beer and Wine License for Loko Taco 2 located at 235 Boy Scout Road . District 7, Super District 10. (Approved by Public Services Committee May 28, 2024)
Background:	MLBD Inc. doing business as Loco Taco 2, adding Dance to an Existing Consumption of Premises Liquor, Beer, and Wine License.
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of \$155.00
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 Planning & Development Department
1803 Marvin Griffin Road
Augusta, GA. 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business MLBD, Inc. dba / Lokos Tacos 2
2. Business Address 235 Boy Scout Rl
3. City Augusta State GA Zip 30909
4. Business Phone () _____ Home Phone () _____
5. Applicant Name and Address: Miguel Chavez
3419 Greyton St
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?
(X) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 09/27/2016
12. Mailing Address: 3419 Greyton St Evans, GA 30809
Name of Business MLBD, INC.
Attention Miguel Chavez
Address 3419 Greyton St
City/State/Zip Evans, GA, 30809
13. Ownership Type: () Corporation () Partnership (X) Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Miguel Chavez</u>	<u>President</u>		<u>3419 Greyton St Evans</u>	<u>50%</u>
<u>Maria G Chavez</u>	<u>Secretary</u>		<u>3419 Greyton St Evans</u>	<u>50%</u>

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer				X	
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: 2009, 2016 Granted
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No If so, please initial M. C.

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.

Felipe Mata

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

Miguel Chavez 50%
Maria G. Chavez 50%

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, Miguel Chavez
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.

Miguel Chavez
Applicant Signature

25. I hereby certify that Miguel Chavez is personally known to be, That he/she signed his/her name to the foregoing 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 8 day of February, in the year 2021.

Eduardo Gibson
Notary Public
Columbia County, Georgia
My Commission Expires
November 2, 2026 Notary Public

FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
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. 24-25

Application Type: Adding Dance to an Existing Location - Liquor, Beer, and Wine Consumption on Premises License

Business Name: Lokos Taco 2

Hearing Date: May 28, 2024

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

Applicant: Miquel Chavez

Property Owner: Felipe and Maria Mata

Address of Property: 235 Boy Scout Road

Tax Parcel #: 018-0-272-00-0

Commission Districts: District 7, 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 \$155.00

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

June 4, 2024

Motion to approve installation of public art on a right of way

Department:	Greater Augusta Arts Council
Presenter:	Brenda Durant
Caption:	Motion to approve the installation of a public art sculpture on the berm of the intersection of Doug Barnard Parkway and Lock and Dam Road. (Approved by Public Services Committee May 28, 2024)
Background:	The Greater Augusta Arts Council is in the process of commissioning a privately funded public art sculpture to serve as a wayfinding destination piece supporting both the Mayor's Fishing Pond and Phinizy Nature Park. The proposed location, as well as the parameters for the sculpture, have been discussed with Traffic Engineering and the Augusta Regional Airport.
Analysis:	The Greater Augusta Arts Council has been tasked by Augusta to serve as Public Art Agency for Augusta. Public art has many values, including cultural, social, and economic. As such, public art humanizes the built environment, improves quality of life, and helps encourage civic engagement.
Financial Impact:	N/A
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:	
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

June 4, 2024

Public art sculpture

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the award of contract for RFP 24-127 – Gateway Sculpture at Sand Bar Ferry Road to Wesley Steward and Colleen Beyer Stewart (Metal Specialists of Augusta). and to authorize the Mayor to execute the agreement and all related documents. (Approved by Public Services Committee May 28, 2024)
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



Public Services Committee Meeting

Meeting Date: May 28, 2024

Motion to approve award of contract for RFP 24-127 – Gateway Sculpture

Department:	Greater Augusta Arts Council
Presenter:	Brenda Durant
Caption:	Motion to approve the award of contract for RFP 24-127 – Gateway Sculpture at Sand Bar Ferry Road to Wesley Steward and Colleen Beyer Stewart (Metal Specialists of Augusta). and to authorize the Mayor to execute the agreement and all related documents.
Background:	The bid item 24-127 – Gateway Sculpture at Sand Bar Ferry Road – was thoroughly vetted by the Public Art Advisory Panel and has completed the evaluation phase of the procurement process. After an initial call for artists under RFQ 23-167, four artists were pre-qualified and subsequently invited to bid on the RFP. As part of the evaluation process, all artists participated in a public presentation and showed their suggested project as a maquette.
Analysis:	Public feedback and the result of the evaluation by the evaluation committee recommend awarding the contract for RFP 24-127 to Wesley Steward and Colleen Beyer Stewart (Metal Specialists of Augusta).
Financial Impact:	\$225,000.00 SPLOST VII (Fund 329) Note: \$750,000 for 3 Sculptures
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:	GL 329-06-4310-5413120, JL 216-06-7901-5213112
<u>REVIEWED AND APPROVED BY:</u>	N/A-

Request for Qualifications

Request for Qualifications will be received at this office until **Wednesday, May 17, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **841 4234 9002**; Passcode: **777082** for furnishing:

RFQ Item #23-167 Augusta Gateway Sculpture Project – Sculpture 1 (Sand Bar Ferry Road) for Augusta, GA – Parks and Recreation 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 Tuesday, May 2, 2023 @ 10:00 a.m. via Zoom Meeting ID: 869 7653 4230; Passcode: 565153.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, May 3, 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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle March 30, 2023, and April 6, 13, 20, 2023
Metro Courier March 30, 2023


Revised: 3/22/21




**RFQ Item #23-167 Augusta Gateway Sculpture Project – Sculpture 1 (Sand Bar Ferry Road)
for Augusta, GA – Parks and Recreation Department
RFQ Due: Thursday, May 25, 2022 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 37
Total Number Specifications Download (Demandstar):
Total Electronic Notifications (Demandstar):
Georgia Procurement Registry: 740
Total packages submitted: 6
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify #	Save Form	Addendum 1	Original 1	Copies 7
Gregory Johnson Fine Art, Inc. 7235 Sweetgrass Court Cumming, GA 30041	Yes	370491	Yes	Yes	Yes	Yes
Gustavo Ocampo, LLC 109 South Bayview Blvd., STE C Oldsmar, FL 34677	Yes	2145520	Yes	Yes	Yes	Yes
NC MOSAICS, LLC 437 Dimmocks Mills Road STE 8A Hillsborough, NC 27278	Yes	2146812	Yes	Yes	Yes	Yes
Associated Space Design ASDSKY 55 Ivan Allen Jr. Blvd., STE 100 Atlanta, GA 30308	Yes	109926	Yes	Yes	Yes	Yes
Marc Mouton Outdoor Art Sculpture 339 Cross Creek Circle Statesboro, GA 30461	Yes	650285	Yes	Yes	Yes	Yes
Metal Specialists of Augusta, Inc. 510 Skyview Drive Augusta, GA 30901	Yes	2157702	Yes	Yes	Yes	Yes

<div></div> <div>RFP Item #23-167 Augusta Gateway Sculpture Project - Sculpture 1 (Sand Bar Ferry Road) for Augusta, GA – Parks and Recreation Department Evalaution Meeting Date: Wednesday, June 21, 2023 @ 2:00 p.m.</div>									
Vendors			Gregory Johnson Fine Art 7235 Sweetgrass Court Cumming, GA 30041	Gustavo Ocampo, LLC 109 South Bayview Blvd., STE C Oldsmar, FL 34677	NC MOSAICS, LLC 437 Dimmocks Mills Road STE 8A Hillsborough, NC 27278	Associated Space Design ASDSKY 55 Ivan Allen Jr. Blvd., STE 100 Atlanta, GA 30308	Marc Moulton Outdoor Art Sculpture 339 Cross Creek Circle Statesboro, GA 30461	Metal Specialists of Augusta, Inc. 510 Skyview Drive Augusta, GA 30901	
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 • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience		(0-5)	20	4.8	5	4.1	5	5	4.2
3. Organization & Approach		(0-5)	15	4.2	3.1	2.9	4.9	4.2	3.5
4. Scope of Services Provide experience and approach to item included in Section IV Qualifications & Experience.		(0-5)	15	3.8	3.8	3	4.7	4.1	4.1
5. Schedule to Work		(0-5)	10	3.4	2.4	4.4	4.6	4.4	3.2
6. Financial Stability		(0-5)	10	2.7	1	4.4	4.8	4.8	2.5
7. References		(0-5)	5	5	3.1	0.6	5	5	3.4
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
Within CSRA		5	6						
Within Georgia		5	4	5			5	5	
Within SE United States (includes AL, TN, NC, SC, FL)		5	2		5	5			
• All Others		5	1						
Phase 1 Total - (Total Maximum Ranking 35- Maximum Weighted Total Possible 425)				28.9	23.4	24.4	34	32.5	25.9
Phase 2 (Option - Numbers 9-10)									
9. Presentation by Team		(0-5)	10						
10 Q&A Response to Panel Questions		(0-5)	5						
Total Phase 2 (Total Maximum Ranking 10- Maximum Weighted Total Possible 75)				0	0	0	0	0	0
Total (Total Possible Score 500)									
Total Cumulative Score (Maximum point is 500)				28.9	23.4	24.4	34	32.5	25.9
Internal Use Only - Page 1									
Evaluator: Cumulative Date:									
Procurement Department Representative:									
Procurement Department Completion Date:									

<div><div></div><div>RFP Item #23-167 Augusta Gateway Sculpture Project - Sculpture 1 (Sand Bar Ferry Road) for Augusta, GA – Parks and Recreation Department Evalauton Meeting Date: Wednesday, June 21, 2023 @ 2:00 p.m.</div></div>						
	Gregory Johnson Fine Art 7235 Sweetgrass Court Cumming, GA 30041	Gustavo Ocampo, LLC 109 South Bayview Blvd., STE C Oldsmar, FL 34677	NC MOSAICS, LLC 437 Dimmocks Mills Road STE 8A Hillsborough, NC 27278	Associated Space Design ASDSKY 55 Ivan Allen Jr. Blvd., STE 100 Atlanta, GA 30308	Marc Moulton Outdoor Art Sculpture 339 Cross Creek Circle Statesboro, GA 30461	Metal Specialists of Augusta, Inc. 510 Skyview Drive Augusta, GA 30901
Phase 1						
Evaluation Criteria	Weighted Scores					
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	96.0	100.0	82.0	100.0	100.0	84.0
3. Organization & Approach	63.0	46.5	43.5	73.5	63.0	52.5
4. Scope of Services Provide experience and approach to item included in Section IV Qualifications & Experience.	57.0	57.0	45.0	70.5	61.5	61.5
5. Schedule to Work	34.0	24.0	44.0	46.0	44.0	32.0
6. Financial Stability	27.0	10.0	44.0	48.0	48.0	25.0
7. References	25.0	15.5	3.0	25.0	25.0	17.0
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	50.0
Within CSRA	0.0	0.0	0.0	0.0	0.0	0.0
Within Georgia	20.0	0.0	0.0	20.0	20.0	0.0
Within SE United States (includes AL, TN, NC, SC, FL)	0.0	10.0	10.0	0.0	0.0	0.0
• All Others	0.0	0.0	0.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 35- Maximum Weighted Total Possible 425)	322.0	263.0	271.5	383.0	361.5	322.0
Phase 2 Total						
9. Presentation by Team	0	0	0	0	0	0
10 Q&A Response to Panel Questions	0	0	0	0	0	0
Total Phase 2 (Total Maximum Ranking 10- Maximum Weighted Total Possible 75)	0	0	0	0	0	0
Total Cumulative Score (Maximum point is 500)	322.0	263.0	271.5	383.0	361.5	322.0
Internal Use Only Page 2 of 2						
Evaluator: Date:						



Procurement Department

Mrs. Geri Sams, Director

TO: All Vendors
Nancy Williams, Contract Administrator

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

DATE: August 18, 2023

SUBJ: **NOTICE OF SHORTLISTED VENDOR AWARD**

BID ITEM: **RFQ Item #23-167 Augusta Gateway Sculpture Project – Sculpture 1 (Sand Bar Ferry Road) for Augusta, GA – Parks and Recreation Department**

BID DATE: **Thursday, May 25, 2023 @ 11:00 a.m.**

NOTICE OF AWARD

This correspondence serves as a Notice of the Shortlisted Vendors" for RFQ #23-167 Augusta Gateway Sculpture Project – Sculpture 1 (Sand Bar Ferry Road) for Augusta, GA – Parks and Recreation Department. The following vendors have been shortlisted for the 2nd phase of this project.

Associated Space Design - ASDSKY
Marc Moulton – Outdoor Art Sculpture
Gregory Johnson Fine Art, Inc.
Metal Specialist of Augusta, Inc.

The selected finalists are invited to submit a project-specific proposal through a subsequent RFP. The above shortlisted artist will receive a copy of the RFP once it is available. Each artist(s) finalist will be compensated \$3,000.00 upon receipt of their project specific design and/or model. The artist(s) finalists are to understand and agree that the conceptual design drawings and statuette prototypes will become property of Augusta, Georgia, but their creative processes and intellectual property remain their own. The three selected artist(s) finalists will be required to meet the scope of services as outlined below and adhere to the timeframe as defined in the attached timeline.

We sincerely appreciate your interest in doing business with Augusta, Georgia and look forward to your continued participation in future business opportunities. If you need any additional information, please contact the Procurement Department at (706) 821-2422.

Any correspondence concerning this matter or questions concerning future procurements 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
 or
 Fax: 706-821-2811
 Email: annualbids@augustaga.gov or procbidandcontract@augustaga.gov

GAS/nw

cc: Maurice McDowell, Recreation and Parks Department
 Pax Bobrow, Greater Augusta Arts Council
 Phyllis Johnson, Compliance Department

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

www.augustaga.gov

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



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

2027 Lumpkin Road
Augusta, GA 30906

Memorandum

TO: Geri Sams, Director – Procurement

FROM: Maurice McDowell, Director – Parks & Recreation

DATE: August 15, 2023

SUBJECT: RFQ 23-167 – Recommendation of Award

Through the evaluation process, the Parks & Recreation Department has identified four qualified candidates for the next phase of the process.

- 1 Associated Space Design ASDSKY – 383 Points
- 2 Marc Moulton – 361.5 Points
- 3 Gregory Johnson Fine Art – 322 Points
- Metal Specialists of Augusta, Inc. – 322 Points

Instead of applying a tie breaker for the two companies in third position, the Greater Augusta Arts Council, with concurrence of the Parks & Recreation Department recommended to allow all four qualified firms to proceed to the next phase, which was approved by the Procurement Department.

The Greater Augusta Arts Council has sufficient funds allocated in contingency to cover any additional expense that the fourth vendor may create.

Based on the information provided above, the Parks & Recreation Department, in concurrence with the recommendation from the Public Arts Advisory Panel and the Greater Augusta Arts Council, recommends to move forward with the four vendors mentioned above.

Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.

- (a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.
- (b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).
- (c) *Pre-qualification standards.* The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.
- (d) *Failure to pre-qualify.* Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.
- (e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

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.

Request for Proposal

Request for Proposals will be received at this office until **Tuesday, March 12, 2024 @ 11:00 a.m. Via ZOOM Meeting ID: 811 5047 1955; Passcode: 570391** for furnishing:

RFP Item #24-127 Design/Construction Gateway Sculpture – Sand Bar Ferry Road for Augusta, GA – Recreation and Parks Department

RFPs will be received by: The Augusta 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

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.

Pre-Proposal will be held on Tuesday, January 9, 2024, @ 10:00 a.m. EST via ZOOM Meeting ID: 878 9165 8743; Passcode: 930868

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, February 21, 2024 @ 5:00 P.M. No RFP will be accepted by fax, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **ninety (90) days** after proposals have been opened, pending the execution of contract with the successful bidder(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 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: Gerri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish: EMail to Pre-Qualified Vendors RFQ 23-167 on 12/19/23

Cc: Takiyah A. Dourse Interim Administrator
 Maurice McDowell Parks and Recreation Department
 Frank Rost Parks and Recreation Department


Revised: 3/22/21



**RFP #24-127 Design/Construction of a Gateway Sculpture -
Sand Bar Ferry Road
for the Augusta, GA – Recreation and Parks Department
RFQ Due: Tuesday, March 12, 2024 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 4
Total Number Specifications Download (Demandstar): NA
Total Electronic Notifications (Demandstar): NA
Total Number Specifications Mailed to Local Vendors: 0
Pre Qualifications Conference Attendees: 4
Total packages submitted: 4
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify Number	SAVE Form	Addendum 1	Original	7 Copies
Gregory Johnson Fine Art 7235 Sweetgrass Court Cumming, GA 30041	Yes	370491	Yes	Yes	Yes	Yes
Metal Specialist of Augusta, Inc. 510 Skyview Drive Augusta, GA 30901	Yes	860264	Yes	Yes	Yes	Yes
Marc Moulton – Outdoor Art Sculpture 339 Cross Creek Circle Statesboro, GA 30461	Yes	650285	Yes	Yes	Yes	Yes
Associated Space Design – ASDSKY 55 Ivan Allen Jr. Blvd., STE 100 Atlanta, GA 30308	Yes	109926	Yes	Yes	Yes	Yes

<div></div> <div>RFP Item #24-127 Design/Construction of a Gateway Sculpture - Sand Bar Ferry Road for Augusta, GA – Parks and Recreation and Parks Department Evaluation Meeting Date: March 14, 2024 @ 3:00 p.m.</div>																							
Vendors			Gregory Johnson Fine Art 7235 Sweetgrass Court Cumming, GA 30041				Metal Specialist of Augusta, Inc. 510 Skyview Drive Augusta, GA 30901		Marc Moulton – Outdoor Art Sculpture 339 Cross Creek Circle Statesboro, GA 30461		Associated Space Design – ASDSKY 55 Ivan Allen Jr. Blvd., STE 100 Atlanta, GA 30308		Gregory Johnson Fine Art 7235 Sweetgrass Court Cumming, GA 30041			Metal Specialist of Augusta, Inc. 510 Skyview Drive Augusta, GA 30901		Marc Moulton – Outdoor Art Sculpture 339 Cross Creek Circle Statesboro, GA 30461		Associated Space Design – ASDSKY 55 Ivan Allen Jr. Blvd., STE 100 Atlanta, GA 30308			
Phase 1																							
Evaluation Criteria		Ranking	Points									Weighted Scores											
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/ Fail	PASS	PASS	PASS	PASS								PASS	PASS	PASS	PASS					
2. Qualifications & Experience		(0-5)	15	4.0	4.7	4.0	4.6								60.0	70.0	60.0	68.8					
3. Organization & Approach		(0-5)	15	3.1	4.3	3.8	3.8								46.3	65.0	56.3	57.5					
4. Scope of Services • Development of a maquette of their proposed design for a gateway sculpture to include conceptual design drawings of the proposed sculpture. • commitment to involving local artist apprentice(s) in their process • maquette expresses an understanding of local history and potential.		(0-5)	20	3.3	4.9	3.6	4.3								65.0	98.3	71.7	86.7					
5. Schedule to Work		(0-5)	10	4.2	4.5	3.8	4.1								41.7	45.0	37.5	40.8					
6. References		(0-5)	5	3.5	4.7	3.7	4.4								17.5	23.3	18.3	22.1					
Total Phase 1 (Total Maximum Ranking 25- Maximum Weighted Total Possible 325)				18.0	23.1	18.8	21.3								230.4	301.7	243.8	275.8					
Phase 2 (Optional – Numbers 7 and 8) Any Vendors that Receive Less Than a 3 Ranking in Any Category will not be considered for Phase II)																							
7. Presentation • Presentation by Team • Responsiveness to community input • Aesthetic quality and appropriateness of maquette		(0-5)	25	2.8	4.5	3.3	3.4								68.8	112.5	81.3	84.4					
8. Q&A Response to Panel Questions		(0-5)	10	2.9	4.5	2.9	3.5								28.8	45.0	28.8	35.0					
Total Phase 2 (Total Maximum Ranking 10- Maximum Weighted Total Possible 175)				5.6	9.0	6.1	6.9								97.5	157.5	110.0	119.4					
Total (Total Possible Score 500)																							
Total Cumulative Score (Maximum point is 500)				23.6	32.1	24.9	28.1								327.9	459.2	353.8	395.2					
Internal Use Only																							
Evaluator: Cumulative Date: Phase I 3/14/24 - Phase II 3/19/24																							
Procurement Department Representative: _____ Nancy Williams _____																							
Procurement Department Completion Date: Phase I 3/14/24 - Phase II 3/19/24																							



2027 Lumpkin Road
Augusta, GA 30906

Memorandum

TO: Geri Sams, Director – Procurement
FROM: Charles Jackson, Acting Director – Parks & Recreation
DATE: May 15, 2024
SUBJECT: Bid Item #24-127 – Recommendation of Award

5/15/24

With RFP 24-065, the Parks and Recreation Department was seeking proposals from four previously qualified artists for the fabrication of the Gateway Sculpture at the Sand Bar Ferry Road location.

As part of the RFP, all artists developed a maquette of their proposed design for the gateway sculpture. Those maquettes were presented to the public and Augusta as part of the evaluation process, with the public having an opportunity to participate in that process.

As a result of the procurement process, the Parks & Recreation Department, in concurrence with the Public Art Advisory Panel, recommends for Metal Specialists of Augusta (Wesley Stewart & Colleen Beyer Stewart) to be awarded the contract for bid item #24-127.

From: [Denise Tucker](#)
To: [Frank Rost](#); [Nancy M. Williams](#)
Subject: Re: [EXTERNAL] Recommendation for Gateway
Date: Wednesday, May 15, 2024 8:36:18 AM
Attachments: [image001.png](#)

Greetings,

I am writing to inform you that the Public Art Advisory Panel is in concurrence with the Augusta Parks and Recreation regarding the Sand Bar Ferry Gateway Sculpture selection.

We fully support your recommendation of the sculpture "Lucy's Garden" by MSA, created by artists Wesley L. & Colleen Beyer Stewart.

We are pleased to endorse this selection and recommend moving forward with "Lucy's Garden." The panel is confident that this sculpture will be a valuable addition to our community and will enhance the cultural and aesthetic appeal of the Sand Bar Ferry Gateway. Thank you for your collaboration and commitment to public art in Augusta.

We look forward to the successful realization of this project.

All the Best,

Denise Tucker



From: Frank Rost <FRost@augustaga.gov>
Date: Tuesday, May 14, 2024 at 4:49 PM
To: Denise Tucker <Denise@augustaarts.com>
Subject: RE: [EXTERNAL] Recommendation for Gateway

Hi Denise,
 no worries – we have until Monday to put the agenda item in.
 All I need is one line stating that the PAAP is in concurrence with us recommending the
 selected artist for the project.
 Everything else we will do from here

Friendly greetings,
 Frank

From: Denise Tucker <Denise@augustaarts.com>
Sent: Tuesday, May 14, 2024 3:07 PM
To: Frank Rost <FRost@augustaga.gov>
Subject: [EXTERNAL] Recommendation for Gateway

Hi Frank,

I know I'm supposed to send you a recommendation for the sculpture selected by the public and the Arts Council's recommendation, however, I thought I was waiting on something from you first. Am I mistaken?

[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.]

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version. AED:104.1

Associated Space Design – ASDSKY
55 Ivan Allen Jr. Blvd., STE 100
Atlanta, GA 30308

Associated Space Design – ASDSKY
55 Ivan Allen Jr. Blvd., STE 100
Atlanta, GA 30308

Associated Space Design – AS

Item 3.

55 Ivan Allen Jr. Blvd., STE 100
Atlanta, GA 30308

Metal Specialist of Augusta, Inc.
510 Skyview Drive
Augusta, GA 30901

Metal Specialist of Augusta, Inc.
510 Skyview Drive
Augusta, GA 30901

Metal Specialist of Augusta, Inc.
510 Skyview Drive
Augusta, GA 30901

Marc Moulton – Outdoor Art Sculpture
339 Cross Creek Circle
Statesboro, GA 30461

Marc Moulton – Outdoor Art Sculpture
339 Cross Creek Circle
Statesboro, GA 30461

Marc Moulton – Outdoor Art Sculpture
339 Cross Creek Circle
Statesboro, GA 30461

Gregory Johnson Fine Art, Inc.
7235 Sweetgrass Court
Cumming, GA 30041

Gregory Johnson Fine Art, Inc.
7235 Sweetgrass Court
Cumming, GA 30041

Gregory Johnson Fine Art, Inc.
7235 Sweetgrass Court
Cumming, GA 30041

Brenda Durrant
Greater Arts Council

Pax Bobrow
Greater Arts Council

Maurice McDowell
Parks and Recreation

Frank Rost
Park and Recreation

Phyllis Johnson
Compliance

RFP Item #23-127
Augusta Gateway Sculpture Project – Sculpture 1
(Sand Bar Ferry Road) for Augusta, GA – Parks
and Recreation Department
Due: Tuesday, March 12, 2024 @ 11:00 a.m.

RFP Item #23-127
Augusta Gateway Sculpture Project – Sculpture 1
(Sand Bar Ferry Road) for Augusta, GA – Parks
and Recreation Department
Mailed: Dec 19, 2023

Pg 1 of 1
Addendum 1
Mailed 3/4/24

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

June 4, 2024

2024 – Ford F150s

- Department:** Central Services – Fleet Management
- Presenter:** Ron Lampkin; Interim Central Services Director
- Caption:** Motion to **approve** utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of 12 Ford F150s, at a total cost of \$563,314 from Allan Vigil Ford for various departments. (**Approved by Administrative Services Committee May 28, 2024**)
- Background:** The state contract holder, Allan Vigil Ford, informed Fleet Management that the Ford manufacture pricing for 2024 Ford F150s will be closing April 30th, 2024, and to place orders as soon as possible to ensure we meet the state pricing cut off. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the orders. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase. The following departments are replacing assets that meet the Fleet Management, Operations, Maintenance and Replacement Policy criteria.
- Engineering (2)
 - Recreation (2)
 - Utilities (3)
- Housing and Community Development is requesting the purchase of one new truck for the inspection crew. Utilities Department Customer Service division is requesting four new trucks to support recently filled meter reader positions.
- Analysis:** The Procurement Department approved the request to utilize Georgia State Contract (#SWC 99999-SPD-ES40199373-002) awarded to Allan Vigil Ford via letter of intent to purchase the following 2024 Ford F150s.

Dept.	Division	Quantity	Amount
Utilities	Customer Service	4	\$ 40,164.50
Utilities	Construction	3	\$ 52,949.50
Total GMA Funding (631101110)			\$ 319,506.50
Engineering	Maintenance	1	\$ 47,424.50
Engineering	Traffic Engineering	1	\$ 47,424.50
Housing & Community Dev.	Maintenance	1	\$ 48,929.50
Recreation	Maintenance	1	\$ 47,424.50
Recreation	Maintenance	1	\$ 52,604.50
Total Fleet Capital (272016440)			\$ 243,807.50

Financial Impact: GMA Lease – (631-10-1110/54-99631) – \$319,506.50

Fleet Capital – (272-01-6440/54-22210) - \$243,807.50

Alternatives (1) Approve (2) Do not approve

Recommendation: Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of 12 Ford F150s, at a total cost of \$563,314 from Allan Vigil Ford for various departments.

REVIEWED N/A
AND
APPROVED BY:



Mrs. Geri Sams, Director

LETTER OF INTENT TO PURCHASE VEHICLE FROM ALLAN VIGIL FORD LINCOLN MERCURY, INC.

This letter of intent dated, **April 16, 2024**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **five (5) 2024 Ford F150s** for the below listed Departments, utilizing:

Statewide Contract Number: 99999-SPD-ES40199373-002

Vehicles: 2024 Ford F150

Contract: Effective Date: November 15, 2013 – 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:** Allan Vigil Ford: Fleet & Government Sales (Attn: Mike Brown)
6790 Mt. Zion Boulevard, Morrow, GA 30260
3. **Vehicle Total Purchase Price:** \$243,807.50
4. **Source:** Georgia Statewide Contract Number: **99999-SPD-ES40199373-002**

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
One (1)	Engineering Department	Maintenance	\$47,424.50
One (1)	Engineering Department	Traffic Engineering	\$47,424.50
One (1)	Housing & Community Dev.	Maintenance	\$48,929.50
One (1)	Recreation	Maintenance	\$47,424.50
One	Recreation	Maintenance	\$52,604.50

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: April 8, 2024
SUBJECT: Request to Utilize State Contract #SWC 99999-SPD-ES40199373-002
– 2024 Ford F150

Central Services-Fleet Management request to utilize state contract #SWC 99999-SPD-ES40199373-002 (2024 Ford F150) and a "Letter of Intent" (LOI) to purchase five Ford F150s. The vendor requested a LOI to potentially hold our orders until our agenda process is complete.

The state contract holder, Allan Vigil Ford, informed Fleet Management that the Ford manufacture pricing for 2024 Ford F150s will be closing April 30th, 2024, and to place orders as soon as possible to ensure we meet the state pricing cut off. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the orders. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.

Fleet Management is requesting five Ford F150s utilizing the 2024 Fleet Capital Allocation account 272-01-6440/54.22210 for the following divisions:

- 1 – Engineering Department – Maintenance Division - \$47,424.50
- 1 – Engineering Department – Traffic Engineering Division - \$47,424.50
- 1 – Housing and Community Development Department - \$48,929.50
- 1 – Recreation Department - \$47,424.50
- 1 – Recreation Department – \$52,604.50

Please approve the LOI in total amount of \$243,807.50 to Allan Vigil Ford. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb



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: April 8, 2024

SUBJECT: Request to Utilize State Contract #SWC 99999-SPD-ES40199373-002
– 2024 Ford F150

Central Services-Fleet Management request to utilize state contract #SWC 99999-SPD-ES40199373-002 (2024 Ford F150) and a "Letter of Intent" (LOI) to purchase five Ford F150s. The vendor requested a LOI to potentially hold our orders until our agenda process is complete.

The state contract holder, Allan Vigil Ford, informed Fleet Management that the Ford manufacture pricing for 2024 Ford F150s will be closing April 30th, 2024, and to place orders as soon as possible to ensure we meet the state pricing cut off. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the orders. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.

Fleet Management is requesting five Ford F150s utilizing the 2024 Fleet Capital Allocation for the following divisions:

- 1 – Engineering Department – Maintenance Division - \$47,424.50
- 1 – Engineering Department – Traffic Engineering Division - \$47,424.50
- 1 – Housing and Community Development Department - \$48,929.50
- 1 – Recreation Department - \$47,424.50
- 1 – Recreation Department – \$52,604.50

Please approve the LOI in total amount of \$243,807.50 to Allan Vigil Ford. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

Eng
Maint
Div

2024 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, LWB

Base Price \$ 36,798.00

SWC #99999-SPD-ES40199373-002

Equipment included in base price:

2.7L V-6 Engine

10 Speed Automatic Transmission

Factory Installed A/C

AM-FM Radio

Solar Tinted Glass

Power Steering/ABS Brakes

Rear view back up camera

Vinyl 40/20/40 Bench Seat

Rubber Floor Covering

Full Size Spare/ Step bumper

Autolamp headlights

Long bed 8'

Power Windows, Locks & Mirrors

Cruise control

P245/70R17 Tires

Ford SYNC (Bluetooth)

Options	Price	Code
5.0L V8 Flex Fuel engine	2,150.00	995
3.5L V6 EcoBoost engine**	2,545.00	99G
Extended range fuel tank**	410.00	655
Super Cab (6.5 ft. bed)	5,735.00	\$ 5,735.00 X1C
4x4 Option-Regular cab	5,225.00	F1E
4X4 Option-Super&Crew Cabs	5,525.00	X1E
Crew Cab SWB (5.5 ft bed)	8,765.00	W1Cs
Crew Cab LWB* (6.5 ft bed)	9,995.00	W1C/Long
*** (4x4) ONLY		
Limited Slip Axle	925.00	XL9
Daytime Running Lights	65.00	\$ 65.00 942

LT265/70R17C A/T tires	325.00	T7C
Class IV Hitch (w/o tow pkg)	495.00	53B
Trailer Tow Pkg	1,525.00	\$ 1,525.00 53A

Exterior Colors	Interior Color
D1 Stone Gray	Gray
YZ Oxford White	"
HX Antimatter Blue	"
B3 Atlas Blue	"
JS Iconic Silver	"
UM Agate Black	"
M7 Carbonized Gray	"

Running boards (black)	325.00	\$ 325.00 18B
Electric Brake Control for 53E	425.00	67T
*** (2.7L) ONLY		
40-20-40 Cloth Split Bench	525.00	CS
Rear window defroster	305.00	57Q/924
Fog Lights	225.00	595
LED Warning Beacons top brake light mounted	750.00	94S

FOB Allan Vigil Ford
Delivery- see chart, \$75 minimum

Spray-in Bedliner	499.00	\$ 499.00 ATK
Carpeted floor mats		
XLT Package	6,650.00	300A

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd

Morrow, GA 30260

770-968-0680 Phone

678-364-3910 Fax

Options total	\$ 8,149.00	
Other vendor added equipment	\$ 225.00	add'l key
West Warning Quote	\$ 2,102.50	#7857
Delivery	\$ 150.00	

Total	\$ 47,424.50
Contact person	
Agency	
Phone Number	

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

Eng. Traffic Div

**2024 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, LWB**

Base Price \$ 36,798.00

SWC #99999-SPD-ES40199373-002

Equipment included in base price:

2.7L V-6 Engine

10 Speed Automatic Transmission

Factory Installed A/C

AM-FM Radio

Solar Tinted Glass

Power Steering/ABS Brakes

Rear view back up camera

Vinyl 40/20/40 Bench Seat

Rubber Floor Covering

Full Size Spare/ Step bumper

Autolamp headlights

Long bed 8'

Power Windows, Locks & Mirrors

Cruise control

P245/70Rx17 Tires

Ford SYNC (Bluetooth)

Options	Price	Code
5.0L V8 Flex Fuel engine	2,150.00	995
3.5L V6 EcoBoost engine**	2,545.00	99G
Extended range fuel tank**	410.00	655
Super Cab (6.5 ft. bed)	5,735.00	\$ 5,735.00 X1C
4x4 Option- Regular cab	5,225.00	F1E
4X4 Option- Super&Crew Cabs	5,525.00	X1E
Crew Cab SWB (5.5 ft bed)	8,765.00	W1Cs
Crew Cab LWB* (6.5 ft bed)	9,995.00	W1C/Long
*** (4x4) ONLY		
Limited Slip Axle	925.00	XL9
Daytime Running Lights	65.00	\$ 65.00 942

LT265/70R17C A/T tires	325.00	T7C
Class IV Hitch (w/o tow pkg)	495.00	53B
Trailer Tow Pkg	1,525.00	\$ 1,525.00 53A

Exterior Colors	Interior Color
D1 Stone Gray	Gray
YZ Oxford White	"
HX Antimatter Blue	"
B3 Atlas Blue	"
JS Iconic Silver	"
UM Agate Black	"
M7 Carbonized Gray	"

Running boards (black)	325.00	\$ 325.00 18B
Electric Brake Control for 53E	425.00	67T
*** (2.7L) ONLY		
40-20-40 Cloth Split Bench	525.00	CS
Rear window defroster	305.00	57Q/924
Fog Lights	225.00	595
LED Warning Beacons	750.00	94S
top brake light mounted		

FOB Allan Vigil Ford
Delivery- see chart, \$75 minimum

Spray-in Bedliner	499.00	\$ 499.00 ATK
Carpeted floor mats		
XLT Package	6,650.00	300A

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd

Morrow, GA 30260

770-968-0680 Phone

678-364-3910 Fax

Options total	\$ 8,149.00	
Other vendor added equipment	\$ 225.00	add'l key
West Warning Quote	\$ 2,102.50	#7857
Delivery	\$ 150.00	

Total \$ 47,424.50

Contact person

Agency

Phone Number

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

AHCD

2024 Ford F150 (1/2 ton)

Base Price

\$ 36,798.00

Regular Cab, 6 Cyl, 4x2, LWB

SWC #99999-SPD-ES40199373-002

Equipment included in base price:

2.7L V-6 Engine

10 Speed Automatic Transmission

Factory Installed A/C

AM-FM Radio

Solar Tinted Glass

Power Steering/ABS Brakes

Rear view back up camera

Vinyl 40/20/40 Bench Seat

Rubber Floor Covering

Full Size Spare/ Step bumper

Autolamp headlights

Long bed 8'

Power Windows, Locks & Mirrors

Cruise control

P245/70Rx17 Tires

Ford SYNC (Bluetooth)

Options

Price

Code

5.0L V8 Flex Fuel engine

2,150.00

995

3.5L V6 EcoBoost engine**

2,545.00

99G

Extended range fuel tank**

410.00

655

Super Cab (6.5 ft. bed)

5,735.00

X1C

4x4 Option-Regular cab

5,225.00

F1E

4X4 Option-Super&Crew Cabs

5,525.00

X1E

Crew Cab SWB (5.5 ft bed)

8,765.00

\$ 8,765.00

W1Cs

Crew Cab LWB* (6.5 ft bed)

9,995.00

W1C/Long

*** (4x4) ONLY

Limited Slip Axle

925.00

XL9

Daytime Running Lights

65.00

\$ 65.00

942

LT265/70R17C A/T tires

325.00

T7C

Class IV Hitch (w/o tow pkg)

495.00

53B

Trailer Tow Pkg

1,525.00

53A

Exterior Colors

Interior Color

D1 Stone Gray

Gray

YZ Oxford White

"

HX Antimatter Blue

"

B3 Atlas Blue

"

JS Iconic Silver

"

UM Agate Black

"

M7 Carbonized Gray

"

Running boards (black)

325.00

\$ 325.00

18B

Electric Brake Control for 53E

425.00

67T

*** (2.7L) ONLY

40-20-40 Cloth Split Bench

525.00

CS

Rear window defroster

305.00

57Q/924

Fog Lights

225.00

595

LED Warning Beacons

750.00

94S

top brake light mounted

Spray-in Bedliner

499.00

\$ 499.00

ATK

FOB Allan Vigil Ford

Delivery- see chart, \$75 minimum

Carpeted floor mats

XLT Package

6,650.00

300A

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd

Morrow, GA 30260

770-968-0680 Phone

678-364-3910 Fax

Options total

\$ 9,654.00

Other vendor added equipment

\$ 225.00

additional key

West Warning Quote

\$ 2,102.50

West Warning Quote #7857

Delivery

\$ 150.00

Total

\$ 48,929.50

Contact person

Agency

Phone Number

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2024 Ford F150 (1/2 ton)

Regular Cab, 6 Cyl, 4x2, LWB

Base Price

\$ 36,798.00

SWC #99999-SPD-ES40199373-002

Equipment included in base price:

2.7L V-6 Engine

10 Speed Automatic Transmission

Factory Installed A/C

AM-FM Radio

Solar Tinted Glass

Power Steering/ABS Brakes

Rear view back up camera

Vinyl 40/20/40 Bench Seat

Rubber Floor Covering

Full Size Spare/ Step bumper

Autolamp headlights

Long bed 8'

Power Windows, Locks & Mirrors

Cruise control

P245/70R17 Tires

Ford SYNC (Bluetooth)

Options

5.0L V8 Flex Fuel engine

3.5L V6 EcoBoost engine**

Price

2,150.00

2,545.00

Code

995

99G

Extended range fuel tank**

410.00

Super Cab (6.5 ft. bed)

5,735.00

\$ 5,735.00

655

X1C

4x4 Option-**Regular cab**

5,225.00

F1E

4X4 Option-**Super&Crew Cabs**

5,525.00

X1E

Crew Cab SWB (5.5 ft bed)

8,765.00

W1Cs

Crew Cab LWB* (6.5 ft bed)

9,995.00

W1C/Long

*** (4x4) ONLY

Limited Slip Axle

925.00

XL9

Daytime Running Lights

65.00

\$ 65.00

942

LT265/70R17C A/T tires

325.00

T7C

Class IV Hitch (w/o tow pkg)

495.00

53B

Trailer Tow Pkg

1,525.00

\$ 1,525.00

53A

Exterior Colors

Interior Color

D1 Stone Gray

Gray

YZ Oxford White

"

HX Antimatter Blue

"

B3 Atlas Blue

"

JS Iconic Silver

"

UM Agate Black

"

M7 Carbonized Gray

"

Running boards (black)

325.00

\$ 325.00

18B

Electric Brake Control for 53E

425.00

67T

*** (2.7L) ONLY

40-20-40 Cloth Split Bench

525.00

CS

Rear window defroster

305.00

57Q/924

Fog Lights

225.00

595

LED Warning Beacons

750.00

94S

top brake light mounted

FOB Allan Vigil Ford

Delivery- see chart, \$75 minimum

Spray-in Bedliner

499.00

\$ 499.00

ATK

Carpeted floor mats

XLT Package

6,650.00

300A

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd

Morrow, GA 30260

770-968-0680 Phone

678-364-3910 Fax

Options total

\$ 8,149.00

Other vendor added equipment

\$ 225.00

add'l key

West Warning Quote

\$ 2,102.50

#7857

Delivery

\$ 150.00

Total

\$ 47,424.50

Contact person

Agency

Phone Number

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2024 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, LWB

Base Price \$ 36,798.00

SWC #99999-SPD-ES40199373-002

Equipment included in base price:

2.7L V-6 Engine

10 Speed Automatic Transmission

Factory Installed A/C

AM-FM Radio

Solar Tinted Glass

Power Steering/ABS Brakes

Rear view back up camera

Vinyl 40/20/40 Bench Seat

Rubber Floor Covering

Full Size Spare/ Step bumper

Autolamp headlights

Long bed 8'

Power Windows, Locks & Mirrors

Cruise control

P245/70Rx17 Tires

Ford SYNC (Bluetooth)

Options	Price		Code
5.0L V8 Flex Fuel engine	2,150.00	\$ 2,150.00	995
3.5L V6 EcoBoost engine**	2,545.00		99G
Extended range fuel tank**	410.00		655
Super Cab (6.5 ft. bed)	5,735.00		X1C
4x4 Option- Regular cab	5,225.00		F1E
4X4 Option- Super&Crew Cabs	5,525.00		X1E
Crew Cab SWB (5.5 ft bed)	8,765.00	\$ 8,765.00	W1Cs
Crew Cab LWB* (6.5 ft bed)	9,995.00		W1C/Long
*** (4x4) ONLY			
Limited Slip Axle	925.00		XL9
Daytime Running Lights	65.00	\$ 65.00	942
LT265/70R17C A/T tires	325.00		T7C
Class IV Hitch (w/o tow pkg)	495.00		53B
Trailer Tow Pkg	1,525.00	\$ 1,525.00	53A

Exterior Colors	Interior Color
D1 Stone Gray	Gray
YZ Oxford White	"
HX Antimatter Blue	"
B3 Atlas Blue	"
JS Iconic Silver	"
UM Agate Black	"
M7 Carbonized Gray	"

Running boards (black)	325.00	\$ 325.00	18B
Electric Brake Control for 53E	425.00		67T
*** (2.7L) ONLY			
40-20-40 Cloth Split Bench	525.00		CS
Rear window defroster	305.00		57Q/924
Fog Lights	225.00		595
LED Warning Beacons	750.00		94S
top brake light mounted			

FOB Allan Vigil Ford
Delivery- see chart, \$75 minimum

Spray-in Bedliner	499.00	\$ 499.00	ATK
Carpeted floor mats			
XLT Package	6,650.00		300A

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd

Morrow, GA 30260

770-968-0680 Phone

678-364-3910 Fax

Options total	\$ 13,329.00		
Other vendor added equipment	\$ 225.00	add'l key	
West Warning Quote	\$ 2,102.50	#7857	
Delivery	\$ 150.00		

Total	\$ 52,604.50
Contact person	
Agency	
Phone Number	

WEST WARNING EQUIPMENT SALES & SERVICE, LLC**QUOTE**

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
2/15/2024	7857

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
		2024 FORD F150		
		COUNTY PKG WITH TOOLBOX		
1	WAY-44250	WAYTEC 44250 TOGGLE SWITCH	8.50	8.50
1	SOU-EPL71PDAC	SOUND OFF EPL7PDAC 7000 SERIES MINI BAR- CLEAR DOME, AMBER LEDS	335.00	335.00
1	BYR-8895551	BUYER 8895551 15+ F-150, 17+ F250-550 FLEET SERIES DRILL FREE MINI BAR MOUNT	225.00	225.00
1	BYR-BA0972	BUYERS BA0972 97 DECIBEL SELF GROUNDING BACK UP ALARM	39.00	39.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	TINT-LABOR	WINDOW TINT 35% TWO FRONT ROLLDOWNS & STRIP	195.00	195.00
1	MYRS-UWS-TOOLB...	MEYER UWS-TOOL BOX	525.00	525.00
1	Misc	SHOP SUPPLY (WIRE, LOOM,FUSE,ETC)	35.00	35.00
1	LABOR	LABOR TO INSTALL ABOVE	675.00	675.00

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

\$2,102.50



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: March 22, 2024
SUBJECT: Request to Utilize State Contract #SWC 99999-SPD-ES40199373-002
– 2024 Ford F150

Central Services-Fleet Management request to utilize state contract #SWC 99999-SPD-ES40199373-002 (2024 Ford F150) and a "Letter of Intent" (LOI) to purchase 7 Ford F150s. The vendor requested a LOI to potentially hold our orders until our agenda process is complete.

The state contract holder, Allan Vigil Ford, informed Fleet Management that the Ford manufacture pricing for 2024 Ford F150s will be closing 2024 Q1 and to place orders as soon as possible to ensure we meet the state pricing cut off. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the orders. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.

Augusta Utilities Department is requesting 7 Ford F150s utilizing the GMA lease program for the following divisions:

- 4 - Customer Service Division - \$40,164.50each
- 3 - Construction and Maintenance Division - \$52,949.50each

Please approve the LOI in total amount of \$319,506.50 to Allan Vigil Ford. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2024 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, LWB

Base Price **\$ 36,798.00**

SWC #99999-SPD-ES40199373-002

Equipment included in base price:

2.7L V-6 Engine

10 Speed Automatic Transmission
 Factory Installed A/C
 AM-FM Radio
 Solar Tinted Glass
 Power Steering/ABS Brakes
 Rear view back up camera
 Vinyl 40/20/40 Bench Seat
 Rubber Floor Covering
 Full Size Spare/ Step bumper
 Autolamp headlights
 Long bed 8'
 Power Windows, Locks & Mirrors
 Cruise control
 P245/70R17 Tires
 Ford SYNC (Bluetooth)

Options	Price	Code
5.0L V8 Flex Fuel engine	2,150.00	995
3.5L V6 EcoBoost engine**	2,545.00	99G
Extended range fuel tank**	410.00	655
Super Cab (6.5 ft. bed)	5,735.00	\$ 5,735.00 X1C
4x4 Option- Regular cab	5,225.00	F1E
4X4 Option- Super&Crew Cabs	5,525.00	\$ 5,525.00 X1E
Crew Cab SWB (5.5 ft bed)	8,765.00	W1Cs
Crew Cab LWB* (6.5 ft bed)	9,995.00	W1C/Long
*** (4x4) ONLY		
Limited Slip Axle	925.00	XL9
Daytime Running Lights	65.00	\$ 65.00 942

LT265/70R17C A/T tires	325.00	T7C
Class IV Hitch (w/o tow pkg)	495.00	53B
Trailer Tow Pkg	1,525.00	\$ 1,525.00 53A

Exterior Colors	Interior Color
D1 Stone Gray	Gray
YZ Oxford White	"
HX Antimatter Blue	"
B3 Atlas Blue	"
JS Iconic Silver	"
UM Agate Black	"
M7 Carbonized Gray	"

Running boards (black)	325.00	\$ 325.00 18B
Electric Brake Control for 53E	425.00	67T
*** (2.7L) ONLY		
40-20-40 Cloth Split Bench	525.00	CS
Rear window defroster	305.00	57Q/924
Fog Lights	225.00	595
LED Warning Beacons	750.00	94S
top brake light mounted		

FOB Allan Vigil Ford
 Delivery- see chart, \$75 minimum

Spray-in Bedliner	499.00	\$ 499.00 ATK
Carpeted floor mats		
XLT Package	6,650.00	300A

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd
Morrow, GA 30260
770-968-0680 Phone
678-364-3910 Fax

Options total	\$ 13,674.00	
Other vendor added equipment	\$ 225.00	additional ke
West Warning Quote	\$ 2,102.50	
Delivery	\$ 150.00	

Total **\$ 52,949.50**

Contact person

Agency

Phone Number

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2024 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, LWB

Base Price **\$ 36,798.00**

SWC #99999-SPD-ES40199373-002

Equipment included in base price:

2.7L V-6 Engine

10 Speed Automatic Transmission
 Factory Installed A/C
 AM-FM Radio
 Solar Tinted Glass
 Power Steering/ABS Brakes
 Rear view back up camera
 Vinyl 40/20/40 Bench Seat
 Rubber Floor Covering
 Full Size Spare/ Step bumper
 Autolamp headlights
 Long bed 8'
 Power Windows, Locks & Mirrors
 Cruise control
 P245/70R17 Tires
 Ford SYNC (Bluetooth)

Exterior Colors	Interior Color
D1 Stone Gray	Gray
YZ Oxford White	"
HX Antimatter Blue	"
B3 Atlas Blue	"
JS Iconic Silver	"
UM Agate Black	"
M7 Carbonized Gray	"

Options	Price	Code
5.0L V8 Flex Fuel engine	2,150.00	995
3.5L V6 EcoBoost engine**	2,545.00	99G
Extended range fuel tank**	410.00	655
Super Cab (6.5 ft. bed)	5,735.00	X1C
4x4 Option- Regular cab	5,225.00	F1E
4X4 Option- Super&Crew Cabs	5,525.00	X1E
Crew Cab SWB (5.5 ft bed)	8,765.00	W1Cs
Crew Cab LWB* (6.5 ft bed)	9,995.00	W1C/Long
*** (4x4) ONLY		
Limited Slip Axle	925.00	XL9
Daytime Running Lights	65.00	942

LT265/70R17C A/T tires	325.00	T7C
Class IV Hitch (w/o tow pkg)	495.00	53B
Trailer Tow Pkg	1,525.00	53A

Running boards (black)	325.00	\$ 325.00	18B
Electric Brake Control for 53E	425.00		67T
*** (2.7L) ONLY			
40-20-40 Cloth Split Bench	525.00		CS
Rear window defroster	305.00		57Q/924
Fog Lights	225.00		595
LED Warning Beacons	750.00		94S
top brake light mounted			

FOB Allan Vigil Ford
 Delivery- see chart, \$75 minimum

Spray-in Bedliner	499.00	\$ 499.00	ATK
Carpeted floor mats			
XLT Package	6,650.00		300A

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd
Morrow, GA 30260
770-968-0680 Phone
678-364-3910 Fax

Options total	\$ 889.00	
Other vendor added equipment	\$ 225.00	additional ke
West Warning Quote	\$ 2,102.50	
Delivery	\$ 150.00	

Total **\$ 40,164.50**

Contact person

Agency

Phone Number

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

QUOTE Item 4.

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
2/15/2024	7857


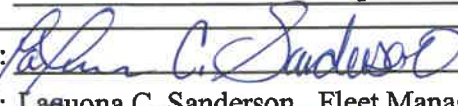
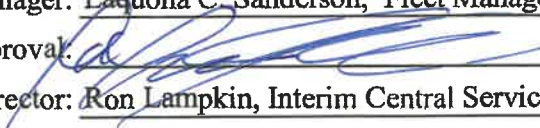
Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
		2024 FORD F150		
		COUNTY PKG WITH TOOLBOX		
1	WAY-44250	WAYTEC 44250 TOGGLE SWITCH	8.50	8.50
1	SOU-EPL71PDAC	SOUND OFF EPL7PDAC 7000 SERIES MINI BAR- CLEAR DOME, AMBER LEDS	335.00	335.00
1	BYR-8895551	BUYER 8895551 15+ F-150, 17+ F250-550 FLEET SERIES DRILL FREE MINI BAR MOUNT	225.00	225.00
1	BYR-BA0972	BUYERS BA0972 97 DECIBEL SELF GROUNDING BACK UP ALARM	39.00	39.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	TINT-LABOR	WINDOW TINT 35% TWO FRONT ROLLDOWNS & STRIP	195.00	195.00
1	MYRS-UWS-TOOLB...	MEYER UWS-TOOL BOX	525.00	525.00
1	Misc	SHOP SUPPLY (WIRE, LOOM,FUSE,ETC)	35.00	35.00
1	LABOR	LABOR TO INSTALL ABOVE	675.00	675.00

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 services. Commencement of purchasing goods and/or providing servies will occur once both parties agree upon a date. Quoted Prices are good for 30 days

Sales Tax (8.0%)	\$0.00
Total	\$2,102.50

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information			
Department Name:	Recreation	Date:	4-Nov-22
Org Key:	101-06-1110		
Vehicle Description:	2005 Ford F250	Asset Number:	204348
Assigned Use:	This vehicle is used to cover grounds maintenance for Recreation parks.		
Signature of Director/Elected Official:			
Name of Director/Elected Official:		Maurice McDowell	
Purchase Date:	4/22/2005		
Purchase Price:	\$20,018.65		
Current Mileage:	148,485	Current Hours:	N/A
Replacement Criteria Scoring			
	Score	Details	
Miles/Hours	14		
Type of Service	3		
M&R Cost	5	119% OR \$23,895	
Reliability	5		
Condition	4	four past accidents	
Total Score	31		
Fleet Manager Recommendation:			
The vehicle was recommended for disposal due to the engine requiring replacement in the amount of \$8,684.00 resulting in the total M&R cost of \$23,895.00 exceeding the original purchase price of \$20,018.65. The Department approved the recommended disposal as the vehicle can no longer support the needs of the department.			
Planned Replacement Year:		2023 - 2024	
Funding Source:		Capital	
Fleet Manager Approval:			
Name of Fleet Manager:		Laquona C. Sanderson, Fleet Manager	
Central Services Director Approval:		 on behalf of Ron Lampkin	
Name of Director:		Ron Lampkin, Interim Central Services Director	

FIXED ASSET TRANSACTION DOCUMENT

DEPT SUBMITTING INFO:

RISK MANAGEMENT

DELETION

ASSET NUMBER	<u>205006</u>
DEPARTMENT	<u>UTILITIES</u>
DESCRIPTION	<u>FORD RANGER</u>
SERIAL NUMBER	<u>1FTZR15EX5PA67551</u>
ACQ. NUMBER	<u>N/A</u>
FUND SOURCE	<u>5522506</u>

COMMENTS: VEHICLE TOTALED DUE TO ACCIDENTCONDITION ☒ VEHICLE TOTALED

Equipment Table

FASTER

Fuelman

File

COPIES

Finance - Fixed Assets: GRETCHEN

Dept Director: _____

Fleet Manager: RONAccident file: CRYSTAL

Date/Time:

2/24/2022 16:33

FIXED ASSET TRANSACTION DOCUMENT

DEPT SUBMITTING INFO: RISK MANAGEMENT☒ DELETION

ASSET NUMBER	<u>209135</u>
DEPARTMENT	<u>ENGINEERING</u>
DESCRIPTION	<u>2009 FORD RANGER</u>
SERIAL NUMBER	<u>1FTYR14D59PA55883</u>
ACQ. NUMBER	<u>N/A</u>
FUND SOURCE	<u>5522101</u>

COMMENTS: VEHICLE TOTALED DUE TO ACCIDENTCONDITION ☒ VEHICLE TOTALED

Equipment Table

FASTER

Fuelman

File

COPIES

Finance - Fixed Assets: Sophia Tian

Dept Director: _____

Fleet Manager: LAQUONA SANDERSONAccident file: CRYSTALDate/Time: 1/18/2024 9:58

Augusta Richmond County Risk Management

535 TELFAIR STREET, SUITE 920, Augusta, GA
30901
Phone: (706) 821-1704

Workfile ID:
PartsShare:

e8 Item 4.

Preliminary Estimate

Customer: Risk - Crystal

Job Number:

Written By: Charli Rhoades

Insured: Risk - Crystal
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #: 209135
Days to Repair: 0

Owner:
Risk - Crystal

Inspection Location:
Augusta Richmond County Risk
Management
535 TELFAIR STREET, SUITE 920
Augusta, GA 30901
Repair Facility
(706) 821-1704 Business

Insurance Company:

VEHICLE

2009 FORD Ranger XL Supercab 126" WB 2D P/U 4-2.3L Gasoline SEFI

VIN: 1FTYR14D59PA55883
License:
State:

Interior Color:
Exterior Color:
Production Date:

Mileage In: 160,000
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Overdrive
5 Speed Transmission

POWER

Power Steering
Power Brakes

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

CONVENIENCE

Intermittent Wipers

RADIO

AM Radio
FM Radio
Stereo

Search/Seek

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)

SEATS

Cloth Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint
Stone Guard

TRUCK

Rear Step Bumper
Trailer Hitch

Preliminary Estimate

Item 4.

Customer: Risk - Crystal

Job Number:

2009 FORD Ranger XL Supercab 126" WB 2D P/U 4-2.3L Gasoline SEFI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	FRONT BUMPER						
2		O/H front bumper				1.2	
3	Repl	Bumper cover black	6L5Z17D957AAA	1	173.70	Incl.	
4	Repl	LT Bumper cover rivet	W704342S300	1	6.50		
5	Repl	RT Filler	4L5Z17A861AA	1	12.27	Incl.	
6	Repl	LT Filler	4L5Z17A861AB	1	12.27	Incl.	
7	Repl	LT Isolator	6L5Z17C882AA	1	52.47	Incl.	
8	Repl	RT Isolator	6L5Z17C882AB	1	50.72	Incl.	
9	Repl	RT Reinforcement bolt	W706331S307	1	14.00		
10	Repl	LT Reinforcement bolt	W706331S307	1	14.00		
11	Repl	RT Reinforcement nut	N801995S436	1	6.00		
12	Repl	LT Reinforcement nut	N801995S436	1	6.00		
13	Repl	Valance panel	8L5Z17626AA	1	86.13	Incl.	
14	Repl	RT Cover	8L5Z17E810AA	1	28.65	Incl.	
15	Repl	LT Cover	8L5Z17E811AA	1	29.05	Incl.	
16	GRILLE						
17	Repl	Grille w/body colored grille, w/o STX pkg. black	6L5Z8200CAA	1	153.75	Incl.	1.0
18		Add for Clear Coat					0.4
19	Repl	Front panel	6L5Z8A284A	1	152.20	Incl.	1.5
20	Repl	Panel support	4L5Z8C299AAA	1	34.02		
21	Repl	Panel support support bracket center	F87Z8B455AB	1	116.85	Incl.	
22	Repl	RT Panel support support bracket outer	F87Z8B455AA	1	41.93	Incl.	
23	Repl	LT Panel support support bracket outer	F87Z8B455AC	1	38.07	Incl.	
24	FRONT LAMPS						
25	Repl	RT Headlamp assy	6L5Z13008AA	1	107.35	Incl.	
26		Aim headlamps				0.5	
27	Repl	LT Headlamp assy	6L5Z13008BA	1	107.52	Incl.	
28	Repl	RT Headlamp assy retainer clip inner	1L5Z13N020CA	1	18.97		
29	Repl	LT Headlamp assy retainer clip inner	1L5Z13N020CA	1	18.97		
30	Repl	RT Headlamp assy retainer clip outer	1L5Z13N020BA	1	62.18		
31	Repl	LT Headlamp assy retainer clip outer	1L5Z13N020BA	1	62.18		
32	Repl	LT Adjuster upper	1L5Z13032BB	1	76.53		
33	Repl	LT Adjuster lower	1L5Z13032DA	1	14.87		
34	Repl	LT Side marker lamp	6L5Z15A201BA	1	29.40	Incl.	
35	Repl	LT Side marker lamp screw	N808650S437	1	11.00		
36	Repl	LT Side marker lamp nut	W706735S439	1	2.75		

Customer: Risk - Crystal

Job Number:

2009 FORD Ranger XL Supercab 126" WB 2D P/U 4-2.3L Gasoline SEFI

37	Repl	LT Side marker lamp grommet	N811169S	1	3.67		
38	RADIATOR SUPPORT						
39		Refinish Components					1.2
40		Overlap Major Non-Adj. Panel					-0.2
41	Repl	Radiator support	AL5Z16138A	1	158.02	s	7.0
42		Evacuate & recharge				m	1.4
43		Refrigerant recovery				m	0.4
open	Repl	LT Support brace to fender	SEE FOOTNOTE	1			
open	Repl	LT Air deflector outer w/o AC	7L5Z8311B	1			Incl.
46	Repl	Lower deflector	XL2Z8310AA	1	84.18		Incl.
47	Repl	LT Air shield	3L5Z8C488AA	1	33.20		
48	COOLING						
49	Repl	Radiator manual trans	6L5Z8005AA	1	370.12	m	Incl.
50	Repl	LT Radiator upper mount	F58Z8C298A	1	11.28		
open	Repl	Shroud w/o AC	5L5Z8146A	1			Incl.
52	HOOD						
53	Repl	Hood steel	4L5Z16612BA	1	670.05		0.9
54		Overlap Major Non-Adj. Panel					-0.2
55		Add for Clear Coat					0.5
56		Add for Underside(Complete)					1.4
57		Add for Clear Coat					0.3
58	Repl	Latch	6L5Z16700A	1	55.50		Incl.
59	Repl	Striker	4L5Z16K689BA	1	24.23		Incl.
60	FENDER						
61	Repl	LT Fender w/o wheel opening molding	5L5Z16006A	1	506.62		1.8
62		Overlap Major Adj. Panel					-0.4
63		Add for Clear Coat					0.4
64		Add for Stone Guard					0.5
65		Add for Edging					0.5
66		Add for Clear Coat					0.1
67	Repl	RT Fender w/o wheel opening molding	5L5Z16005A	1	498.17		1.8
68		Overlap Major Adj. Panel					-0.4
69		Add for Clear Coat					0.4
70		Add for Stone Guard					0.3
71		Add for Edging					0.5
72		Add for Clear Coat					0.1
SUBTOTALS					3,955.34	15.0	15.7

Customer: Risk - Crystal**Job Number:**

2009 FORD Ranger XL Supercab 126" WB 2D P/U 4-2.3L Gasoline SEFI

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				3,955.34
Body Labor	15.0 hrs	@	\$ 46.00 /hr	690.00
Paint Labor	15.7 hrs	@	\$ 46.00 /hr	722.20
Paint Supplies	15.7 hrs	@	\$ 38.00 /hr	596.60
Body Supplies	11.5 hrs	@	\$ 38.00 /hr	437.00
Subtotal				6,401.14
Grand Total				6,401.14

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

Customer: Risk - Crystal**Job Number:**

2009 FORD Ranger XL Supercab 126" WB 2D P/U 4-2.3L Gasoline SEFI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE2MD98, CCC Data Date 01/17/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinishing operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

J.D. POWER

2009 Ford Ranger-V6

Supercab 2D XL Values

Pricing & Values

Prices shown for the used **2009 Ford Ranger Supercab 2D XL** with 160,000 miles are what people paid to buy this vehicle or what people received when trading in this vehicle at a dealer. [Edit options.](#)

Buy from Dealer

Prices shown are what people paid including dealer discounts. Taxes and fees (title, registration, license, document, and transportation fees) are not included.

Buy from Dealer

Average Price Paid

\$8,200



Get Special Pricing on a New Car

Connect with local dealers to unlock special pricing & compare deals.

Get Free Price Quote



Trade In to Dealer

Prices shown are what people received from a dealer for their trade-in vehicle by condition. See definitions.

Base Price	\$3,325
Mileage and Options	\$325
Rough Condition ⓘ	\$3,650
Base Price	\$4,225
Mileage and Options	\$325
Average Condition ⓘ	\$4,550
Base Price	\$4,950
Mileage and Options	\$325
Clean Condition ⓘ	\$5,275

~~\$4,100~~

Looking for values for your business? J.D. Power Valuation Services can help.



MSRP

~~\$39,245~~

Get Special Pricing on a New Car

Connect with local dealers to unlock special pricing & compare deals.



FIXED ASSET TRANSACTION DOCUMENT

DEPT SUBMITTING INFO: RISK MANAGEMENT☒ DELETIONASSET NUMBER 210161DEPARTMENT UTILITIESDESCRIPTION FORD F-150SERIAL NUMBER 1FTEX1CW8AFD12931ACQ. NUMBER N/AFUND SOURCE 5522506COMMENTS: VEHICLE TOTALED DUE TO ACCIDENTCONDITION ☒ VEHICLE TOTALED

COPIES

Equipment Table _____

FASTER _____

Fuelman _____

File _____

Finance - Fixed Assets: GRETCHEN

Dept Director: _____

Fleet Manager: RONAccident file: CRYSTALDate/Time: 4/4/2022 14:19

FIXED ASSET TRANSACTION DOCUMENT

DEPT SUBMITTING INFO: RISK MANAGEMENT

☒ DELETION

ASSET NUMBER 215137

DEPARTMENT ENGINEERING

DESCRIPTION Ford F-150

SERIAL NUMBER 1FTEX1CF2FFCP5602

ACQ. NUMBER N/A

FUND SOURCE 5522101

COMMENTS: VEHICLE TOTALED DUE TO ACCIDENT

CONDITION ☒ VEHICLE TOTALED

Equipment Table _____

FASTER _____

Fuelman _____

File _____

COPIES

Finance - Fixed Assets: Edie

Dept Director: _____


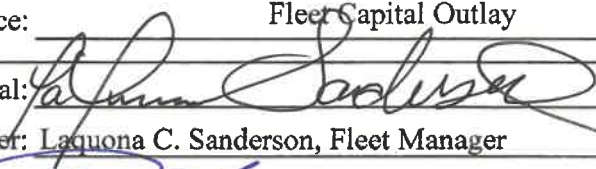
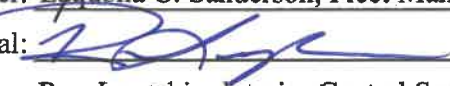
Fleet Manager: Ron

Accident file: Charli

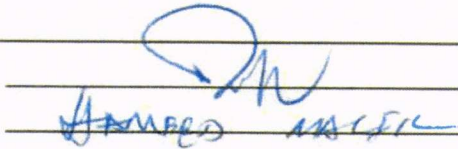
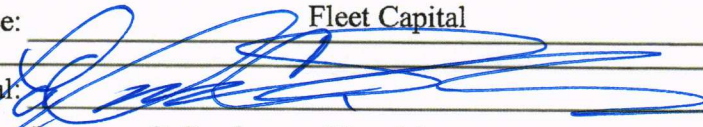
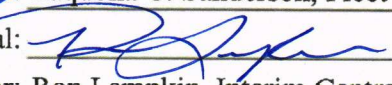
Date/Time: 5/5/2021 10:34

Purchase w/ 272-01-6440/54, 22210

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information		
Department Name:	Recreation	
Org Key:	101-06-1110	
Vehicle Description:	1997 Ford F250	
Date:	31-Aug-23	
Asset Number:	970064	
Assigned Use:	The truck was used by Recreation and Parks crews to transport materials and crews to various job sites.	
 Signature of Director/Elected Official: _____ Name of Director/Elected Official: <u>Maurice McDowell</u>		
Purchase Date:	7/31/1997	
Purchase Price:	Unknown	
Current Mileage:	123,862	
Current Hours:	N/A	
Replacement Criteria Scoring		
	Score	Details
Miles/Hours	12	
Type of Service	2	
M&R Cost	5	\$19,351.24 in repairs
Reliability	5	Needs \$5,056 repairs and new engine
Condition	2	1 previous accident
Total Score	26	
Fleet Manager Recommendation: According to Kelly Blue Book Value, the current FMV of this vehicle is \$4,674.00. Due to the excessive repairs and age of vehicle Fleet approved disposal/surplus of this vehicle. The vehicle is 26 years old and needs a new engine costing \$5,056.00 which is more than the FMV in 2023.		
Planned Replacement Year:		2022
Funding Source:		Fleet Capital Outlay
 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>		

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information		
Department Name: <u>Engineering-Traffic Engineers</u>	Date: <u>23-Apr-24</u>	
Org Key: <u>101-04-1710</u>		
Vehicle Description: <u>10 Ford F150</u>	Asset Number: <u>209177</u>	
Assigned Use:	The truck was used by Traffic Engineering to transport materials and employees to various job sites.	
Signature of Director/Elected Official: 		
Name of Director/Elected Official: <u>James Miller</u>		
Purchase Date: <u>10/12/2009</u>		
Purchase Price: <u>\$20,852.00</u>		
Current Mileage: <u>167,294</u>	N/A	
Current Hours: _____		
Replacement Criteria Scoring		
	Score	Details
Miles/Hours	17	
Type of Service	3	
M&R Cost	3	\$14,287.43 or 69%
Reliability	4	
Condition	3	1 accident history
Total Score	30	
Fleet Manager Recommendation:		
The mileage is 167,294 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 division and will need to be sold on auction.		
Planned Replacement Year: _____		2024
Funding Source: _____		Fleet Capital
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>		



Commission Meeting

June 4, 2024

2024 – K9 Dodge Durango

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve the purchase of a Dodge Durango, at a total cost of \$54,546 from Thomson Motor Center. (Approved by Administrative Services Committee May 28, 2024)
Background:	<p>On December 5, 2023, the Augusta, GA Commission approved to accept an award from Georgia Emergency Management Agency (GEMA) in the amount of \$58,500.00 to enhance the Richmond County Sheriff's Office Bomb Canine Unit.</p> <p>The Richmond County Sheriff's Office K9 Division is requesting the purchase of one 2024 Dodge Durango to replace asset #219015, a 2019 Ford Explorer, that was totaled in a vehicle accident in December 2023.</p>
Analysis:	The Dodge manufacture is no longer accepting 2024 Dodge Durango orders due to the pricing being closed. Thomson Motor Center has a 2024 Dodge Durango in their stock inventory that is available for purchase. Upon the vendors request, the Procurement Department issued a LOI (Letter of Intent) to secure the purchase of one 2024 Dodge Durango at a price of \$54,546 from Thomson Motor Center.
Financial Impact:	Homeland Security Grant (220-03-9314/54-22110) - \$54,546
Alternatives	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of a Dodge Durango, at a total cost of \$54,546 from Thomson Motor Center.
Funds are available in the following accounts:	Homeland Security Grant (220-03-9314/54-22110) - \$54,546
<u>REVIEWED AND APPROVED BY:</u>	N/A



LETTER OF INTENT TO PURCHASE ONE (1) VEHICLE FROM THOMSON MOTOR CENTER

This letter of intent dated, April 16, 2024, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: one (1) Dodge Durango Pursuit SUV for the Sheriff's Offices.

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Thomson Motor Center: 2158 Washington Road, NE, Thomson GA 30824
3. **Vehicles Total Purchase Price:** \$54,546.00 as listed below:
 - a. One (1) Vehicle – Sheriff's Office – Pursuit Durango at \$54,546.00

The specific specifications and pricing information for these purchases are attached.

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Respectfully submitted,

Geri A. Sams
Director of Procurement

Attachments: Vehicles Purchase Price /Specifications





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: April 3, 2024
SUBJECT: Request to Utilize the Homeland Security Grant to Purchase a Dodge Durango for the Richmond County Sheriff's Office – K9 Division

Central Services-Fleet Management request to utilize the Homeland Security Grant to purchase a Dodge Durango for the Richmond County Sheriff's Office. A "Letter of Intent" (LOI) is requested to secure a 2023 Dodge Durango at Thomson Motor Center.

The vendor, Thomson Motor Center, informed Fleet Management that the Dodge Durango manufacture pricing for 2024 Dodge Durango's were closed and there is a stock inventory on the vendors car lot. The vendor requested a LOI to hold the order 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 purchase.

The Richmond County Sheriff's Office K9 Division has lost three vehicles in two years. Asset #209257, a 2009 Chevrolet Tahoe, was deadline due to engine failure. Asset #209258, a 2009 Chevrolet Tahoe and Asset #219015, a 2019 Ford Explorer were totaled in separate vehicle accident.

Please approve the use of the Homeland Security Grant (220-03-9314/54.22110), state contract and LOI in total amount of \$54,546 to purchase the Dodge Durango from Thomson Motor Center. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb



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

'24 APR 8 1:28 PM

TO: Geri Sams, Director, Procurement Director

FROM: Ron Lampkin, Interim Director, Central Services Director

DATE: April 3, 2024

SUBJECT: Request to Utilize the Homeland Security Grant to Purchase a Dodge Durango for the Richmond County Sheriff's Office – K9 Division

Central Services-Fleet Management request to utilize the Homeland Security Grant to purchase a Dodge Durango for the Richmond County Sheriff's Office. A "Letter of Intent" (LOI) is requested to secure a 2023 Dodge Durango at Thomson Motor Center.

The vendor, Thomson Motor Center, informed Fleet Management that the Dodge Durango manufacture pricing for 2024 Dodge Durango's were closed and there is a stock inventory on the vendors car lot. The vendor requested a LOI to hold the order 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 purchase.

The Richmond County Sheriff's Office K9 Division has disposed of the following three vehicles in the last two years:

- Asset #209257, 2009 Chevrolet Tahoe – due to engine failure
- Asset #209258, 2009 Chevrolet Tahoe and asset #219015, 2019 Ford Explorer – due to vehicle accidents

Please approve the use of the state contract and LOI in total amount of \$54,546 to Thomson Motor Center. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

THOMSON

Item 5.



Mac McAlister Fleet Manager
2158 Washington Road NE, Thomson GA 30824
Office: 706-986-5714 Cell: 706-699-1624

1/4/2024

Buyer:	AUGUSTA GEORGIA
	535 TELFAIR STREET SUITE 800
	AUGUSTA GA 30901

Phone:	
Fax:	

Cell:	

Phone:	
Fax:	

Make:	DODGE
Model:	DURANGO PURSUIT V6 AWD
Year:	2023
Color:	SILVER AND DESTROYER GRAY
VIN:	
Stock #:	
Mileage:	10

Make:	
Model:	
Year:	
Color:	
VIN:	
Stock #:	
Mileage:	
ACV:	

MSRP	\$44,350.00
------	-------------

Sale Price	\$39,959.00
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Options Included		
3.6L V6 24V VVT Engine Upg I w/ESS	8-Spd Auto 850RE Trans	included in price
Cloth Bucket Seats W/Rear Vinyl	Deactivate Rear Doors/Windows	included in price
Black Left LED Spot Lamp	4 Additional Key Fobs	included in price
		included in price
Available Options		
Options Total		

Sub Total	\$39,959.00
DOC	
Tag	
Units	1
Balance Due	\$39,959.00

Manager Mac McAlister

Customer _____

WEST WARNING EQUIPMENT SALES & SERVICE, LLC

QUOTE

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
1/16/2024	7822

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
1	SOU-ENFWBF(XXXX)	2023 DURANGO- K-9 SLICK TOP SOUND OFF nFORCE INTERIOR WINDSHIELD BAR 12 LED DUAL COLOR- BLUE/WHITE	1,125.00	1,125.00
2	SOU-EMPS2STS4E	SOUND OFF EMPS2STS4E MPOWER 4" STUD MNT 12 LED DUAL COLOR -BLUE/WHITE (GRILL)	130.00	260.00
2	WWE-GRILLBRKT	WWE-GRILL BRACKET	25.00	50.00
1	SOU-ENFWBRF(XXX)	SOUND OFF ENFWBRF(XXX) REAR DECK INTERIOR BAR- 8 MODULE DUAL COLOR - BLUE/AMBER	1,125.00	1,125.00
2	SOU-EMPS2QMS4E	SOUND OFF EMPS2QMS4E MPOWER 4" QUICK MOUNT DUAL COLOR BLUE/WHITE (TAG)	130.00	260.00
1	SOU-ETSA461HPP-...	SOUND OFF ETS461HPP-EXT nERGY 400 SERIES HANDHELD REMOTE SIREN W/ 13' COIL LENGTH	475.00	475.00
1	FEN-S-2009	FENIEX S-2009 TRITON 100W SPEAKER	135.00	135.00
1	NEN-DURANGO21-...	NEN-DURANGO 21-23 POLICE CENTER CONSOLE KIT	525.00	525.00
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 - ALL FOUR DOORS WITH 6" STRIP	350.00	350.00
1	DECAL	DECAL KIT- "GHOST" (MODELED AFTER 2021 EXPEDITION)	390.00	390.00
1	WAY-44251	WAYTEC 44251 TOGGLE SWITCH	8.00	8.00
1	HAV-PKG-PSM-145	HAVIS PKG-PSM-145 11-16 DURANGO STANDARD PASSENGER SIDE MNT STAND	450.00	450.00
1	CGPS-BR305-USB-8	CANADA GPS BR305-USB-8 GPS USB ADAPTOR CABLE	50.00	50.00
1	CGPS-MR-350N	CGPS-MR-350N GPS RECEIVER	105.00	105.00
1	Misc	SETINA STANDARD K9 KENNEL FOR DODGE DURANGO	3,600.00	3,600.00
1	SET-WATERBOWL	SETINA WATER BOWL FOR K-9 KENNEL	100.00	100.00
1	Misc	SHOP SUPPLIES (WIRE,LOOM,FUSES,ETC)	175.00	175.00
1	LABOR	LABOR TO INSTALL ABOVE & CUSTOMER SUPPLIED ACE K9 HEAT ALARM & DOCKING STATION	5,300.00	5,300.00
		NOTE FOR TIM: CAMERA=WIRE POWER IGNITION-OVER KENNEL		

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

\$14,587.00



Office of the Administrator

Takiyah A. Douse
Interim Administrator

December 5, 2023

Richard Roundtree, Sheriff
Richmond County Sheriff's Office
400 Walton Way
Augusta, GA 30901

Dear Sheriff Roundtree,

At the regular meeting held Tuesday, December 5, 2023, the Augusta, Georgia Commission took action on the following:

35. Approved to accept an award from Georgia Emergency Management Agency (GEMA) in the amount of \$58,500.00 to enhance the Richmond County Sheriff's Office Bomb Canine Unit.

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



**FISCAL YEAR 2023
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF
GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Richmond County Sheriff

GRANT NO: 45

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2023 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$58,500.00 to Richmond County Sheriff, as Subrecipient, in accordance with the Fiscal Year 2023 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Linda Cribblez** as the **Program Manager** of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

- A. Purchasing:** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>
- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgment Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EM Grants Manager System in a timely manner according to the guidelines in the section below.
- D. Quarterly Progress Report (PROGRESS REPORT):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.
- E. The following reporting periods and due dates apply:**
- | | | |
|------------------|-------------------------|----------------|
| • First Quarter | October 1 - December 31 | Due January 31 |
| • Second Quarter | January 1 - March 31 | Due April 30 |
| • Third Quarter | April 1 - June 30 | Due July 31 |
| • Fourth Quarter | July 1 - September 30 | Due October 31 |

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE PROGRESS REPORT IS RECEIVED.

- F. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.

- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. The Build America, Buy America Act (BABAA):** Subrecipient agrees to only use iron, steel, manufactured products, and construction materials produced in the United States for all infrastructure projects. The Act requires the following "Buy America" preference:
1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Additional information regarding the BABAA requirements can be found at <https://www.fema.gov/grants/policy-guidance/buy-america#interpretation>
- F. Unique Entity Identifier (UEI) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the UEI number for the prospective Subrecipient.
- G. Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.
- H. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2023 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- I. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$30,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 - 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 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
 - 2. 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 61104 of the Internal Revenue Code of 1986.
- 1. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf> and www.fsrcs.gov.

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2023 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of the State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2023 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2023 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2023 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the Georgia Bureau of Investigations and GEMA/HS paging system whenever

any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

- P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
- U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.
- V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY23 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.


TERMINATION: This agreement may be terminated for any or all of the following reasons:

- A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant-funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag, and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without

ATTEST:

Lena Bonner, Clerk of Commission

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Sheriff
APPLICANT ORGANIZATION Richmond County Sheriff's Office	DATE SUBMITTED 11/21/2023

SF-424D (Rev. 7-97) Back

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).


B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)


RICHMOND COUNTY SHERIFF'S OFFICE
400 WATSON WAY
AUGUSTA, GA 30901

Check ☐ if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
RICHMOND COUNTY SHERIFF'S OFFICE	EOD K9, NAME #45
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SHERIFF RICHARD BOUNDY	
SIGNATURE	DATE
	11/21/2023

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
		Sheriff	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Richmond County Sheriff's Office		November 21, 2023	

Standard Form 424B (Rev. 7-97) Back



Administrative Services Committee Meeting

Meeting Date:

2024 – 2024 Chevrolet Blazer Electric Vehicle

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve the purchase of one 2024 Chevrolet Blazer Electric Vehicle at a total cost of \$54,408 from Milton Ruben Chevrolet for the Tax Commissioner's Office.
Background:	<p>The "Green Augusta" initiative was approved by Commission on June 1, 2021, to transition the city's light duty fleet to alternative energy vehicles by 20% over the next ten years.</p> <p>Fleet Management requested to purchase a 2024 Chevrolet Blazer EV for the Tax Commissioner's Office (TCO). Currently, TCO has a 2013 Ford Explorer that will be replaced with the Chevrolet Blazer. TCO is located at the Municipal Building where the new electric chargers were installed, and it will be feasible for the department to always have charger access onsite. The 2013 Ford Explorer will be reallocated as a pool car for all City employees to reserve for travel on a first come first serve basis.</p> <p>Due to our maintenance shop not being fully equipped to perform the needed maintenance on a fully electric vehicle at this time, the price of the vehicle includes an extended warranty for 6 year or 60K miles in the amount of \$2,958.00.</p>
Analysis:	The Procurement Department approved the purchase of the 2024 Chevrolet Blazer EV to ensure we obtained the vehicle with the fast-moving auto market. This vehicle will be the first fully electric vehicle in the city's fleet to progress towards the 20% alternative energy transition over the next ten years.
Financial Impact:	<p>Funding in the amount of \$54,408 is available in the following Fleet Capital account:</p> <ul style="list-style-type: none"> 272-01-6440/54-25310
Alternatives	(1) Approve (2) Do not approve

Recommendation: Motion to approve the purchase of one 2024 Chevrolet Blazer Electric Vehicle at a total cost of \$54,408 from Milton Ruben Chevrolet for the Tax Commissioner's Office.

Funds are available in the following accounts: 272-01-6440/54-25310

REVIEWED AND N/A
APPROVED BY:

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION

DEPARTMENT NAME: Central Services - Fleet Management
DEPARTMENT NUMBER: 272-01-6440/54-25310

DEPARTMENT HEAD

REQUISITION:
REQUISITION DATE: 05/06/2024
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

VENDOR		NAME OF BIDDER	
MILTON RUBEN CHEVROLET			
PHONE NUMBER		706-868-0588	
QUOTED BY		Philipp Moore	

ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2024 CHEVROLET BLAZER EV - STOCK #SA1819	1	\$ 54,408.00	\$ 54,408.00				
2	VIN #3GNKDBRJ5RS218050							
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
TOTAL BID			\$	54,408.00				
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

RETAIL ORDER FOR A MOTOR VEHICLE

04/30/24

MILTON RUBEN CHEVROLET, INC.

3514 WASHINGTON ROAD
AUGUSTA, GEORGIA 30907
PHONE (706) 868-0588



AUGUSTA RICHMOND COUNTY

DATE

535 TELFAIR ST.

PURCHASERS TITLING INFORMATION

AUGUSTA

RICHMOND

STREET ADDRESS

GA

30901-0000

PHILIPP MOORE

kbraswell@augustaga.gov

(706) 821-2845

STATE

ZIP

SALESPERSON / EMP. #

E-MAIL ADDRESS

HOME

CELL

BUSINESS

PLEASE ENTER MY ORDER FOR THE FOLLOWING

XX

☐ NEW☐ CAR

2024

CHEVROLET

☐ USED☐ TRUCK

YEAR

MAKE

☐ DEMO☐ VAN

MODEL BLAZER EV

COLOR

SUMMIT WHITE

MILES

12

STOCK NO.

SA1819

TIRE MAN.

TYPE/SIZE

SERIAL NO.

3GNKDBRJ5RS218050

CASH DELIVERED PRICE OF UNIT

\$ 50,998.00

FACTORY ACCESSORIES

\$ N/A

NON-FACTORY ACCESSORIES WARRANTIES PROVIDED BY NON-FACTORY VENDOR

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

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\$ N/A

\$ N/A

USED CAR TRADE-IN AND PAYOFF INFORMATION

MAKE OF TRADE-IN #1

MILES

YEAR

MODEL

TYPE

MVI OR SERIAL NO.

BALANCE OWED TO

ACCT. NO.

PAYOFF AMOUNT \$

MAKE OF TRADE-IN #2

MILES

YEAR

MODEL

TYPE

MVI OR SERIAL NO.

BALANCE OWED TO

N/A

ACCT. NO.

PAYOFF AMOUNT \$

TRADE-IN ALLOWANCE

\$

N/A

BALANCE OWED ON TRADE-IN

\$

N/A

NET ALLOWANCE ON TRADE-IN

\$

N/A

MILTON RUBEN DOES NOT PROVIDE LOANER VEHICLES X

TERMS AND CONDITIONS

As used in this Agreement the terms (a) "Dealer" shall mean the authorized dealer designated in this Agreement, (b) "Purchaser" shall mean the party(ies) executing this Agreement, whether for purchase or lease, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by the Purchaser and Dealer that Dealer is in no respect the agent of the Manufacturer. The Dealer and Purchaser are the sole parties to this Agreement. Any reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.

The undersigned Purchaser hereby certifies that he is of legal age to execute binding contracts in this State and hereby agrees to purchase/lease from Dealer the vehicle described herein above subject to all of the terms, conditions and agreements contained herein.

The front and the back of this agreement constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions between the parties, whether oral or written. This agreement cannot be modified except by a written instrument executed by the parties. If this agreement is for a used vehicle, the information on the Federal Trade Commission WINDOW FORM is part of the agreement. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS AGREEMENT.

THE ONLY WARRANTIES APPLYING TO THIS VEHICLE ARE THOSE SUPPLIED BY THE MANUFACTURER, IF ANY. THE DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR OTHER INCIDENTAL DAMAGES, UNLESS A SEPARATE WRITTEN DEALER WARRANTY IS PROVIDED TO PURCHASER BY THE DEALER. A USED VEHICLE SOLD/LEASED HERE UNDER IS SOLD "AS IS" WITHOUT ANY WARRANTY.

If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle purchased hereunder is not to be delivered to Dealer immediately at time of delivery of purchased vehicle, Dealer shall be entitled to re-appraise the trade-in vehicle at the time of delivery in order to determine the trade-in allowance. If such re-appraised value is lower than the original allowance shown therefore on the front of this agreement, Purchaser may, if dissatisfied therewith, cancel this agreement; provided however, that such right to cancel must be exercised prior to delivery of the motor vehicle purchased hereunder and prior to the surrender of the used motor vehicle to Dealer.

PURCHASER ACKNOWLEDGES THAT HE HAS READ, UNDERSTOOD AND AGREED TO ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEALER.

X

Purchaser

X

Co-Purchaser

04/30/24

Date

X

AUTHORIZED DEALER REPRESENTATIVE

IMPORTANT! READ REVERSE BEFORE SIGNING

The Reynolds and Reynolds Company RO623216

85



Vehicle Locator

Item 6.

Dealer Information

MILTON RUBEN CHEVROLET, INC.
3514 WASHINGTON RD
AUGUSTA, GA 30907
Phone: 706-868-0588
Fax: 706-860-4578

3GNKDBRJ5RS218050

Model Year: 2024

Make: Chevrolet

Model: Blazer EV

2LT-1MC26

PEG: 2LT - LT Package-2LT

Primary Color: Summit White-GAZ

Trim: Black Evotex Interior-H9F

Engine: Engine None-EN0

Transmission: Transmission None (Electric Drive Unit)-MF1

Event Code: 5000-Delivered to Dealer

Order #: DFMSC5

MSRP: \$51,695.00

Order Type: TRE-Retail Stock

Stock #: SA1819

Inventory Status: Available

Additional Vehicle Information

GM Marketing Information

Vehicle Options

Chargeable Options

	MSRP
Comfort and Convenience Package-ZFT	\$2,295.00
Convenience and Driver Confidence Package-WPN	\$1,225.00
LIFESTYLE ACTIVE PACKAGE-1SZ	-\$3,520.00
Panoramic Sunroof-CAJ	\$1,500.00

No Cost Options

Other Options

17.7" Diagonal Advanced Color LCD Display-URW
360 Surround Vision-UV2
Adaptive Cruise Control-KSG
Audio System Feature, 6-Speaker System-UQF
Black Evotex Interior-H9F
Dual Level Charge Cord-PSC

Engine None-EN0
Federal Emissions-FE9
Heated Driver and Front Passenger Seats-KAG
Intersection Automatic Emergency Braking-CTB
PROTECTOR FILM, PAINT ETCH PREVENTIVE-VGC
Rear Pedestrian Alert-UKK
SALES PACKAGE ACTIVE SAFETY 2-AS2

Safety Alert Seat-HS1
Speed Limit Assist-ISA
Teen Driver-TDM
Traffic Sign Recognition-UVX
Transmission None (Electric Drive Unit)-MF1
Wheels, 19" Machined-Face Aluminum with Painted Pockets-RT9

2LT - LT Package-2LT

8 Years of OnStar Remote Access-PRF
All-Wheel-Drive-XRD
Automatic Heated Steering Wheel-KI3
Charging Module - 11.5 kW-K28
Emission System Zero Emission Vehicle (ZEV)-NF6
Enhanced Automatic Emergency Braking-UGN
Glass, rear, deep tint-ARU
Infotainment Experience with Navigation-IVD
OnStar Communication System-UE1

Power Liftgate with Presence-TCP

Remote Start / Smartphone App-1MP

SECONDARY DRIVE UNIT GEN 1, 78R, 1 MOTOR, DRIVE UNIT-S78

Side Bicyclist Alert-UOW

Summit White-GAZ

Tires, 255/60R19 All-Season Blackwall-QBX

Trailer Prep-V92

Wheel, Spare, None-5A7

Wireless Phone Charger-K7A



Commission Meeting

June 4, 2024

Engineering Services for Rocky Creek Improvements Design, Permitting and Construction – RFQ 19-152

Johnson, Laschober & Associates – Task Order Two

File Reference: 23 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik
Caption:	Approve Survey Phase Task Order supplemental funding for Streambank Stabilization Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$163,047 for Rocky Creek Improvements. AE/ 19-152 (Approved by Engineering Services Committee May 28, 2024)
Background:	On May 8, 2019 Commission approved award of Streambank Stabilization Design, Permitting and Construction Engineering Services Agreement to three qualified firms including JLA. Work is released as a Phased Task Order. Rocky improvements initial phase scope services funding was approved on October 17, 2023. Initial phase activities (Task Order 1) in progress and there is need to initiate collecting survey data to complete these activities and develop the next phase of the project.
Analysis:	This project is located in the Rocky Creek Basin/Watershed, and the creek flows through it. Areas in the project boundary currently experience flooding and bank erosion. The proposed project will improve Rocky Creek stabilization and reduce risk of flood hazard both upstream and downstream by construction of flood control storage facilities at head water and mid water locations. Design tasks are released in phases to ensure field work is completed in cost effectively and develop targeted scope. Survey is key base of intended improvements design
Financial Impact:	Project SPLOST IV Funds (Rocky Creek Drainage Project).
Alternatives:	1). Do not approve and find alternative to complete the stream improvements.
Recommendation:	Approve Initial Phase funding for Streambank Stabilization Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$163,665 for Rocky Creek Improvements. Requested by Engineering. RFQ 19-152

Funds are available in 324041110-52.12115 / 209824002-52.12115 - Project SPLOST IV
the following accounts: Funds

REVIEWED AND HM/SR
APPROVED BY:



SurvTech Solutions, Inc.

10220 U.S. Highway 92 East
Tampa, Florida 33610
Web: www.survtechsolutions.com

Item 7.

Phone: 813-621-4929

Fax: 813-621-7194

Email: Sales@survtechsolutions.com

Wednesday, March 13, 2024

Trevor Wimberly
Johnson, Laschober & Associates, P.C.
1296 Broad St,
Augusta, GA 30901

RE: Proposal for Services for City of Augusta Rocky Creek Stormwater Study located at Rocky Creek, Augusta, GA, 30909; Folio No.: N/A; Estimate No.: 240409; Project No.: N/A

Dear Trevor;

SurvTech Solutions, Inc. is pleased to submit the following information for your consideration in selecting a firm to perform the necessary services, as noted above. We feel that you will find SurvTech Solutions, Inc. is well qualified to accomplish all services set forth in the request for proposal. Our outstanding staff of professional, technical, and support personnel has extensive and varied qualifications.

The lump-sum cost for the project will be **contingent upon option selected on page two (2) of this proposal**, with an estimated time frame contingent upon option selected from notice to proceed. Please see attached scope of work for a detailed breakdown of costs and services. If a quicker schedule is needed, please contact us, and we will try to accommodate your schedule.

If this proposal is acceptable, please sign the attached contract and send it to SurvTech Solutions via fax, email, or U.S. Mail. SurvTech cannot start said project without having a signed contract in place. If your firm wishes to use its own in-house contract or purchase order, then please forward them to SurvTech for review and signatures. SurvTech Solutions, Inc. appreciates this opportunity to submit this proposal for services. We look forward to serving Johnson, Laschober & Associates, P.C. on this project.

Respectfully submitted,
SurvTech Solutions, Inc.
Florida Licensed Business No. 7340

Matthew Brooks, PSM, LS, PLS
V.P. of Contracts Management



SurvTech Solutions, Inc.

10220 U.S. Highway 92 East
Tampa, Florida 33610
Web: www.survtechsolutions.com

Phone: 813-621-4929

Fax: 813-621-7194

Email: Sales@survtechsolutions.com

PROPOSAL 240409		
Option A Scope of Services		
OPTION A SELECTED: <input type="checkbox"/> YES <input type="checkbox"/> NO		Timeframe
Option A - Topographic Survey of Requested Stormwater and Sanitary Infrastructure and Wetlands Survey (Regency Mall Area of Interest) See Scope of Services Below	\$81,050.00	60 days from NTP
Option A - Topographic Survey of Requested Stormwater and Sanitary Infrastructure and Wetlands Survey (Rosedale Dam Area of Interest) See Scope of Services Below	\$46,030.00	45 days from NTP
Option A - Aerial Topographic Survey Utilizing LiDAR from UAV See Scope of Services Below	\$14,700.00	30 days from NTP
TOTAL OPTION A:	\$141,780.00	+ 15% JLA Fee
OPTION B Scope of Services		
OPTION B SELECTED: <input type="checkbox"/> YES <input type="checkbox"/> NO		Timeframe
Option B - Topographic and Wetland Survey - Regency Mall Area of Interest See Scope of Services Below	\$137,575.00	90 days from NTP
Option B - Topographic and Wetland Survey - Rosedale Dam Area of Interest See Scope of Services Below	\$73,925.00	60 days from NTP
TOTAL OPTION B:	\$211,500.00	+ 15% JLA Fee

Scope of Services – OPTION A

Standards of Practice:

1. All Surveying and Mapping will be performed per "The Georgia Standards of Practice for Surveying and Mapping" and signed and sealed by a Georgia Licensed Surveyor and Mapper.

Geodesy & Datums

1. Survey project data will be on the following coordinate system(s) and datum(s):

Horizontal datum (x, y; easting, northing)



SurvTech Solutions, Inc.

10220 U.S. Highway 92 East
Tampa, Florida 33610
Web: www.survtechsolutions.com

Phone: 813-621-4929

Fax: 813-621-7194

Email: Sales@survtechsolutions.com

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- ☒ SPC NAD1983, Georgia East zone state plane coordinates

Vertical datum (z; elevation)

- ☒ NAVD 1988 benchmark (North American Vertical Datum of 1988)

2. Units for the project shall be:

- ☒ U.S. Survey Feet

Topographic Survey (Survey Requested Stormwater and Sanitary Infrastructure)

1. The followings items shall be shown accurately on the survey:
 - a. All existing visible sanitary and stormwater drainage structures, including rim and invert elevations, pipe sizes, and types of all above and below grade structures.
2. **SurvTech is NOT preparing a digital terrain model (DTM) as part of this portion of the scope of services.** Elevations on hard surfaces, such as asphalt, concrete, or brick will be depicted to the nearest 0.01 feet. Elevations on natural surfaces will be depicted to the nearest 0.10 feet.
3. SurvTech will establish a minimum of two (2) benchmarks on site.
4. This proposal does NOT include hydrographic surveying of any onsite water bodies, including but not limited to any retention ponds, natural ponds, lakes, streams, creeks, rivers, or other natural or artificial water ways.

Wetland Lines Located

1. SurvTech will locate all wetland flags and accurately map them on the survey. **Sketch of wetland points and the number series must be supplied to SurvTech by the client.**
2. Wetland points will be tied to the state plane coordinate zone as listed above and the subject property line only if SurvTech has been contracted to perform a boundary survey.
3. Acreage of all Wetland areas, total wetland area, and the total upland area will be listed on the survey.
4. **Location and elevation of highwater marks are NOT included in this proposal.**

Aerial Topographic Survey (Survey approximating the contour of the land)

1. All Topography will be produced per the "ASPRS Positional Accuracy Standards for Digital Geospatial Data".
2. Contour interval will be 1-foot..
3. Contour information will not be displayed in areas heavily vegetated or obscured by vertical obstructions.
4. SurvTech will provide selection of checkpoints and ground control points.



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- SurvTech will delineate major topographic features, such as vegetation (tree) lines and edge of water for ponds and lakes. Planimetric mapping, such as pavement, buildings, fences are NOT included in this proposal, unless specifically listed below.

Survey Deliverables

- The following deliverables are included in this proposal:
 - ☒ Survey drawing at a standard scale on a standard size title block, unless specifically requested otherwise by client.
 - ☒ Final drawings shall be submitted as full-size copies, certified, and sealed, dated, and signed by a Georgia Professional Surveyor and Mapper.
 - ☒ Final survey shall be made available to client in electronic format, AutoCAD (.dwg format), and Adobe PDF format. File will be sent by email unless the client specifically requests a CD of the drawing file.
 - ☒ Digital Terrain Model (DTM) in .XML file format from Aerial Topographic Survey

Additional Non-Typical Items, Exceptions, and Conditions

- Please reference attached aerial imagery for approximate project location and site limits.
- Hydrographic survey data is NOT included in this proposal. Survey limits around water bodies will stop at the water's edge. Surveyor will collect the surface water elevation on the date of survey.
- Surveying of any on site clean outs and or residential utility service lines within the project limits are NOT included in this proposal.
- SurvTech is NOT performing a boundary survey as part of this proposal.
- SurvTech is NOT locating any trees as part of this proposal.

Scope of Services – OPTION B

Standards of Practice:

- All Surveying and Mapping will be performed per "The Georgia Standards of Practice for Surveying and Mapping" and signed and sealed by a Georgia Licensed Surveyor and Mapper.

Geodesy & Datums

- Survey project data will be on the following coordinate system(s) and datum(s):

Horizontal datum (x, y; easting, northing)

- ☒ SPC NAD1983, Georgia East zone state plane coordinates

Vertical datum (z; elevation)



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☒ NAVD 1988 benchmark (North American Vertical Datum of 1988)

2. Units for the project shall be:

☒ U.S. Survey Feet

Topographic Survey (Survey approximating the contour of the land)

1. The followings items shall be shown accurately on the survey:
 - b. Surveyor will accurately locate the relief of the subject property, including all ditches, swales, berms, ridges, and other break lines.
 - c. All buildings and structures, including finish floor elevations of all structures.
 - d. Curbing, sidewalks, drives, pavement, adjacent streets and/or highways, utility poles, overhead lines, fences, transformers, cleanouts, valves, and meters.
 - e. All existing visible utility and drainage features, including rim and invert elevations, pipe sizes, and types of all above and below grade structures.
2. **SurvTech will take enough shots to accurately create a digital terrain model (DTM).** SurvTech will take elevation shots on a 50 foot grid along with locating all break lines. Elevations on hard surfaces, such as asphalt, concrete, or brick will be depicted to the nearest 0.01 feet. Elevations on natural surfaces will be depicted to the nearest 0.10 feet.
3. SurvTech will establish a minimum of two (2) benchmarks on site.
4. This proposal does NOT include a tree survey unless such services are listed hereon.
5. This proposal does NOT include hydrographic surveying of any onsite water bodies, including but not limited to any retention ponds, natural ponds, lakes, streams, creeks, rivers, or other natural or artificial water ways.
6. SurvTech is NOT collecting any topography within any onsite delineated and or apparent and obvious wetlands.

Wetland Lines Located

1. SurvTech will locate all wetland flags and accurately map them on the survey. **Sketch of wetland points and the number series must be supplied to SurvTech by the client.**
2. Wetland points will be tied to the state plane coordinate zone as listed above and the subject property line only if SurvTech has been contracted to perform a boundary survey.
3. Acreage of all Wetland areas, total wetland area, and the total upland area will be listed on the survey.
4. **Location and elevation of highwater marks are NOT included in this proposal.**

Survey Deliverables

1. The following deliverables are included in this proposal:
 - ☒ Survey drawing at a standard scale on a standard size title block, unless specifically requested otherwise by client.



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- ☒ Final drawings shall be submitted as full-size copies, certified, and sealed, dated, and signed by a Georgia Professional Surveyor and Mapper.
- ☒ Final survey shall be made available to client in electronic format, AutoCAD (.dwg format), and Adobe PDF format. File will be sent by email unless the client specifically requests a CD of the drawing file.

Additional Non-Typical Items, Exceptions, and Conditions

1. Please reference attached aerial imagery for approximate project location and site limits.
2. Hydrographic survey data is NOT included in this proposal. Survey limits around water bodies will stop at the water's edge. Surveyor will collect the surface water elevation on the date of survey.
3. Surveying of any on site clean outs and or residential utility service lines within the project limits are NOT included in this proposal.
4. SurvTech is NOT performing a boundary survey as part of this proposal.
5. SurvTech is NOT locating any trees as part of this proposal.

Site Figures:



Figure 1.1 – Regency Mall Area of Interest



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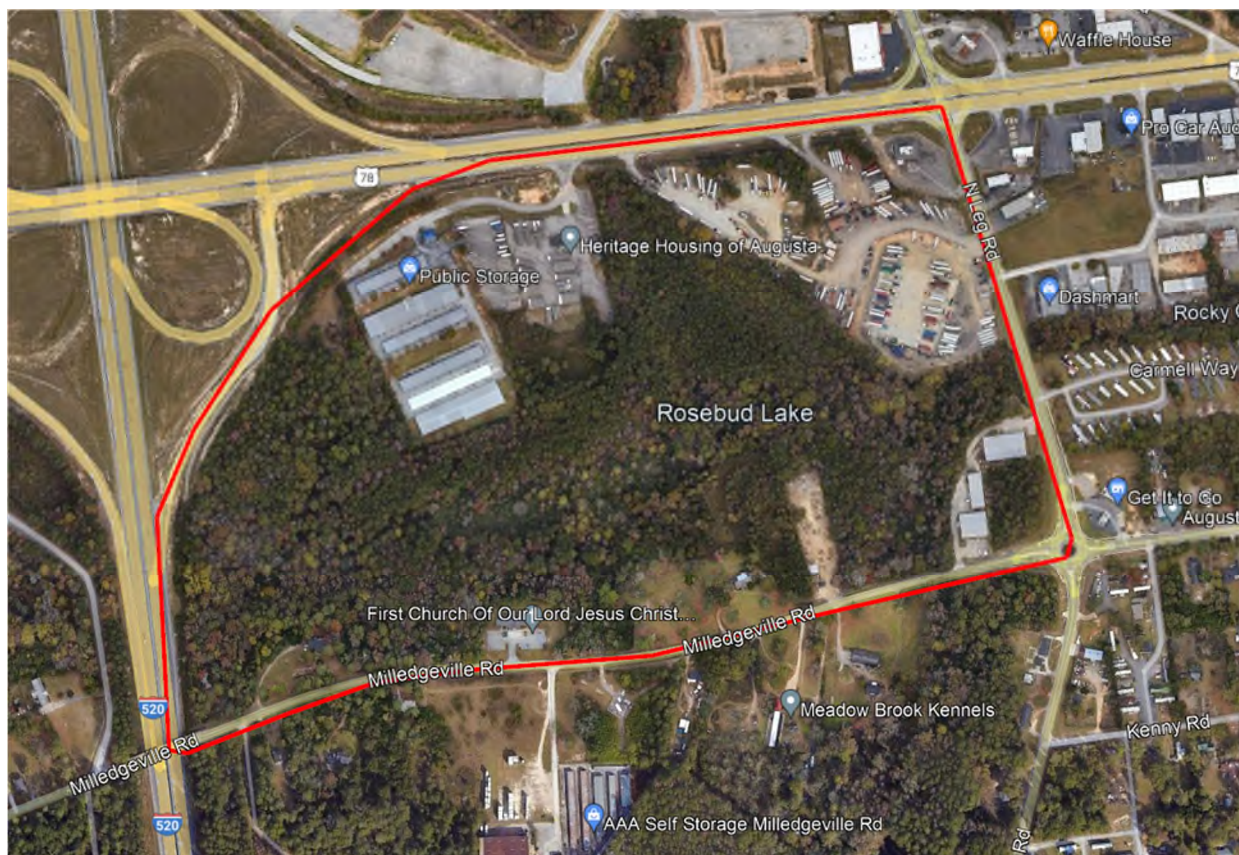


Figure 1.2 – Rosedale Dam Area of Interest



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Item 7.

Exhibit "A" **SurvTech Solutions, Inc. Short Form Agreement** **General Terms of Agreement for Consulting** **(Surveying and Mapping) Services**

1. Client hereby agrees to retain SurvTech Solutions, Inc. to perform professional land surveying services as described herein. This Agreement applies only to the specific project identified herein.
2. General Responsibility: SurvTech Solutions, Inc. agrees that we shall act as an independent contractor and shall perform the services provided for in this Agreement in accordance with the generally accepted standard of care of SurvTech Solutions, Inc.'s profession.
3. SurvTech Solutions, Inc. agrees to perform the services set forth in attached "Proposal of Services" ("services").
4. Payment: Client shall be invoiced upon completion of the project. . Client agrees to pay invoice(s) within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay SurvTech Solutions, Inc.'s cost of collection of all amounts due and unpaid after ninety (90) days, including court costs and reasonable attorney's fees. SurvTech Solutions, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein SurvTech Solutions, Inc. waives any rights to a mechanics' lien, or any provision conditioning SurvTech Solutions, Inc.'s right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice where required, that SurvTech Solutions, Inc. shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of SurvTech Solutions, Inc. from any and all claims which Client may have whether in tort, contract or otherwise and whether known or unknown at the time.
5. Insurance: For any services provided under this Agreement, SurvTech Solutions, Inc. shall procure and maintain in effect insurance coverage in amounts not less than set forth below.
 - a. Workers' Compensation and Employers' Liability: Comply with the laws of the State of Florida.
 - b. General Liability: Comprehensive Liability Insurance for personal and bodily injury, including death and property damage in the amount of **\$1,000,000** combined single limit each occurrence and **\$2,000,000** in aggregate.
 - c. Professional Liability Insurance: SurvTech Solutions, Inc. shall provide Professional Liability Insurance in the amount of **\$2,000,000**.
 - d. Umbrella Liability Insurance: SurvTech Solutions, Inc. shall provide additional Liability Insurance in the amount of **\$6,000,000** for Auto Liability and General Liability.
 - e. Certificates: SurvTech Solutions, Inc. shall provide certificates of insurance upon request evidencing coverage required above. Each certificate shall provide that coverage afforded shall not be canceled nor ordered reduced by the SurvTech Solutions, Inc. except with at least thirty (30) days prior written notice to the Client. Should this occur, SurvTech Solutions, Inc. shall procure and furnish for Client prior to such effective date new certificates conforming to the above coverage requirement. SurvTech Solutions, Inc. shall not have the right to receive any payment under the Agreement until such certificates are received by Client.
6. Indemnification and Hold Harmless: Client agrees to defend, indemnify and save harmless SurvTech Solutions, Inc. from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from client's performance of the proposed work, whether such claims or



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Item 7.

damages are caused in whole or in part by client, and agrees to reimburse SurvTech Solutions, Inc. for expenses in connection with any such claims or suits, including reasonable attorney's fees.

7. Termination: Client may terminate this Agreement with SurvTech Solutions, Inc. upon written notice if SurvTech Solutions, Inc. breaches his obligations under this Agreement or for any other cause. Client shall compensate SurvTech Solutions, Inc. for performance of services through the period of notice.
8. SurvTech Solutions, Inc. and client mutually waive claims for consequential and incidental damages arising out of or relating to this agreement.
9. Attorney Fees: Should suit be filed to enforce or for the breach of the term of this Agreement, the prevailing party shall be entitled to the award of reasonable attorney's fees.
10. Governing Law: This Agreement shall be governed by the Laws of the State of Florida.
11. Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and are binding on SurvTech Solutions, Inc. and Client.



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Item 7.

CLIENT AND SURVTECH SOLUTIONS, INC. PROFESSIONAL SERVICES AGREEMENT - (SHORT FORM)

This agreement is made and entered into and made effective Wednesday, March 13, 2024 , by and between:

SurvTech Solutions, Inc.

Name: Matthew Brooks
Address: 10220 U.S. Highway 92 East
Address cont: Tampa, Florida 33610
Phone: 813-621-4929
Fax: 813-621-7194
Project No.: **N/A**

Client: Johnson, Laschober & Associates, P.C.

Name: Trevor Wimberly
Address: 1296 Broad St
Address cont:
Address cont: Augusta, GA 30901
Phone: +17067245756
Email: twimberly@thejlagroup.com
Estimate No.: **240409**

The property upon which the services hereinafter described are to be performed is located at **Rocky Creek, Augusta, GA, 30909**; Property Appraiser Parcel No.: **N/A** ("the property")

Services: Surveying and mapping services as described in "Scope of Services" as attached herein.

Fee & Time frame: Payment for the hereinabove described services will be **contingent upon option selected on page two (2) of this proposal**. Estimated time frame is **contingent upon option selected on page two (2) of this proposal**. All government fees or miscellaneous expenses will be incurred by the Client. SurvTech will notify the client of any such fees or expenses prior to the expenses being incurred.

12. By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property. Client represents that Client has obtained permission from said owner for Consultant to proceed.

IN WITNESS THEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the date first above written.

CONSULTANT: **SurvTech Solutions, Inc.**

CLIENT: **Johnson, Laschober & Associates, P.C.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**AUGUSTA-RICHMOND COUNTY
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

Item 7.

Augusta Richmond County Project Number(s):	324-04-1110-52.12115
Supplemental Agreement Number:	1
Purchase Order Number:	23LFL222

WHEREAS, We, **Johnson, Laschober & Associates** entered into a contract with Augusta-Richmond County on June 13, 2019, for Services for **Streambank Stabilization Design, Permitting and Construction Engineering Services for Rocky Creek Improvements**, File Reference No. 23-014 (A), and

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:

***Streambank Stabilization Design, Permitting and Construction Engineering
Services for Rocky Creek Improvements***

It is agreed that as a result of the above described modification the contract amount is increased by **\$163,047.00** from **\$163,665.00** to a new total of **\$326,712.00.**

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, **Johnson, Laschober & Associates** hereby agree to said Supplemental Agreement consisting of the above-mentioned items and prices, 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.

This _____ day of _____, 2024.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Johnson, Laschober & Associates

Mayor Garnett L. Johnson

Approved: Date _____

ATTEST:

Title: _____

Approved: Date _____

[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____



Commission Meeting

June 4, 2024

Barton Chapel @ SR10/US 78 (Gordon Hwy) Intersection Improvements

PI # 0012868

Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/
Quality Control, and Geotechnical Services-RFP 19-179

File Reference: 24-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve 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 \$271,200.00 for Barton Chapel @SR10/US78 (Gordon Hwy) Intersection Improvements Project. MC2 assigned to Barton Chapel Improvements construction. AE/RFP 19-179 (Approved by Engineering Services Committee May 28, 2024)
Background:	The Project is one of three traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. Project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of this project is gaining operation efficiency by widening of the intersections to allow for left turn lane. Project construction phase is under contract and Augusta Engineering (AE) is about to commence construction.
Analysis:	On February 6, 2024 Augusta Commission awarded Barton Chapel Road Intersection Improvements contract to Reeves Construction. Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation Services are integral parts of construction activities to ensure improvements quality control and quality assurance (QA/QC), and construction per design. QA/QC is essential to ensure Federal FHWA funds utilization requirements compliance. MC2 is GDOT prequalified for requested services and is under contract for such services (CMT_Geotech Services) under RFP 19-179, that Augusta Commission awarded in August 2019.
Financial Impact:	Funds are available in Engineering SPLOST8-Traffic Safety Improvements Funds.

Alternatives:	1. Do not approve and find alternative way to provide required CMT_Geotech, Construction & QA/QC Services and meet GDOT/FWHA requirements.
Recommendation:	Approve 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 \$271,200.00 for Barton Chapel @SR10/US78 (Gordon Hwy) Intersection Improvements Project. MC2 assigned to Barton Chapel Improvements construction. AE/RFP 19-179.
Funds are available in the following accounts:	(\$271,200) 330-041110-54.14110/222830909-54.14110 – SPLOST 8-Traffic Safety Improvements Funds
<u>REVIEWED AND APPROVED BY:</u>	HM/LA



April 16, 2024

Ms. June Hamal
Augusta Engineering and Environmental Services Department
452 Walker Street, Suite 110,
Augusta, GA 30901

Subject: Proposal for Construction Materials Testing & Special Inspection Services
Barton Chapel Road
Richmond County, Georgia
MC² Proposal No. A032407.060_C

Dear Ms. Hamal,

MC Squared, LLC. (MC²) is pleased to present this proposal for Construction Materials Testing & Special Inspection Services associated with the Barton Chapel Road Project in Richmond County, Georgia. This proposal outlines the services you requested and our budgetary estimate, per the information provided via e-mail dated March 2024. **The project's finalized construction schedule and completed specifications were not provided to MC² during this proposal preparation. Therefore, this estimate is based on MC²'s experience with similar projects. In addition, per the provided information, we assumed the total duration of MC² services during the construction would be 385 days. MC² can revise this estimate once the project construction schedule is available.**

PROJECT AND SITE INFORMATION

Our understanding of the project is based on reviewing the provided plans and information. The proposed project will consist of 0.208 miles of length of Barton Chapel Road with a small segment of Gordan Highway at the intersection. The following are the anticipated scopes of services.

PROPOSED SERVICES

Construction Management

- Review project drawings, specifications, and contract scope of work.
- Review contracts, schedules, and quality control/quality assurance plans.
- Manage pre-construction and progress meetings: Present agenda, scope, schedule, and conditions applicable to the project.
- Review submittals, RFI's, and communicate with project Stakeholders (Design/Owner/Contractor) regarding approvals, feedback, and change orders promptly.
- Weekly meetings/conferences with the project stakeholders.
- Keep logs of open and corrected Items for follow-up with the contractor on a resolution to changes and/or corrective measures.

- Engage the owner for items that require a change in design and/or contract provisions.
- Review change orders and manage the approval process.
- Review monthly pay applications and resolve issues with the contractor before payment approval.
- Assist in project closeout by reviewing punch list items with contractors and finalizing documentation before project closeout and release of retainage.

Construction Materials Testing Services

- Monitor and document the progress of work daily and schedule construction inspections as required by the project specifications.
- Subgrade evaluation of existing materials: proof-roll and/or bearing capacity evaluation.
- Geotechnical Engineer to provide evaluation and recommendations.
- Monitoring of over-excavation and quantification.
- Backfill monitoring and testing of structural fill.
- Backfill monitoring and testing of pipe backfill on storm drain lines, water lines, and site walls.
- Subgrade inspections of finished grades for pavements and sidewalks on both sides of the roadways.
- Concrete testing on the sidewalk on both sides of the roadways, curbs/gutters, and structures.
- GAB compaction testing and proof-roll testing.
- Asphalt testing.
- Laboratory testing
 - Soil Proctor tests.
 - GAB Proctor tests.

FEE ESTIMATE

MC² will provide the above scope of services for an estimated fee of **\$271,200.00** on a time and materials basis.

Additional work required beyond the scope of services included in this proposal (e.g., additional analyses/testing or other factors beyond MC² control) will be invoiced on a time and expense basis and an estimate for efforts will be provided upon request. However, additional work will not be performed without your prior written authorization. Estimates for additional work will be provided upon request.

AUTHORIZATION

To authorize us to perform these services, we ask that you indicate acceptance of this proposal by your signature in the space provided. Our work will be performed by the attached Standard Agreement Provisions, which should be considered an integral part of this proposal.

MC² appreciates being considered for this project and looks forward to working with you. Please do not hesitate to call us if you have any questions.

Sincerely,
MC Squared, LLC.



Shaban Abousaud
Project Manager



Prashanth Vaddu, PE
Regional VP

Budgetary Fee Estimate: \$271,200.00 (Attachment A)

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention

Attachments:

- 1- Schedule of Services and Fees
- 2- Standard Agreement Provisions



Construction Materials Testing and Special Inspections
Barton Chapel Road
Augusta, GA
MC² Proposal No. A032407.060_C

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)
ITEM 1 - Construction Materials Testing Services: - Attendance of weekly site meetings - Subgrade evaluations - Soil backfill monitoring - Soil backfill compaction testing - Bearing capacity evaluation - GAB testing - Nuclear gauge density testing - Asphalt temperature determination	4 hrs/day x 385 days x \$63/hr	\$ 97,020.00
ITEM 2 - Staff Engineer & Professional Engineers: - Field Staff engineer for documentation of construction activities - Project Manager (Monthly Meetings 9 hrs, weekly report review)	4 hrs/day x 385 days x \$86/hr 2hrs/week x 55 weeks x \$120/hr	\$ 159,680.00
ITEM 3 - Laboratory Testing for Soil / Asphalt - Soil standard and modified proctors - Gradations - Atterberg limits - Asphalt Specific Gravity testing	LUMP SUM	\$ 2,500.00
ITEM 4 - Laboratory Testing for Concrete Cylinders - Concrete cylinder pick-up and transportation to lab - Compressive strength testing	LUMP SUM	\$ 12,000.00
	Estimate Maximum Fee:	\$ 271,200.00

Notes:

- 1-Hourly rate includes direct expense costs (such as a vehicle, phone, per diem, lodging, etc). There will be no separate pay item for these and other incidental items.
 2-Assigned work will be performed per the issued Task Order. Each Task Order will be contracted based on the specific scope of services for a respective project
 3-Assigned Inspector must possess required GSWCC and other Certifications to perform required
 4-Assigned staff shall include GA Licensed Professional Engineer

STANDARD AGREEMENT PROVISIONS

SECTION 1 - PERIOD OF PERFORMANCE

1.1 The CONSULTANT will begin work within ten (10) days after receipt of a fully executed copy of this Agreement; such receipt shall constitute written notice to proceed.

1.2 If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, the CONSULTANT shall be entitled to negotiate the terms of this Agreement.

1.3 The CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of the CONSULTANT (such consent to be signified by the CONSULTANTS initials next to each modification, and if a fully executed copy hereof is not received from the CLIENT by the CONSULTANT on or before sixty (60) calendar days from the date of execution by the CONSULTANT.

1.4 CONSULTANT shall not be considered in default in performance of its obligation hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.

SECTION 2 - METHOD OF PAYMENT AND INVOICING

2.1 Invoices will be submitted by the CONSULTANT to the CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANTS standard invoice format shall apply and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Materials contract, invoices shall be submitted in accordance with our current professional service fee schedule.

2.2 In the event of any dispute concerning the accuracy of content of any invoice, the CLIENT shall within fifteen (15) days from the date of said invoice, notify CONSULTANTS in writing stating the exact nature and amount of the dispute. Any invoice which is not questioned within fifteen (15) shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within fifteen (15) days, the CLIENT shall be obligated to pay the undisputed portion of the invoice as set forth in Section 2.1.

2.3 If the client fails to make any payment due the CONSULTANT for services and expenses within sixty (60) days from the date of invoice, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, apply the retained to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work which will be negotiated when work is resumed.

2.4 In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days following the invoice date, the CONSULTANT may, following seven (7) days prior written notice to the CLIENT, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expenses shall include, but shall not be limited to, the cost, determined at the CONSULTANT'S normal hourly billing rates, of the time devoted to such proceeding by its employees, and CLIENT agrees to pay same. In the event of litigation, the parties agree that the law of Georgia shall prevail and that venue shall be in Cobb County.

SECTION 3 - REIMBURSABLE EXPENSES

3.1 CONSULTANT shall be reimbursed for out-of-pocket expenses directly chargeable to the project, at actual cost incurred, plus a 10% carrying charge. Typical reimbursable expenses include travel, lodging, meals when traveling on the CLIENT's behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

SECTION 4 - ADDITIONAL SERVICES

4.1 The undertaking by the CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon request of the CLIENT, the CONSULTANT agrees to perform additional services hereunder, the CLIENT shall be obligated to pay the CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT's then current professional fee schedule, plus reimbursable expenses to incurred by the CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

4.2 Additional services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the CONSULTANT, or a change in the scope or concept of the project initiated by the CLIENT, or services that are required by changes in the requirements of public agencies, after work under this Agreement has commenced.

SECTION 5 - RE-USE OF DOCUMENTS

5.1 All original documents including, but not limited to, drawings, sketches, specifications, instructions, maps, as-built drawings, reports, test reports, etc., that result from the CONSULTANT's services pursuant to or under this Agreement remain the sole property of the CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

5.2 The CLIENT may, at his expense, obtain a set of reproducible copies of any maps and/or drawings prepared for him by the CONSULTANT, in consideration of which the CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of the CONSULTANT. Any re-use without written verification of adaptation by the CONSULTANT mandates that the CLIENT indemnify and hold the CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting therefrom.

5.3 Photographs of any completed project embodying the services of the CONSULTANT provided hereunder may be made by the CONSULTANT and shall be considered as its property, and may be used for publication.

SECTION 6 - TERMINATION

6.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For the purposes of this Agreement, the failure to pay any invoice submitted by CONSULTANT within sixty (60) days of the date of said invoice, shall be considered a substantial failure on behalf of the CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

SECTION 7 - CLIENT'S OBLIGATIONS

7.1 The CLIENT shall provide CONSULTANT with all data, studies, surveys, plats, and all other pertinent information concerning the project.

7.2 The CLIENT shall designate a person to act with authority on CLIENT's behalf with respect to all aspects of the project.

7.3 The CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project.

7.4 The CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

SECTION 8 - PERSONS BOUND BY AGREEMENT

8.1 The persons bound by this Agreement are the CONSULTANT and the CLIENT and their respective partners, successors, heirs, executors, administrators, assigns, and other legal representatives.

8.2 This Agreement and any interest associated with this Agreement may not be assigned, sublet, or transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates, and subcontractors as CONSULTANT may deem appropriate to assist in the performance of the services hereunder.

8.3 Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

SECTION 9 - LIABILITY

9.1 The CONSULTANT is protected by Workman's Compensation Insurance, Professional Liability Insurance, and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The CONSULTANT agrees to hold the CLIENT harmless from loss, damage, injury or liability arising directly from the negligent acts or omission of the CONSULTANT, its employees, agency, subcontractors and their employees or agents, but only to the extent that the same is actually covered and paid for under the foregoing policies of insurance. If the CLIENT requires increased insurance coverage, the CONSULTANT will, if specifically directed by the CLIENT, secure additional insurance, if obtained at the CLIENT's expense.

SECTION 10 - LIMITATION OF LIABILITY

10.1 CLIENT agrees that CONSULTANT's aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT's services under this agreement or because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise is and shall be limited to CONSULTANT's total fees under this Agreement, or Fifty Thousand Dollars (\$50,000.00) whichever is greater. In no event shall CONSULTANT be liable for any indirect, special, or consequential loss or damage arising out of services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of the CONSULTANT or otherwise.

10.2 **EXCLUSION of Liability for Matters Relating to Pollution:** CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT on the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing of pollutants, whether caused by the negligence of CONSULTANT.

SECTION 11 - EXPENSE OF LITIGATION

11.1 In the event litigation in any way related to the services performed hereunder is initiated against the CONSULTANT by the CLIENT, its contractor, or subcontractors, and such litigation concludes with the entry of a final judgement favorable to the CONSULTANT, the CLIENT shall reimburse the CONSULTANT for all of its reasonable attorney's fees and other expenses related to said litigation. Such expenses shall include, but not be limited to, the cost, determined at the CONSULTANT's normal hourly billing rates, of the time devoted to the defense of such litigation by the CONSULTANT's employees, including reasonable attorney's fees at both the trial and appellate levels.

SECTION 12 - PROFESSIONAL STANDARDS

12.1 All work performed by CONSULTANT will be in accordance with industry standards and in accordance with all applicable governmental regulations. However, CONSULTANT does not warrant or represent that any governmental approval will be obtained, only that CONSULTANT will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement.

12.2 Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning, and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by the CLIENT, is in accordance with all applicable governmental regulations.

SECTION 13 - OPINIONS OF COST

13.1 Since the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgement as an experienced and qualified CONSULTANT, familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not vary from opinions of probable cost. If, at any time, the CONSULTANT wishes greater assurances as to the amount of any cost, the CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the CLIENT will be paid for as additional services hereunder by the CLIENT.

SECTION 14 - GENERAL

14.1 This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Georgia.

14.2 No waiver by CONSULTANT of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

14.3 This Agreement, including all requests for additional services placed hereunder, expresses the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.



Commission Meeting

June 4, 2024

Transportation Improvement Program Projects Professional Services

Enhance the Operational Efficiency of Various Intersections

Project Numbers: PI 0012867

RFQ 17-127

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve Supplemental funding (SA#4) for continuity of Engineering Phase of Design Engineering Consultant Agreement to Hussey Gay Bell and DeYoung (HGB) in the amount of \$19,350.00 for Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Project.AE/RFQ 17-127 (Approved by Engineering Services Committee May 28, 2024)
Background:	The Project is traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. Project funding is federal funded cost sharing project. The purpose of this project is gaining operation efficiency by widening of the intersections to allow for left turn lane & other improvements. The project consists of Barton Chapel Road @ Gordon Hwy, Robert C Daniel @ Wheeler, and Wheeler Road I-20 to Augusta West Parkway Corridor. Barton Chapel and R C Daniel improvements are ready for construction, however, Wheeler road let date has been shifted to May 2024 due to duration of right of way (ROW) acquisition. It resulted in additional services to be provided by the HGB for continuous support to align with the project's duration till letting.
Analysis:	Completion of ROW acquisition by TIP approved date was critical to certify ROW phase and getting project in construction as scheduled and keeping allocated federal funds. Requested supplementing funds covers cost of additional service needed during extended ROW acquisition date. Continuity of HGB services for the project's duration is critical to meet project let schedule as communicated to GDOT and FHWA and stay in compliance with applicable federal requirements.
Financial Impact:	Funds in the amount of \$19,350.00 are available in Engineering SPLOST 8 - Traffic Safety Improvements.
Alternatives:	Do not approve and identify local funds to complete the project.

Recommendation: Approve Supplemental funding (SA#4) for continuity of Engineering Phase of Design Engineering Consultant Agreement to Hussey Gay Bell and DeYoung (HGB) in the amount of \$19,350.00 for Augusta Engineering Transportation Improvement Program (TIP) Operational Efficiency of Various Intersections Project.AE/RFQ 17-127

Funds are available in the following accounts: (\$19,350) 330-041110-52.12115 / 222830904-52.12115 - SPLOST 8 - Traffic Safety Improvements

REVIEWED AND HM/LA
APPROVED BY:

HUSSEY GAY BELL*Established 1958*

August 15, 2023 (revised 5/1/2024)

Mrs. Tevia Brown
 Project Engineer
 Augusta Engineering Department
 452 Walker Street, Suite 110
 Augusta, Georgia 30901

VIA E-mail

RE: Additional Services Fee Request
 17-014 Augusta Intersections (PI 0012867)

Mrs. Brown:

This letter is a request for additional fees associated with the Augusta Intersections projects. PI 0012867's Project Let Date has been shifted from May 2023 to May 2024 due to the duration of the right-of-way (ROW) acquisition. The anticipated completion date of ROW Acquisition is February 2024.

HGB scoped project management services to extend to May 2023, the initial Let Date. With the additional ROW Acquisition scope's duration associated with the May 2024 Let Date, the project management scope needs to be extended to coincide with the project's duration.

Below is a summary of the additional fees requested for PI 0012867. See attached document for a breakdown of the below fees.

Scope	Fee
Additional Project Management Duration	\$19,350.00
TOTAL ADDITIONAL FEE:	\$19,350.00

You can contact me with any questions or concerns at cparker@husseygaybell.com or at 770-923-1600.

Sincerely,



Clint V. Parker, PE, PMP
 Project Manager
 Hussey Gay Bell

Cc: Dr. Hameed Malik, Phd, P.E., Augusta Engineering Department
 John Ussery, P.E., Augusta Engineering Department
 C.J. Chance, P.E., Augusta Engineering Department

Augusta Engineering Department

COST PROPOSAL

Proj. No.:

PI No.: 0012867

Prime: Hussey Gay Bell & DeYoung

Date: 1-May-2024

v Select Firm from Pulldown, Uses List on Project Tab

Project: Wheeler Road Corridor Improvements

County: Richmond

Contract Type: Lump Sum

Fixed Fee %:

Master Contract: 17-014

Contract Expiration: N/A

Task Order No: N/A

Item 9.

Discipline: **Hussey Gay Bell & DeYoung**
Project Management

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Phase	Description	Assumptions / Notes	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @	FCCM @	
		TOTALS ==>	90	\$ 19,350.00	\$ -	\$ -	\$ 19,350.00	\$ 19,350.00	\$ -	\$ -	
1	Concept Development		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Database Preparation		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Environmental Document		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	Preliminary Plans		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5	Right of Way Plans		50	\$ 10,750.00	\$ -	\$ -	\$ 10,750.00	\$ 10,750.00	\$ -	\$ -	
6	Final Plans		40	\$ 8,600.00	\$ -	\$ -	\$ 8,600.00	\$ 8,600.00	\$ -	\$ -	
7	Construction Services		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Special Studies		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Public Involvement		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Augusta Engineering Department

COST PROPOSAL

Proj. No.:

PI No.: 0012867

Prime: Hussey Gay Bell & DeYoung

Date: 1-May-2024

v Select Firm from Pulldown, Uses List on Project Tab

Project: Wheeler Road Corridor Improvements

County: Richmond

Contract Type: Lump Sum

Fixed Fee %:

Master Contract: 17-014

Contract Expiration: N/A

Task Order No: N/A

Discipline: Hussey Gay Bell & DeYoung

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

Phase Level Summary - Labor

v Enter Employees Current Direct Labor Hourly Rate EXCLUDING ESCALATION

<<CLICK BUTTON TO LEFT SHOW OR HIDE PHASE SUMMARY

Staff Type / Project Hourly Rates / Hours

Phase	Description	Total	Project Manager - Sr.	Administrative							
	TOTALS ==>	90	90	-	-	-	-	-	-	-	-
1	Concept Development	-	-	-	-	-	-	-	-	-	-
2	Database Preparation	-	-	-	-	-	-	-	-	-	-
3	Environmental Document	-	-	-	-	-	-	-	-	-	-
4	Preliminary Plans	-	-	-	-	-	-	-	-	-	-
5	Right of Way Plans	50	50	-	-	-	-	-	-	-	-
6	Final Plans	40	40	-	-	-	-	-	-	-	-
7	Construction Services	-	-	-	-	-	-	-	-	-	-
8	Special Studies	-	-	-	-	-	-	-	-	-	-
9	Public Involvement	-	-	-	-	-	-	-	-	-	-

Phase Level Summary - Other Direct Costs

Other Direct Costs

Phase	Description	Total Other Direct Costs	Express/Mail /Courier	Lodging	Meals	Mileage	Parking	Reproduction /Printing	Car Rental	
	TOTALS ==>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	Concept Development	\$ -								
2	Database Preparation	\$ -								
3	Environmental Document	\$ -								
4	Preliminary Plans	\$ -								
5	Right of Way Plans	\$ -								
6	Final Plans	\$ -								
7	Construction Services	\$ -								
8	Special Studies	\$ -								
9	Public Involvement	\$ -								

Augusta Engineering Department

COST PROPOSAL

Proj. No.:

PI No.: 0012867

Prime: **Hussey Gay Bell & DeYoung**

Date: 1-May-2024

v Select Firm from Pulldown, Uses List on Project Tab

Project: **Wheeler Road Corridor Improvements**

County: **Richmond**

Contract Type: **Lump Sum**

Fixed Fee %:

Master Contract: **17-014**

Contract Expiration: **N/A**

Task Order No: **N/A**

Item 9.

Hussey Gay Bell & DeYoung

Discipline: **Project Management**

Hours & Cost Estimate

It is the Consultant's responsibility to ensure all hours and costs are accounted for in the TOTALS

			Total Hours	Project Manager - Sr.	Administrative	-	-	-	-	-	-
5	Right of Way Plans	Assumptions / Notes	50	50	-	-	-	-	-	-	-
	Project Management - Coordination Meetings	2 hours per meeting (5 meetings over 10 months)	10	10							
	Project Management - Schedule Management/Updates	1 hour per month over 10 months	10	10							
	Project Administration (Contracting, Invoicing, etc.)	CHB invoicing/parcel tracking (1 hr/mo over 10 mos)	10	10							
	Review Acquisition RFI's and make plan updates	2 RFI/Updates per month	20	20							
			-								
			-								
			-								
			Total Hours	Project Manager - Sr.	Administrative	-	-	-	-	-	-
6	Final Plans	Assumptions / Notes	40	40	-	-	-	-	-	-	-
	Project Management - Coordination Meetings	2 hours per meeting over 10 mos (10 mtgs)	20	20							
	Project Management - Schedule Management/Updates	10 additional months	10	10							
	Project Administration (Contracting, Invoicing, etc.)	10 additional months	10	10							

**AUGUSTA, GEORGIA
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

Item 9.

Augusta Richmond County Project Number(s):	330-041110- 222830909
Supplemental Agreement Number:	4
Purchase Order Number:	P350536; PI#0012867

WHEREAS, We, **Hussey Gay Bell & DeYoung**, entered into a contract with Augusta, Georgia on 10/17/2017, for Engineering Design Services for the **Enhanced Operational Efficiency of Various Intersections Project**, and

WHEREAS, certain revisions to the design requested by Augusta, Georgia are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

Engineering additional services and ROW-- to extend PE phase

It is agreed that as a result of the above described modification the contract amount is increased by **\$19,350.00** from **\$1,656,976.46** to a new total of **\$1,676,326.46.**

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, **Hussey Gay Bell & DeYoung**, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, 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.

This _____ day of _____, 2024.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA, GEORGIA

HUSSEY GAY BELL & DEYOUNG

Honorable Garnett Johnson, Mayor

Approved: Date _____

Approved: Date _____

[ATTACHED CORPORATE SEAL]

ATTEST:

ATTEST:

Title: _____

Title: _____



Commission Meeting

June 4, 2024

Cooperative Service Agreement between Augusta, Georgia and
United States Dept. of Agriculture Animal and Plant Health Inspection
Services (APHIS) Wildlife Services (WS)

File Reference: 24 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve Augusta Engineering entering into Revised Cooperative Services and Funding Agreement (Agreement) with United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wild Life Services (WS) for assisting Augusta Engineering Managing Beavers within Augusta, Georgia Service Area. Also approve the Agreement annual mutual continuation. /AE (Approved by Engineering Services Committee May 28, 2024)
Background:	Beaver and their associated damages have been reported to cause an estimated damage of \$200 million in the southern United States on an annual basis. Although accurate estimates are difficult to obtain in Georgia, the losses can probably be measured in the millions. Much of this damage is associated with impacting stream flow with building of dams and plugging culverts or creeks that prevent natural flow of water, damage to trees, creek bank destabilization and flooding. Augusta is experiencing Beavers created similar issues. USDA WLS has needed resources and technical know-how & skills managing Beavers, partnering with USDA WLS is a cost effective approach. Also, USDA WLS is a federal entity and cost is a pass through direct cost for rendered services. On June 6, 2023 Augusta Commission authorized Augusta Engineering (AE) & United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wildlife Services (USDA WLS) Agreement for assisting AE in reducing Beaver damage and related flooding issues.
Analysis:	Under the 2023 agreement, Beavers management initial efforts revealed that at least for initial few years assigning the equivalent of one full time person needed for establishing an effective and successful Beaver Management program. To accomplish this, USDA has to revise its 2023 agreement with Augusta, Georgia, and accordingly will allocate additional resources. The management plan involves the reduction of site-specific beaver population in

Augusta area, using a variety of control techniques, to a point where associated problems reach acceptable limits.

Financial Impact: \$80,000 per year. Funds available in Stormwater Utility Funds

Alternatives: 1). Do not approve and abundant the area beaver management efforts.

Recommendation: Approve Augusta Engineering entering into Revised Cooperative Services and Funding Agreement (Agreement) with United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wild Life Services (WS) for assisting Augusta Engineering Managing Beavers within Augusta, Georgia Service Area. Also approve the Agreement annual mutual continuation. /AE

Funds are available in the following accounts: (\$80,000/yr) 581044320-52.11120 - Stormwater Utility Funds

REVIEWED AND HM/LA
APPROVED BY:

COOPERATIVE SERVICE AGREEMENT
between
City of Augusta
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to cooperate in the implementation of a beaver management plan to control and reduce damage created by beaver activity at sites identified by the City of Augusta in Richmond County, Georgia. In addition to the beaver management program, other wildlife problems that may exist can be addressed to help resolve conflicts.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following: Charlie Gay as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

City of Augusta
Charlie Gay
2316 Tobacco Rd.
Augusta, GA 30815
706-799-3124
CGay@augustaga.gov

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Odin Stephens,
Georgia State Director
USDA, APHIS, WS
200 Phoenix Road
Athens, Georgia 30605
706-546-5637
odin.l.stephens@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on July 1, 2024 and shall continue through August 31, 2025. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 58-2204274

APHIS-WS's Tax ID: 41-0696271

City of Augusta

BY: _____ Date _____
Charlie Gay
City of Augusta
2316 Tobacco Rd.
Augusta, GA 30815

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: _____ Date _____
Mr. Odin Stephens, Georgia State Director
USDA, APHIS, WS
200 Phoenix Road
Athens, Georgia 30605

BY: _____ Date _____
Mr. Keith Wehner
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for APHIS WS is the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 8353). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are euthanized or that the populations of the offending species be reduced.

Purpose / Basis for Program

Beaver and their associated damage have been reported to cause an estimated damage of \$200 million in the southern United States on an annual basis. Although accurate estimates are difficult to obtain in Georgia, the losses can probably be measured in the millions. Much of this damage is associated with impacting stream flow with the building of dams and plugging culverts that prevent the natural flow of water. Flood induced damage by these beaver dams is responsible for killing valuable standing timber, flooding roads and property, and weakening the road base of many of our roadways in Georgia.

The objective of this plan is to implement a beaver management program across property owned and administrated by the City of Augusta to reduce beaver damage and associated repair/maintenance costs to the city. WS will work to alleviate flooding of many residential lots, common properties, and will clear dams from stormwater resources held by Augusta in the attempt to accomplish long term economic savings for the city. Properties adjoining city property will also benefit from this work and permission to access other properties to accomplish our goal may be requested.

Planned WS Activities

Wildlife Services plans to continue the management of beavers and associated across Richmond county to decrease the frequency of beaver related flooding on city and adjoining properties. The management plan for the next year will include the continued removal of beavers as they are and will continually try and repopulate the area. A variety of control techniques may be used including trapping, shooting and dam removal through the use of hand tools and explosives. These techniques have been proven to be legal, safe, selective, and pose no secondary toxicity hazards to humans or other animals. WS will continue to evaluate areas managed to increase water flow and adjust strategies accordingly. Long-term control will require an ongoing, though less intense, program of monitoring, population management, dam removal, and cooperation from adjoining landowners.

Reports

Briefing meetings will be held as needed or as requested by either party. If requested, a brief, final report will be prepared at the conclusion of the project.

Effective Dates

The Agreement shall become effective July 1, 2024 and shall expire on August 31, 2025.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$48,630.29
Travel		\$0.00
Vehicles		\$12,000.00
Other Services		\$0.00
Supplies and Materials		\$1,287.50
Equipment		\$1,000.00
Subtotal (Direct Charges)		\$62,917.79
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$ 6,920.97
Indirect Costs	16.15%	\$10,161.24
Aviation Flat Rate Collection		
Agreement Total		\$80,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$80,000.00		

Financial Point of Contact

COOPERATOR:

Charlie Gay
City of Augusta

706-799-3124

CGay@augustaga.gov

USDA APHIS WS:

Vera Ozmore
Budget Analyst

USDA APHIS WS

706-546-5637

Vera.Ozmore@usda.gov



Takiyah A. Douse
Interim Administrator

June 6, 2023

Hameed Malik, Director
Engineering and Environmental Services
452 Walker Street
Augusta, GA 30901

Dear Dr. Malik,

At their meeting held on Tuesday, June 6, 2023, the Augusta, Georgia Commission, took action on the following items:

24. Approved motion to Adopt Resolution for Transportation Infrastructure Improvements Act (TIA) of 2010 Project Agreement (IGA) relative to the TIA2 funded Projects. Requested by Engineering.
25. Approved entering into an agreement with (CSXT) CSX TRANSPORTATION, INC. Company stating that Augusta, GA will pay for the Construction Engineering, Inspection, and Flagging protection services, for the 13th Street Improvements Project in accordance with the estimate \$49,509.00. Also, approve the Construction Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor. Requested by Engineering
26. Received update on Waste Management Waste Hauler Contract- Amendment2 Two-year Extension Terms Negotiation. Approved Engineering & Environmental Services Director Recommended Path Forward (Attached Exhibit A; listed at Memo 2/2 page).
27. Approved Task Order Three funding for Forrest Hills Drainage Basin Drainage Improvements Engineering Services Agreement to Alfred Benesch & Company (Benesch) in the amount of \$37,460.00 as requested by the Engineering. RFQ 19-148
28. Approved supplemental funding (SA3) for Design Phase of the Design Consultant Services Agreement to CHA (formerly Wolverton & Associates, Inc.) in the amount of \$25,000.00 for the Wrightsboro Road Improvements Project as requested by the Engineering. RFQ 19-238
29. Received as information an update regarding Ellis Street Property Assessment & Supplemental Drainage Study which included findings on observed conditions of each structure and a discussion of the defects and likely causes of the observed conditions.
30. Approved Augusta Engineering entering into Cooperative Services and Funding Agreement (Agreement) with United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wild Life Services (WS) for assisting Augusta Engineering Reducing Beaver Damage and related Flooding Issues. Requested by Augusta Engineering

If you have any questions, please contact me.

In Service,

Takiyah A. Douse
Interim Administrator



Commission Meeting

June 4, 2024

R C Daniel @ CR601/Wheeler Road Intersection Improvements

PI # 0012866

Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/
Quality Control, and Geotechnical Services-RFP 19-179

File Reference: 24-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve 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 \$386,836.00 for Robert C Daniel @CR601/Wheeler Road Intersection Improvements Project (PI0012866). ATLAS assigned to Robert C Daniel Improvements construction. AE/RFP 19-179 (Approved by Engineering Services Committee May 28, 2024)
Background:	The Project is one of three traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. Project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of this project is to gain operational efficiency by widening the intersections to allow for a left turn lane. Project construction phase is under contract and Augusta Engineering (AE) is about to commence construction.
Analysis:	On February 6, 2024 Augusta Commission awarded Robert C Daniel Road Intersection Improvements contract to E.R. Snell Contractor, Inc. Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation Services are integral parts of construction activities to ensure improvements quality control and quality assurance (QA/QC), and construction per design. QA/QC is essential to ensure Federal FHWA funds utilization requirements compliance. ATLAS is GDOT prequalified for requested services and is under contract for such services (CMT_Geotech Services) under RFP 19-179, that Augusta Commission awarded in August 2019.
Financial Impact:	Funds are available in amount of \$386,836 in Engineering SPLOST8-Traffic Safety Improvements Funds (\$250,500) & Traffic Operation Funds (\$136,336).

- Alternatives:** 1. Do not approve and find alternative way to provide required CMT_Geotech, Construction & QA/QC Services and meet GDOT/FWHA requirements.
- Recommendation:** Approve 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 \$386,836.00 for Robert C Daniel @CR601/Wheeler Road Intersection Improvements Project (PI0012866). ATLAS assigned to Robert C Daniel Improvements construction. AE/RFP 19-179.
- Funds are available in the following accounts:** (\$386,836) SPLOST8-Traffic Safety Improvements Funds & Traffic Operation Improvements Funds

\$250,500 – 330041110-54.14110 / 222830909-54.14110; \$136,336 – 330041110-54.14110 / 222830904-

54.14110

**REVIEWED AND
APPROVED BY:**

HM/SR



April 24, 2024

Augusta Engineering Department

Attn: June Hamal
452 Walker Street, Suite 110
Augusta, Georgia 30901

Re: Proposal for CEI and Materials Testing Services for Wheeler @ Robert C. Daniel Intersection - PI 0012866
Richmond Co.

Dear Ms. Hamal,

Per your request, it is our pleasure to submit Atlas' cost proposal to the Augusta Engineering Department (AED) to perform Construction Engineering and Inspection (CEI) and materials testing services for the Wheeler and Robert C. Daniel Intersection project. This project includes federal funds. We understand the scope would be to provide full-time inspection and on-call services as needed for project management, office engineering/federal oversight, and materials testing. Atlas has a proven track record all across Georgia and we are certain that will continue and lead to a successful project.

We have reviewed the project characteristics and the construction bid information. The proposed cost to provide CEI and materials testing services for the project would be for total amount not to exceed \$386,836.00 based on the 1½ year project duration. Pricing for the project is noted in the table below.

CEI & MATERIALS TESTING	HRS/Days	RATE	TOTAL
Project Manager Part-Time (Avg 12 hrs./wk)	936 hrs	\$85/HR	\$79,560
Office Engineer (Federal Project) Part-Time (Avg 16 hrs./wk)	1,248 hrs	\$75/HR	\$93,600
Senior Inspector – Full-time (Avg 252 working days/yr)	378 days	\$496/Day	\$187,488
Materials Testing per RFP-179	-	-	\$26,188
Total Not to Exceed			386,836

Atlas values our working relationship with the City of Augusta. The Atlas team is available to meet and discuss in more detail at your convenience if necessary. Please feel free to contact me at 470.432.6740 with any questions regarding this proposal.

Sincerely,

Monica L. Flournoy, P.E.
Georgia Field Operations Manager

c: Todd Long, PE, PTOE, Atlas Southeast Hub Lead



Commission Meeting

June 4, 2024

Dennis Road Widening & Improvements (PI #0017632)

Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/
Quality Control, and Geotechnical Services-RFP 19-179

File Reference: 24-014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve 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 \$317,280.00 for Dennis Road Widening and Improvements Project. MEG was assigned to Dennis Road construction. AE/ RFP 19-179 (Approved by Engineering Services Committee May 28, 2024)
Background:	The Dennis Road Widening and Improvements is a project from the “Approved Investment List” of TIA2 that was approved by voters of the CSRA in the June 9, 2020 referendum. This is a Band 1 project and TIA funds are allocated for construction. On March 5, 2024, Augusta Commission awarded Dennis Road construction contract to Reeves Construction. Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation Services are integral parts of construction activities to ensure improvements quality control and quality assurance and construction per design. Construction quality assurance & quality control (QA/QC) is essential to construction of good roads and is TIA program requirement.
Analysis:	On August 2019, commission approved the award of CMT_Geotech Services contract with Atlas (ATC Group Services LLC), Matrix Engineering Group, Inc. (MEG), and MC Squared, Inc. (MC2) being the selected firms. MEG was assigned to Denise Road construction. The assistance of outside construction services will help AED with ensuring a quality finish roadway infrastructure. It is a practical approach to sustain much needed construction QA/QC during construction phase of a project.
Financial Impact:	Funds are available in Project TIA Funds.
Alternatives:	1. Do not approve and find alternative ways to provide required CMT_Geotech, Construction QA/QC Services and meet TIA construction QA/QC requirements.

Recommendation: Approve 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 \$317,280.00 for Dennis Road Widening and Improvements Project. MEG was assigned to Dennis Road construction. AE/ RFP 19-179

Funds are available in the following accounts: (\$317,280) 372041110-54.14110 / TIA224702-54.14110 – TIA funds

REVIEWED AND NHM/SR
APPROVED BY:



May 10th, 2024

Ms. June Hamal
Associate Director Construction & Program Delivery
Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, Georgia, 30901

**Re: Proposal for Construction Materials Testing & Construction Management Services
Dennis Road Improvements from Stevens Creek Road to Stone Creek Road**

Dear Ms. Hamal:

Pursuant to your email request on May 8th, Matrix Engineering Group, Inc. {MATRIX} is pleased to submit our proposal for the provisions of Construction Materials Testing Services for the Dennis Road Improvements project. Based on the total schedule of 450 calendar days (estimate 320 works days), and the construction drawings that were provided, Matrix will perform the materials testing services for a total estimated fee of **One Hundred & Ninety-Nine Thousand, Five Hundred and Twenty Dollars (\$199,520)** and perform Construction Management services for an estimated total fee of **One Hundred & Seventeen Thousand, Seven Hundred and Sixty Dollars (\$117,760)**.

Matrix inspectors utilize a proprietary, cloud-based reporting, scheduling, and document management system {*Matrix | Sequence*}, that connects the construction team to the project's Schedule of Special Inspections (SSI). This robust tool uniquely synchronizes the entire construction team on our findings including a dynamic open item record that gives a barometer of the status of the various inspections. Our staff also leverages *Filio*, a cutting edge, geospatial photo management software that captures and geo-tags photographs which document the inspected activities. Through machine learning and artificial intelligence, the photographs are searchable by date and type of activity or observation.

We appreciate the opportunity to submit this proposal and look forward to providing the testing services on these important and exciting projects.

Sincerely,

MATRIX ENGINEERING GROUP, INC.

Naser Ackall, ICC
Field Services Coordinator
naser@matrixengineeringgroup.com

Sam Alyateem, PE
Principal
samp@matrixengineeringgroup.com

\\ZMATRIX\drive_m\1.0 MATRIX PROJECTS FOLDER\2.0 Matrix Proposals\1.0 CMT\Dennis Road Improvements\CMT and CM Proposal for Dennis Road Improvements on 5 10 24.doc

INTRODUCTION

This proposal is presented for the provisions of Construction Materials Testing Services and Construction Management for the Dennis Road Improvements project. Our scope includes preparing daily reports to document area of work and quantities, soils testing, reinforcing steel inspections, bearing capacity determination, GAB testing, asphalt documentation, subgrade evaluations, related laboratory testing and Professional Engineer consulting and recommendations.

SCOPE OF SERVICES

Our scope of services was developed to meet the testing requirements, as defined by the project specifications and GDOT specs and guidelines. The following sections detail our scope of services. The most cost-effective services will be achieved through our strategic allocation of experienced manpower, our quality approach to providing the required services, and our competitive rates.

CONSTRUCTION MATERIALS TESTING SERVICES

- Monitor and document progress of work on daily basis and schedule construction inspections as required by the project specifications
- Subgrade evaluation of existing materials: Proof-roll and/ bearing capacity evaluation
- Geotechnical Engineer to provide evaluation & recommendations for Stabilization, as needed
- Monitoring of over excavation and quantification
- Backfill monitoring and testing of structural fill
- Backfill monitoring and testing of pipe backfill on storm drain lines, water lines and site walls
- Subgrade inspections of finished grades for pavements and sidewalks on both sides of the roadway
- Concrete testing on sidewalks on both sides of the roadway (8' wide and 6' wide), and Curbs/Gutters, and structures.
- GAB Compaction testing and Proof-roll testing
- Asphalt Testing
- Laboratory testing
 - Soil Proctors tests
 - GAB Proctors
 - Asphalt testing
 - Concrete Testing
 - Gradations
- Professional Engineer for report review, consultation, site visits and recommendations

CONSTRUCTION MANAGEMENT / ADMINISTRATIVE SERVICES

- Review project drawings, specifications and contracted scope of work
- Review contacts, schedules, and quality control/quality assurance plans
- Manage pre-construction and progress meetings: Present agenda, scope, schedule, and special conditions applicable to the project
- Review submittals, RFI's, and communicate with Project Stakeholders (Design / Owner / Contractor) regarding approvals, feedback and change orders in a timely manner
- Weekly meetings/conferences with the project stakeholders.
- Keep logs of Open and Corrected Items for follow-up with contractor on resolution to changes and/or corrective measures
- Engage Owner for items that require change in design and/or contract provisions.
- Review change orders and manage approval process
- Review monthly pay applications and resolve issues with contractor prior to approval for payment
- Assist in project closeout by reviewing punch list items with contractors and finalize documentation prior to project close out and release of retainage

COMPENSATION

The following table provides a breakdown of the costs associated with the requested inspection and testing services. It is anticipated that inspections will be required on a daily basis. In developing the following budget, we have taken into consideration the overlapping nature of the construction activities. Therefore, it is impractical to separate the costs of testing services for each individual task. We have estimated the testing budget based on the estimated construction schedule and the required inspection services. Any additional services that may be required will be based on the unit fees provided in the Schedule of Fees and upon your prior authorization. Matrix will perform the materials testing services for a total estimated fee of **One Hundred & Ninety-Nine Thousand, Five Hundred and Twenty Dollars (\$199,520)**. We estimated a budget of **One Hundred & Seventeen Thousand, Seven Hundred and Sixty Dollars (\$117,760)** for this project as shown in Table 2, below. The work will be billed on a monthly basis in accordance with our annual contract with the City of Augusta.

TABLE 1:
SCHEDULE OF FEES – CONSTRUCTION MATERIALS TESTING

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)
ITEM 1 – Senior Tech for Construction Materials Testing: <ul style="list-style-type: none"> Attendance of weekly site meetings Subgrade evaluations Soil Backfill monitoring Soil Backfill Compaction Testing Bearing Capacity Evaluations GAB Testing Nuclear Gauge Density testing Asphalt Temperature Determination 	4 hrs/day x 320 days x \$62*/hr	\$79,360.00
ITEM 2 – Staff Engineer & Professional Engineer: <ul style="list-style-type: none"> Staff Engineer for documentation of construction activities Geotechnical Engineer to provide evaluations and recommendations for stabilization Geotechnical Engineering Consultation & Recommendations PE for Report Review and Certification of Reports 	4 hrs/day x 320 days x \$85/hr 1 hr/wk x 64 weeks x \$115/hr	\$108,800.00 \$7,360.00
ITEM 3 – Laboratory Testing for Soils / Asphalt <ul style="list-style-type: none"> Soil Standard Proctors Gradations Atterberg Limits Asphalt Specific Gravity Testing 	LUMP SUM	\$1,000.00
ITEM 4 –Laboratory Testing for Concrete Cylinders <ul style="list-style-type: none"> Concrete Cylinder Pick-Ups & transportation to lab Compressive Strength Testing 	LUMP SUM	\$3,000.00
Estimated Maximum Fee:		\$199,520.00

**The total does not include costs associated with re-testing of areas that fail to meet the project specifications upon initial inspection, nor any additional assignments that are requested by the owner that are beyond the scope of work provided herein. All testing services are assumed to occur during regular work hours. Services exceeding 40 hours per week and work on weekends will be billed at 1.5 times the hourly rates listed above. Shop Visits are not included in this estimate.*

***Senior Technician rate is based on daily rate of \$496 divided by 8 hours*

TABLE 2:
SCHEDULE OF FEES – CONSTRUCTION MANAGEMENT SERVICES

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)
<u>Construction Management Services for Dennis Road Improvements:</u>	64 weeks x 16 hrs/week x \$115/hour	\$117,760.00
Estimated Maximum Fee:		\$ 117,760.00

TABLE 3:

**CONSTRUCTION MATERIALS TESTING & CM SERVICES
FOR DENNIS ROAD IMPROVEMENTS**

DESCRIPTION OF SERVICES	COST (\$)
<u>Construction Materials Testing Services for Dennis Road Improvements:</u>	\$199,520.00
<u>Construction Management Services for Dennis Road Improvements:</u>	\$117,760.00
Estimated Maximum Fee:	\$ 317,280.00



Commission Meeting

June 4, 2024

Wrightsboro Road Reconstruction and Pedestrian Improvements

(Marks Church Rd. to Highland Ave.)

Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/
Quality Control, and Geotechnical Services-RFP 19-179

File Reference: 24-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve 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 \$259,540.00 for Wrightsboro Road Reconstruction and Pedestrian Improvements Project. MEG was assigned to Wrightsboro Road construction. AE/ RFP 19-179 (Approved by Engineering Services Committee May 28, 2024)
Background:	Wrightsboro Road Reconstruction & Pedestrian Improvements project is an approved SPLOST project. The improvements consist of improving roadway safety by reconstructing & paving road travel lanes, reconstructing targeted curb and gutter, sidewalks and improving the storm water system. On March 19, 2024, Augusta Commission awarded Dennis Road construction contract to Reeves Construction. Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation Services are integral parts of construction activities to ensure improvements quality control and quality assurance and construction per design. Construction quality assurance & quality control (QA/QC) is essential to construction of good roads.
Analysis:	On August 2019, commission approved the award of CMT_Geotech Services contract with Atlas (ATC Group Services LLC), Matrix Engineering Group, Inc. (MEG), and MC Squared, Inc. (MC2) being the selected firms. MEG was assigned to Wrightsboro Road construction. The assistance of outside construction services will help AED with ensuring a quality finish roadway infrastructure. It is a practical approach to sustain much needed construction QA/QC during construction phase of a project.
Financial Impact:	Funds are available in amount of \$259,540 as follows: Project SPLOST Recaptured Allocation: \$\$2,145,600.05

- Alternatives:** 1. Do not approve and find alternative way to provide required CMT_Geotech, Construction QA/QC Services and meet TIA construction QA/QC requirements.
- Recommendation:** Approve 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 \$259,540.00 for Wrightsboro Road Reconstruction and Pedestrian Improvements Project. MEG was assigned to Wrightsboro Road construction. AE/ RFP 19-179
- Funds are available in the following accounts:** (\$259,540) 328-041110 – 54.14110 - Project SPLOT Recaptured Allocation: (\$2,145,600.05)
- REVIEWED AND APPROVED BY:** HM/SR



May 10th, 2024

Ms. June Hamal
Associate Director Construction & Program Delivery
Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, Georgia, 30901

**Re: Proposal for Construction Materials Testing & Construction Management Services
Wrightsboro Road Reconstruction and Pedestrian Improvements – Phase 1**

Dear Ms. Hamal:

Pursuant to your email request on May 8th, Matrix Engineering Group, Inc. {MATRIX} is pleased to submit our proposal for the provisions of Construction Materials Testing Services for the Wrightsboro Road Reconstruction and Pedestrian Improvements – Phase 1 project. Based on the total schedule of 365 calendar days (estimate 260 works days), and the construction drawings that were provided, Matrix will perform the materials testing services for a total estimated fee of **One Hundred & Sixty-Three Thousand, Eight Hundred and Sixty Dollars (\$163,860)** and perform Construction Management services for an estimated total fee of **Ninety-Five Thousand, Six Hundred and Eighty Dollars (\$95,680)**.

Matrix inspectors utilize a proprietary, cloud-based reporting, scheduling, and document management system {*Matrix | Sequence*}, that connects the construction team to the project's Schedule of Special Inspections (SSI). This robust tool uniquely synchronizes the entire construction team on our findings including a dynamic open item record that gives a barometer of the status of the various inspections. Our staff also leverages *Filio*, a cutting edge, geospatial photo management software that captures and geo-tags photographs which document the inspected activities. Through machine learning and artificial intelligence, the photographs are searchable by date and type of activity or observation.

We appreciate the opportunity to submit this proposal and look forward to providing the testing services on these important and exciting projects.

Sincerely,

MATRIX ENGINEERING GROUP, INC.

Naser Ackall, ICC
Field Services Coordinator
naser@matrixengineeringgroup.com

Sam Alyateem, PE
Principal
samp@matrixengineeringgroup.com

\\ZMATRIX\drive_m\1.0 MATRIX PROJECTS FOLDER\2.0 Matrix Proposals\1.0 CMT\Wrightsboro Road Phase 1\CMT and CM Proposal for Wrightsboro Road Reconstruction and Pedestrian Improvements on 5 10 24.doc

INTRODUCTION

This proposal is presented for the provisions of Construction Materials Testing Services and Construction Management for the Wrightsboro Road Reconstruction & Pedestrian Improvements-Phase 1 project. Our scope includes preparing daily reports to document area of work and quantities, soils testing, reinforcing steel inspections, bearing capacity determination, GAB testing, asphalt documentation, subgrade evaluations, related laboratory testing and Professional Engineer consulting and recommendations.

SCOPE OF SERVICES

Our scope of services was developed to meet the testing requirements, as defined by the project specifications and GDOT specs and guidelines. The following sections detail our scope of services. The most cost-effective services will be achieved through our strategic allocation of experienced manpower, our quality approach to providing the required services, and our competitive rates.

CONSTRUCTION MATERIALS TESTING SERVICES

- Monitor and document progress of work on daily basis and schedule construction inspections as required by the project specifications
- Subgrade evaluation of existing materials: Proof-roll and/ bearing capacity evaluation
- Geotechnical Engineer to provide evaluation & recommendations for Stabilization, as needed
- Monitoring of over excavation and quantification
- Backfill monitoring and testing of structural fill
- Backfill monitoring and testing of pipe backfill on storm drain lines, water lines and site walls
- Subgrade inspections of finished grades for pavements and sidewalks on both sides of the roadway
- Concrete testing on sidewalks on both sides of the roadway (8' wide and 6' wide), and Curbs/Gutters, and structures.
- GAB Compaction testing and Proof-roll testing
- Asphalt Testing
- Laboratory testing
 - Soil Proctors tests
 - GAB Proctors
 - Asphalt testing
 - Concrete Testing
 - Gradations
- Professional Engineer for report review, consultation, site visits and recommendations

CONSTRUCTION MANAGEMENT / ADMINISTRATIVE SERVICES

- Review project drawings, specifications and contracted scope of work
- Review contacts, schedules, and quality control/quality assurance plans
- Manage pre-construction and progress meetings: Present agenda, scope, schedule, and special conditions applicable to the project
- Review submittals, RFI's, and communicate with Project Stakeholders (Design / Owner / Contractor) regarding approvals, feedback and change orders in a timely manner
- Weekly meetings/conferences with the project stakeholders.
- Keep logs of Open and Corrected Items for follow-up with contractor on resolution to changes and/or corrective measures
- Engage Owner for items that require change in design and/or contract provisions.
- Review change orders and manage approval process
- Review monthly pay applications and resolve issues with contractor prior to approval for payment
- Assist in project closeout by reviewing punch list items with contractors and finalize documentation prior to project close out and release of retainage

COMPENSATION

The following table provides a breakdown of the costs associated with the requested inspection and testing services. It is anticipated that inspections will be required on a daily basis. In developing the following budget, we have taken into consideration the overlapping nature of the construction activities. Therefore, it is impractical to separate the costs of testing services for each individual task. We have estimated the testing budget based on the estimated construction schedule and the required inspection services. Any additional services that may be required will be based on the unit fees provided in the Schedule of Fees and upon your prior authorization. Matrix will perform the materials testing services for a total estimated fee of **One Hundred & Sixty-Three Thousand, Eight Hundred and Sixty Dollars (\$163,860)**. We estimated a budget of **Ninety-Five Thousand, Six Hundred and Eighty Dollars (\$95,680) for this project as shown in Table 2, below.** The work will be billed on a monthly basis in accordance with our annual contract with the City of Augusta.

TABLE 1:
SCHEDULE OF FEES – CONSTRUCTION MATERIALS TESTING

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)
ITEM 1 – Senior Tech for Construction Materials Testing: <ul style="list-style-type: none"> Attendance of weekly site meetings Subgrade evaluations Soil Backfill monitoring Soil Backfill Compaction Testing Bearing Capacity Evaluations GAB Testing Nuclear Gauge Density testing Asphalt Temperature Determination 	4 hrs/day x 260 days x \$62*/hr	\$64,480.00
ITEM 2 – Staff Engineer & Professional Engineer: <ul style="list-style-type: none"> Staff Engineer for documentation of construction activities Geotechnical Engineer to provide evaluations and recommendations for stabilization Geotechnical Engineering Consultation & Recommendations PE for Report Review and Certification of Reports 	4 hrs/day x 260 days x \$85/hr 1 hr/wk x 52 weeks x \$115/hr	\$88,400.00 \$5,980.00
ITEM 3 – Laboratory Testing for Soils / Asphalt <ul style="list-style-type: none"> Soil Standard Proctors Gradations Atterberg Limits Asphalt Specific Gravity Testing 	LUMP SUM	\$1,500.00
ITEM 4 –Laboratory Testing for Concrete Cylinders <ul style="list-style-type: none"> Concrete Cylinder Pick-Ups & transportation to lab Compressive Strength Testing 	LUMP SUM	\$3,500.00
Estimated Maximum Fee:		\$163,860.00

**The total does not include costs associated with re-testing of areas that fail to meet the project specifications upon initial inspection, nor any additional assignments that are requested by the owner that are beyond the scope of work provided herein. All testing services are assumed to occur during regular work hours. Services exceeding 40 hours per week and work on weekends will be billed at 1.5 times the hourly rates listed above. Shop Visits are not included in this estimate.*

***Senior Technician rate is based on daily rate of \$496 divided by 8 hours*

TABLE 2:
SCHEDULE OF FEES – CONSTRUCTION MANAGEMENT SERVICES

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)
<u>Construction Management Services for Wrightsboro Road Reconstruction & Improvements:</u>	52 weeks x 16 hrs/week x \$115/hour	\$95,680.00
Estimated Maximum Fee:		\$ 95,680.00

TABLE 3:

**CONSTRUCTION MATERIALS TESTING & CM SERVICES
FOR WRIGHTSBORO ROAD RECONSTRUCTION & IMPROVEMENTS**

DESCRIPTION OF SERVICES	COST (\$)
<u>Construction Materials Testing Services for Wrightsboro Road Reconstruction & Improvements:</u>	\$163,860.00
<u>Construction Management Services for Wrightsboro Road Reconstruction & Improvements:</u>	\$95,680.00
Estimated Maximum Fee:	\$ 259,540.00



Commission Meeting

June 4, 2024

Wilkinson Garden Area Roadway Drainage Improvements Project

Design Professional Services

RFQ 07-114

File Reference: 22-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve supplemental (SA9) funding for various Tasks under Final Design Phase of Engineering Consultant Agreement to WK Dickson & Co., Inc. in the amount of \$53,500.00 for Wilkinson Garden Area Roadway Drainage Improvements. AE/RFQ 07-114 (Approved by Engineering Services Committee May 28, 2024)
Background:	In March of 2009, the Augusta Commission approved the selection of WK Dickson to complete design for the Wilkerson Gardens Drainage Improvements project. Project construction plans are substantially completed, however, drainage in the vicinity of Lional Street/Tubman Home Rd and the cross drainpipe under Gordon Highway warrants additional data gathering and assessment. In addition, additional field survey will be required for preparation of easement exhibits.
Analysis:	Over the Past several years project activities were primarily focused on completion of Wilkinson Garden Improvements final design and construction plans. Additional services are needed to address drainage/surface water flow in the vicinity of Lional Street/Tubman Home Rd and through the cross drain at Gordon Highway. In addition, more easements plats are needed for acquiring the necessary easements for completing intended improvements.
Financial Impact:	Funds are available in Project funds in SPLOST III & VI.
Alternatives:	Do not approve and find alternative to complete the project.
Recommendation:	Approve supplemental (SA9) funding for various Tasks under Final Design Phase of Engineering Consultant Agreement to WK Dickson & Co., Inc. in the amount of \$53,500.00 for Wilkinson Garden Area Roadway Drainage Improvements. AE/RFQ 07-114
Funds are available in the following accounts:	(\$53,500) 323041110-52.12115 / 204823525-52.12115 – SPLOST III Funds

REVIEWED AND
APPROVED BY:

HM/SR

AMENDMENT NO. NINE

ADDITIONAL SERVICES AUTHORIZATION

The following additional services to the contract for Wilkinson Garden Area Roadway Drainage Improvements, WKD Job #20090089.00.AG, dated March 23, 2009 between The City of Augusta, Georgia (OWNER) and W.K. Dickson & Co., Inc. (CONSULTANT) are authorized.

1. PROJECT UNDERSTANDING. Based on project meeting at AED offices on January 16, 2024, CONSULTANT understands the project to include the following items:
 - a. AED requested additional directions to be added to the presented construction set. These items include direction on milling and paving along the roads within the scope of work and edge treatment for paving/curb and gutter installation.
 - b. AED also requested additional analysis of the flooding at the 1902 Lionel Street property ("Property"). Based on initial investigation (see hydrology report for Wilkinson Gardens, dated January 12, 2024), when the detention pond in the rear of the Southgate Plaza development stages up in storm events, the backwater effects flood the Property. Additional storage is needed in the system below the elevation of the Property to mitigate the flooding. AED will provide system information downstream of the Property for use in modeling efforts to determine the amount of storage required to mitigate the flooding on the Property. A report will be provided with varying options to meet 2-yr, 10-yr, 25-yr, 50-yr and 100-yr levels of service.
 - c. AED requested the culvert under Gordon Hwy to be sized based on the area flowing to it currently. This sizing will be provided to GDOT by AED for an upcoming project along Gordon Hwy. It is assumed that the required sizing will have to meet GDOT level of service.
 - d. Initial scope included approximately 30 easement exhibits for the properties affected by the proposed work. Based on final design and request from the OWNER concerning easement configurations it appears that 101 properties will be impacted. As such, additional easement exhibits are needed. This anticipated overrun in easements for the project is 71.

2. SCOPE OF SERVICES. CONSULTANT shall provide additional services as follows:
 - a. Modify existing construction plans, details, technical specifications, bid forms and construction estimates to include milling of roads and edge treatments to accept overlays associated with proposed improvements. These modifications to the documents will be reflected in the final deliverables.
 - b. Based on previous recommendations for the impacts at 1902 Lionel Street and options for improvements, additional survey and design services are required for Southgate Plaza area and Gordon Highway. CONSULTANT will provide expanded hydraulic analysis to include potential culvert expansions for Gordon Highway crossing that

appears to have a tailwater impact on this area. The CONSULTANT will work with the OWNER to recover the invert information necessary to perform this analysis and will include the addition of detention capabilities at Southgate Plaza. Once this report is considered by the OWNER then the CONSULTANT will add design modifications to the contract documents to define additional construction necessary.

- c. CONSULTANT will modify permitting calculations associated with the plan modifications to add proposed detention additions. This will include potential staging areas and temporary traffic routing plans.
- d. CONSULTANT will prepare modifications to the opinion of probable construction cost associated with additional work areas defined in the plans.
- e. CONSULTANT will prepare up to 72 additional property easement plats associated with temporary and permanent construction easements requested by the OWNER during plan reviews and additional services requested.
- f. The scope includes up to 2 monthly updates and 1 coordination meeting (via Teams) to present deliverables.

Assumptions:

- Scope only includes the above-mentioned plan additions. Any additional plan changes/revisions from review by AED staff can be completed at the standard 2024 hourly rate schedule. Budget estimate will be provided at the time of request.
- Scope of flooding analysis extends from the Property to the crossing at Gordon Hwy. Analysis downstream of Gordon Hwy to Rocky Creek can be completed upon request as an additional service.
- There is a possibility that a solution to mitigate flooding may not be constructable in the existing R/W. Solutions may require the City to acquire private property.
- The sizing for the Gordon Hwy crossing will need to meet GDOT standard culvert crossing requirements, unless otherwise directed by AED. Sizing will be based on GIS data available at the time of contract initiation. If data is not complete, additional survey may be required outside of the scope of this amendment. Note that roadway constraints will be considered and may not allow for the GDOT level of service to be achieved.
- WKD requested data to complete the analysis presented in the Scope of Services via email on February 9, 2024. Delay in receipt of this data will delay completion of Scope of Services.
- The scope includes up to 2 monthly updates and 1 coordination meeting (via Teams) to present deliverables.

Project Deliverables:

- Revised Construction Drawings
- Revised Construction Specifications
- Updated Construction Bid Forms
- Updated Construction Estimate of Cost
- Additional Drainage Report including flooding analysis at the shopping center, 1902 Lionel St., and Gordon Hwy culvert sizing recommendations.

3. TIME OF PERFORMANCE. CONSULTANT's time of performance for the above additional services shall be 8 weeks from the receipt of requested data and notice to proceed.

Schedule and budget is based on prompt deliverable review by the OWNER.

4. COMPENSATION. CONSULTANT shall provide the above Additional Scope of Work for a lump sum fee of **fifty-three thousand five hundred dollars (\$53,500.00)** as broken out in the following table.

Description	Total Fee
Wilkinson Gardens Construction Drawing Updates	\$ 4,000
Flooding Analysis	\$ 12,000
Gordon Highway Crossing Analysis	\$ 4,000
Additional Easement Exhibits	\$ 35,500
Estimated Total Fee	\$ 53,500

5. All services and associated compensation shall be in accordance with the above referenced Contract for Services.

OWNER:

Augusta Engineering Department

By: _____

Title: Director

Date: _____

CONSULTANT:

W.K. DICKSON & CO., INC.

By:  _____

Title: Vice President

Date: 5/9/24

**AUGUSTA-RICHMOND COUNTY
ENGINEERING & ENVIRONMENTAL SVCS DEPARTMENT
SUPPLEMENTAL AGREEMENT**

Augusta Richmond County Project Number(s):	323-041110-219828217
Supplemental Agreement Number:	9
Purchase Order Number:	P164761

WHEREAS, We, W. K. Dickson, Community Infrastructure Consultants entered into a contract with Augusta-Richmond County on March 17, 2009, for engineering design services associated with **Wilkinson Garden Area Roadway Drainage Improvement Project / Hyde Park**, Project No. 323-041110-219828217, and

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:

***Additional supplemental funding for various Tasks under Final Design Phase of Engineering
Consultant Agreement to W K Dickson & Co., Inc.***

It is agreed that as a result of the above modification the contract amount is increased by **\$53,500.00** from **\$879,400.00** to a total of **\$932,900.00**.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, W. K. Dickson, Community Infrastructure Consultants, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, 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

W. K. DICKSON & CO., INC.

Garnett L. Johnson, Mayor

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____



Commission Meeting

June 4, 2024

Replacement of Street Lighting along Grand Blvd

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve the sole source purchase and installation of new street lighting along Grand Blvd between 15th Street and Turpin Street. (Approved by Engineering Services Committee May 28, 2024)
Background:	Recently, it was discovered during routine maintenance that this street lighting system is no longer safe to operate. This system is beyond its serviceable life and can no longer be repaired. The entire system will need to be replaced along Grand Blvd.
Analysis:	This sole source purchase will allow Georgia Power to procure and replace street lighting along Grand Blvd between 15th Street and Turpin Street. Georgia Power is the only electrical utility available to serve this area and the only company that can install and power street lighting along Grand Blvd.
Financial Impact:	Adequate funds are available, and an expenditure of this amount will leave funding for other uses.
Alternatives:	Do not approve the sole source funding request.
Recommendation:	Approve the sole source purchase order request from Georgia Power in the amount of \$46,784.40.
Funds are available in the following accounts:	(\$46,784.40) 276041610-5312310 - Street Lighting Operations fund
<u>REVIEWED AND APPROVED BY:</u>	HM/SR



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Georgia Power E-Verify Number: 425539

Commodity: Street Lighting Installation

Estimated annual expenditure for the above commodity or service: \$ 46,784.40


Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

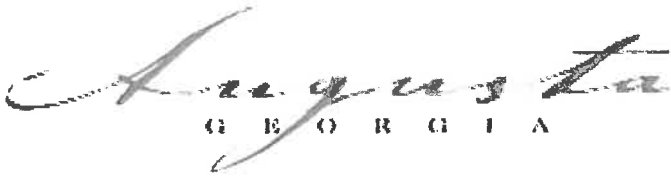
Name: Hameed Malik Department: AE&ESD Date: 5/15/24

Department Head Signature:  Date: 5/17/24

Approval Authority:  Date: 5/17/24

Administrator Approval: (required — not required) Date: _____

COMMENTS:



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph.D, Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Geri Sams – Procurement Director

FROM: Hameed Malik, PE, Ph. D, Director Augusta Engineering Department

DATE: May 15, 2024

SUBJECT: Replace Street Lighting along Grand Blvd

The Augusta Engineering Department is requesting the use of the sole source procurement process to pay a proposal from Georgia Power for the installation of 25 street lights along Grand Blvd.

Earlier this year, during routine maintenance, it was discovered that the existing street lights along Grand Blvd were no longer safe to operate. These lights will need to be replaced as they cannot be repaired. Georgia Power is the only electrical utility that serves this area and the only company that can procure, install, and power the requested street lighting.

This sole source procurement will allow the Augusta Engineering Department to pay the proposal provided by Georgia Power in the amount of \$46,784.40. Funding is available in account #276041610-5312310.

JU/SR

cc: File

Lighting Services Agreement


Project # LP94890

Customer Legal Name AUGUSTA RICHMOND CO DBA GRAND BLVD
 Service Address 0 GRAND BLVD AUGUSTA GA 30901 County Richmond - GA
 Mailing Address 530 GREENE ST ROOM 105 AUGUSTA GA 30902
 Email _____ Tel # _____ Alt Tel # _____
 Tax ID# 4274 Business Description _____

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	25	120	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$565.50	\$134.50	\$700.00		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$46,784.40

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Jennifer Williams
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (Lighting – Governmental Service)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <http://www.georgiapower.com/community/utilities-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.



Notes:

1. Readings are shown in units of millinegated footcandlemeters.
2. Total Light Loss Factor (LLF) = .912 LLF for LED
3. Test Plane = 0' Above Grid
4. Fixture Mounting Height = See Plan View.
5. Mounting Spacing = See Plan View.
6. The mounting aspect ratio was calculated using specific criteria. Any deviation from stated parameters will affect actual performance.
7. These lighting calculations are not a substitute for independent engineering analysis of lighting system suitability and safety.

[illegible][illegible]



Commission Meeting

June 4, 2024

AO EESD WM Contract Extension 2

Department:	Office of the Administrator
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to approve and authorize 1) Deny award of RFP 23-112 Augusta's Zone 1 residential Waste Recyclable Collection Service and rebid this zone, 2) Effective 12/31/2024 terminate RFP 12-112 Augusta's Zones 2 & 3 Residential Waste & Recyclable Collection Services contract with Coastal Waste & Recycling under the contract clause Section 16.1d, 3) Extends Augusta's Zone 1 Residential Waste & Recycling under the contract clause Section 16.1 d, 3) Extends Augusta's Zone 1 Residential Waste & Recyclable Collection Service current transition period agreement with Georgia Waste System/Waste Management until December 31, 2024 with no change in current terms & conditions, and 4) Engineering & Environmental Services Department bid Augusta's Zones 1, 2, & 3 Residential Waste & Recyclable Collection Services RFP by June 2024 and bring associated contract award recommendation to Augusta Commission by end of October 2024 for discussion & approval for a January 1, 2025 start date. (Approved by Engineering Services Committee May 28, 2024)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**RESIDENTIAL SOLID WASTE AND RECYCLABLES COLLECTION
SECOND EXTENSION AGREEMENT BETWEEN
AUGUSTA, GEORGIA AND
GEORGIA WASTE SYSTEMS, LLC**

This **Second Extension Agreement** is entered into as of _____, 2024 between Augusta Georgia, a political subdivision of the state of Georgia (hereinafter “Augusta”) and Georgia Waste Systems, LLC, successor in interest to Advanced Disposal Services Augusta, LLC (“Contractor”) (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, the Parties entered into that certain Agreement for Solid Waste and Recyclables Collection dated August 7, 2012, as previously amended in the First Amendment dated October 20, 2020 (collectively “the Agreement”);

WHEREAS, the Parties entered into an agreement on October 3rd, 2023, to extend the Agreement for a period of up to six (6) months to terminate on June 30, 2024 (“Termination Date”);

WHEREAS, the Parties now desire to extend the Agreement for another period of eighteen (18) months beyond the Termination Date, as well as amend certain other terms of the Agreement as set forth below, in order to ensure continuity of services to Augusta citizens.

WHEREAS, the Parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Agreement, then notwithstanding any term in the Agreement, the following terms and conditions govern and control the rights and obligations of the Parties.

NOW THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby agree to amend the Agreement as follows:

1. The Term of the Agreement is hereby extended for an additional eighteen (18) months beginning July 1, 2024 and terminating December 31, 2025 (hereinafter the “Second Transition Period”).

2. Extension Compensation. Augusta agrees to pay Contractor an *additional* \$2.56 per home, per month, increase during the Second Transition Period. For clarity, the new rate during the Second Transition Period shall be \$21.86 per home per month.
3. Damages/Fines. Augusta agrees to eliminate all Damages or Fines against Contractor during the Second Transition Period.
4. Except as set forth herein, all terms and conditions contained in the Agreement shall remain in full force and effect and be binding upon the Parties thereto.
5. This Second Extension Agreement is hereby incorporated into the Agreement and made a part thereof. Together, the Agreement, any Amendments, and any Extension Agreements contain the entire agreement between the Parties as to the matters contained therein.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands as of this _____ day of _____, 2024.

AUGUSTA, GEORGIA

By: _____

Attest

Its: _____

GEORGIA WASTE SYSTEMS, LLC

By: _____

Attest

Print Name: _____



Commission Meeting

June 4, 2024

Aggregate Material Need at the Landfill

Augusta's Projects Generated Concrete Waste Recovery to Aggregate Material

Supplement to Thompson Building Wrecking Company Contract – Bid 21-160

File Reference: 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve Supplementing Thomson Building Wrecking Company, Inc. of Augusta Contract under Bid 21-160 in amount of \$71,775.00 for Augusta's Infrastructure Projects Generated Waste Concrete Material Aggregate Recovery & Hauling for its Beneficial Use at the Augusta Deans Bridge Road Landfill. AE (Approved by Engineering Services Committee May 28, 2024)
Background:	Augusta Deans Bridge Road Solid Waste Facility is frequently in need of aggregate materials for building and sustaining temporary and permanent roadways at the Landfill to ensure all weather access for waste hauling customers. Such access is landfill regulatory permit compliance requirement. Historically, those materials are purchased from Martin Marietta quarry on Riverwatch Parkway where costs are incurred for both the material and hauling. As a cost reduction measure, Augusta Engineering & Environmental Services (AEES) explored options taking advantage of the aggregate material generated from multiple projects in Augusta-Richmond County. The first project was demolition of the Augusta 401 Walton Way Structure. Aggregate material resulted from demolition and its processing as part of primary contract, hence no cost for the material to the Landfill but would incur some cost for transport to the Landfill. Likewise, aggregate materials resulting from downtown roadway improvements projects had the potential to generate both large, bulky materials as well as processed aggregate materials. This material was also free of charge as well as free of transport costs to the Landfill (as part of the roadway projects contract). However, there would be costs associated with processing those materials into different sizes once at the Landfill.
Analysis:	Since Thompson Building Wrecking Company (TBWC) was already under contract with Augusta, Georgia through Central Services Department for the jail project, it was cost effective timely measure for AEESD to work through the existing contract to obtain the surplus aggregate material from the jail

project and to process the downtown sidewalk and roadway projects materials at the landfill, using the same crusher equipment used at the jail, once the jail project was completed.

Financial Impact: Funds in amount of \$71,775 are available in Landfill FY2024 operational budget.

Alternatives: No alternate proposed


Recommendation: Approve Supplementing Thomson Building Wrecking Company, Inc. of Augusta Contract under Bid 21-160 in amount of \$71,775.00 for Augusta's Infrastructure Projects Generated Waste Concrete Material Aggregate Recovery & Hauling for its Beneficial Use at the Augusta Deans Bridge Road Landfill. AE.

Funds are available in the following accounts: (\$71,775) 541-044210-52.11120 - Landfill FY2024 Operational Budget

REVIEWED AND HM/SR
APPROVED BY:

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

TO: Ms. Geri Sams, Director - Procurement

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

DATE: Friday, May 3, 2024

SUBJECT: **Aggregate Material Need at the Landfill**
Augusta's Projects Generated Concrete Waste Recovery to Aggregate Material
Thompson Building Wrecking Company Contract – Bid 21-160
Funds Addition
File Reference: 24-014(A)

This memo is to render a justification for aggregate material recovery at the Augusta Deans Bridge Road Solid Waste Facility (Landfill) under Bid 21-160, 401 Walton Way Demolition. Thomson Building Wrecking Company, Inc. (Thomson) is under contract for demolition of the Augusta-owned 401 Walton Way structure. Bid 21-160 demolition included crushing and disposal of concrete material. Such crushed material is frequently needed at the Augusta Deans Bridge Landfill. Augusta Engineering (AE) downtown roadway improvements projects provided a second opportunity for receiving uncrushed concrete at the landfill. The following paragraphs state the reasoning for using Thompson services that yielded significant saving in aggregate material purchase.

The Landfill is frequently in need of aggregate materials for building and sustaining temporary and permanent roadways at the landfill to ensure all weather access for customers. Such access is a landfill regulatory permit compliance requirement. Historically, those materials are purchased from Martin Marietta quarry on Riverwatch Parkway where costs are incurred for both the material and for hauling to the landfill. As a cost reduction measure, AE explored options taking advantage of the aggregate material generated from multiple projects in Augusta-Richmond County. The first project was demolition of the Augusta 401 Walton Way structure. Aggregate material resulted from demolition and processing of an Augusta-owned asset so there was no cost for the material but there would be some cost for transport to the Landfill. Likewise, aggregate materials resulting from downtown roadway improvements projects had the potential to generate both large, bulky materials as well as processed aggregate materials. These materials, resulting from Augusta-owned public assets, were also free of charge as well as free of transport costs to the landfill (as part of the roadway project contracts). However, there would be costs associated with processing those materials into different sizes once at the landfill. Since Thompson was already under contract with Augusta, Georgia through Central Services Department for the 401 Walton Way Demolition project, it was cost effective timely measure for AE to work through the existing contract to obtain the surplus aggregate material from the 401 Walton Way project and to process the sidewalk and roadway project materials at the landfill, using the same crusher equipment used at the 401 Walton Way, once that project was completed. Cost incurred is on-site crushing charges and determined at its completion. Funds addition to 21-160 PO is to pay this on-site crushing charges.

Thank you.

/hm

cc: Darrell White & Nancy Williams, Procurement Department
Oscar Flite and Walt Corban, AE / File

1 | 1 Page



Commission Meeting

June 4, 2024

Landfill Compactors Rebuild Repair

File Reference: 24-014(L)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve adding funds in amount of \$200,000 to Yancey Brothers Landfill Equipment Block Time contract for Rebuilding Landfill Compactors. Bid 23-114/AE (Approved by Engineering Services Committee May 28, 2024)
Background:	<p>Augusta Deans Bridge Road Facility (Landfill) has continued need of reliable functioning equipment/machines, such as compactor, for placement & compaction of intake waste and to stay in compliance with its waste handling permit requirement. Landfill operations staff always look and evaluate cost effective & timely measures with this respect. Landfill has two (2) John Deere 850 bulldozers needing replacement. However, due to financial constraints, rebuilding these machines is an equally viable cost effective and time option. Landfill mechanics did not have the diagnostic hardware/software to do the rebuild. However, Yancey Brothers (Yancey) is under contract for landfill equipment repairs & maintenance and has tools & skilled mechanics to rebuild/assist in rebuild these machines. Hence, Yancey is tasked to check out damaged machines and assist in-house mechanics machines rebuilding. The Compactor is one of the most critical parts of operational equipment in landfill operations for achieving placed waste maximum compaction and optimized airspace utilization. Airspace directly correlates to landfill operational cost. Without the operating compactor, the landfill operation compliance becomes difficult and valuable airspace is lost.</p>
Analysis:	<p>Yancey is under contract for landfill equipment repairs and having Yancey perform a rebuild will restore the machines to like a new status. It also provides in-house mechanics opportunity to enhance their mechanical know-how and skills to do future repairs in-house, that will provide long range operational cost saving. In addition, there is around eighteen (18) months wait period to purchase new machine and cost is around \$1.8 million, hence rebuild damaged machines is cost effective and least wait option to get compactor back on working phase compacting waste.</p>
Financial Impact:	Funds in amount of \$200,000 are available in Environmental Services Operation FY2024 budget (541044210/54.21110) Machinery/Equipment

Alternatives: Not recommended.

Recommendation: Approve adding funds in amount of \$200,000 to Yancey Brothers Landfill Equipment Block Time contract for Rebuilding Landfill Compactors. Bid 23-114/AE

Funds are available in the following accounts: (\$200,000) -541044210/54.21110 – Landfill Operations Budget

REVIEWED AND HM/SR
APPROVED BY:



Commission Meeting

June 4, 2024

Purchase and Installation of Street Lighting along Windsor Springs

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve the sole source purchase of new solar street lighting equipment to be placed along Windsor Springs between Meadowbrook Dr. and Crosscreek Rd. (Approved by Engineering Services Committee May 28, 2024)
Background:	On September 5, 2023, the Augusta Commission directed the Augusta Engineering Department to install street lighting along Windsor Springs Road between Meadowbrooke Dr. and Crosscreek Rd with a budget not to exceed \$600,000. After reviewing multiple options, it was determined that solar street lighting would best serve the needs of commuters in this area for the money allocated.
Analysis:	The Augusta Engineering Department reviewed many different types of solar lighting available throughout the country. Fonroche Lighting America is the best product we discovered. This company has been in business for over a decade in both America and Europe. They include proprietary technology and materials in their products that no other solar street light manufacturer has. This sole source procurement will allow the Augusta Engineering Department to purchase the necessary solar street lighting materials for this project.
Financial Impact:	Adequate funds are available, and an expenditure of this amount will leave funding for other uses.
Alternatives:	Do not approve the sole source funding request.
Recommendation:	Approve the sole source purchase order request from Fonroche Lighting America in the amount of \$202,804.
Funds are available in the following accounts:	(\$202,804) 230041610-54.14410 – ARPA Streetlight funds
<u>REVIEWED AND APPROVED BY:</u>	HM/SR



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Fonroche Lighting America E-Verify Number: 1565390

Commodity: Solar Lighting Materials

Estimated annual expenditure for the above commodity or service: \$ 202,804

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- X 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Hameed Malik Department: AE&ESD Date: 5/15/24

Department Head Signature: [Signature] for Hameed Malik Date: 5/20/24

Approval Authority: [Signature] Date: 5/20/24

Administrator Approval: (required — not required) _____ Date: _____

COMMENTS:




ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph.D, Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Geri Sams – Procurement Director

FROM:  Hameed Malik, PE, Ph. D, Director Augusta Engineering Department

DATE: May 15, 2024

SUBJECT: Purchase Solar Street Lighting Materials for Windsor Spring

The Augusta Engineering Department is requesting the use of the sole source procurement process to acquire solar lighting materials to install along Windsor Springs Rd from Fonroche Lighting America.

Fonroche Lighting is the only product in this category that includes the necessary technology for Augusta to consider switching from traditional street lighting to solar powered street lighting. This product was demonstrated and reviewed in person in real life applications by AED staff. Fonroche is one of the few solar lighting companies that has longevity in this space. Their product incorporates proprietary technology such as solar panel and battery integration, use of NiMH batteries, and LoRa communications.

This sole source procurement will allow the Augusta Engineering Department to purchase the solar street lighting materials provided by Fonroche Lighting America in the amount of \$202,804.

JU/SR

cc: File



FONROCHE

lighting AMERICA

Fonroche Lighting America
 4900 David Strickland Rd.
 Forest Hill, TX 76119
 (817) 516-2056

Opportunity Owner	Michael Montenaro	Quote Number	00082885
Payment Terms	50% deposit, 50% Net 30 from Ship Date-contingent on credit approval	Quote Name	G7653-AugustaGA-WindsorSpringRoad-RevA
Shipping Terms	Prices are FOB Origin	Quote Date	4/5/2024
		Quote Expiration Date	7/5/2024
		Est. Lead Time	12-14 Weeks

Notes to the customer: Panels require clear, unshaded solar access to the South.

Bill To Name	Augusta, GA	Ship To Name	Augusta Engineering Department
Bill To	United States	Ship To	1568 Broad Street Augusta, Georgia 30904 United States

Beware of Fraud: Any advance payment request will only be made on the basis of a proforma invoice sent by Fonroche Lighting America.
 Shipping estimated; final cost determined on day of shipping and added to invoice.

Fonroche Model Number	Fonroche Product Description	Price System	Quantity	Amount
[T54-CK16B-4K-T3] [P310F-4P]HW-MC Fixture Color: BK POLE: 25Ft. Round Tapered Pole-Direct Burial-1-6FT Arm -Arm Color: Black -Pole Color: BK	SmartLight Assembly with 1248Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 310W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 4K Color Temp.-Type 3 Fixture Color: BK - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 25Ft. Round Tapered Pole-Direct Burial-1-6FT Arm -Arm Color: Black -Pole Color is BK 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading Assumes little or no snow 10 Degrees Tilt 100% =38 Watts worst case conditions.T-PM: 5 hrs. @100% T-N (Balance of night) @80% T-AM: 1 hrs. @100%	USD 4,357	41.00	USD 178,637
[T54-CK16B-4K-T4] [P310F-4P]HW-MC Fixture Color: BK POLE: 25Ft. Round Tapered Pole-Direct Burial-1-6FT Arm -Arm Color: Black -Pole Color: BK	SmartLight Assembly with 1248Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 310W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 4K Color Temp.-Type 4 Fixture Color: BK - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 25Ft. Round Tapered Pole-Direct Burial-1-6FT Arm -Arm Color: Black -Pole Color is BK 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading Assumes little or no snow 10 Degrees Tilt 100% =38 Watts worst case conditions.T-PM: 5 hrs. @100% T-N (Balance of night) @80% T-AM: 1 hrs. @100%	USD 4,357	1.00	USD 4,357
GATEWAY	Fonroche Connect Gateway - Requires 3G/4G	USD 5,320	1.00	USD 5,320

Total Line Items
 Shipping and
 Handling

USD 188,314
 USD 14,490



Fonroche Lighting America
4900 David Strickland Rd.
Forest Hill, TX 76119
(817) 516-2056

Quote Total

USD 202,804

This quotation is subject to the following terms and conditions

Seller's Terms and Conditions of Sale in effect on the date of this order shall apply to this quote and are hereby incorporated by reference. Seller's Terms and Conditions of Sale may be viewed at <https://www.fonrochesolarlighting.com/about-us/terms/>.

Pricing is based on Fonroche Lighting America's Standard Terms & Conditions and any additional terms stipulated herein. It is the Representative's responsibility to convey these terms to the customer. Without prior written approval from Fonroche Lighting America's Sales Director, any deviation from these terms may constitute a change in this pricing at the time of order. In the event that Fonroche Lighting America is unable to recoup the difference in pricing from the end customer, it may deduct the difference from the representative's commission.



Fonroche Lighting America
4900 David Strickland Rd
Forest Hill, TX 76119
339-225-4530
FonrocheSolarLighting.com

January 30, 2024

To whom it may concern:

Please find attached with this cover letter, technical data supporting Fonroche Lighting manufacturing of solar street lighting products, which are completely unique from any other, Worldwide

This product is purchased directly by institutions from Fonroche Lighting America, at the address listed above.

There are many types of battery technologies. In the attached document, you will find supporting technical data supporting Nickel Metal Hydride (NiMH) as superior in durability, cycle life, storage, transportation, and safety to other battery types. The attached technical document outlines how NiMH requires advanced engineering into battery management systems, and technical knowledge, which no other company has invested the significant resources into bringing NiMH technology into the solar lighting marketplace.

Fonroche has built the largest, solar lighting specific test laboratory in the World. Fonroche is the only manufacturer doing in-depth solar lighting battery life duration tests, analyzing depth of discharge, current rate, and temperature. These extensive tests are necessary to quantify battery durability and longevity in different conditions.

Fonroche is the only manufacturer completing in-depth validation on all the following sub-components: solar panel performance, mechanical design, transportation, telecommunication.

Fonroche is the only manufacturer using LoRa telecommunications in solar lighting, with 110,000 individual lights connected, all sending 7 million messages per day, allowing for continuous real time feedback and improvements in all climates, while having customer facing portal infrastructure monitoring.

Technical details supporting these topics and more are enclosed in the attached technical file.

If you desire additional information, please do not hesitate to contact me at 316-554-4180 at any time. Thank you for your interest in our systems.

Respectfully,

Hocine Benaoum

CEO, Fonroche Lighting America

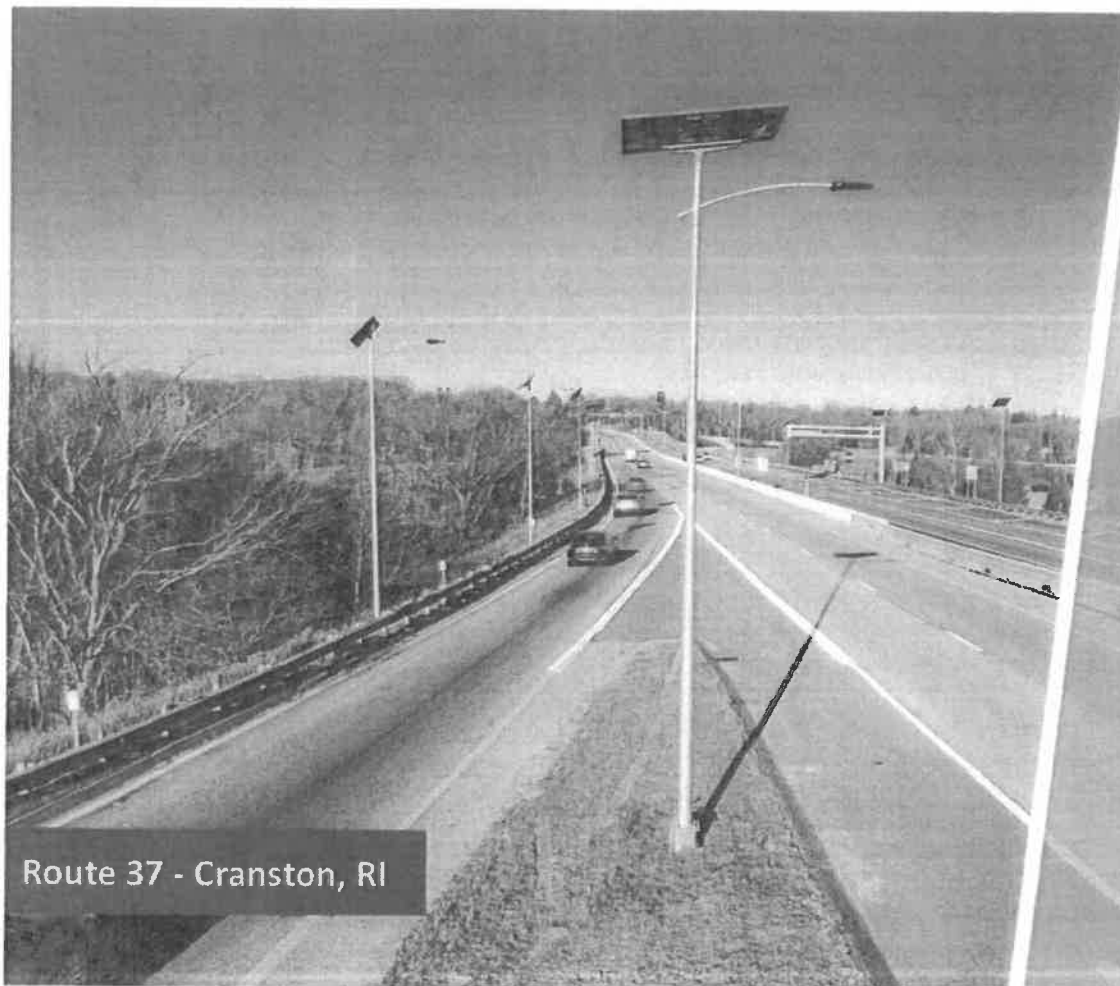
IS THE NEW STANDARD



APPLICATION DESIGN

Windsor Spring Road

Augusta, GA



Route 37 - Cranston, RI

Project Number:

G7653

Date:

3/19/2024

Written by:

Michael ZERMANI

Version :

A

The global leader in solar lighting

Fonroche Lighting America is proud to be part of Fonroche Lighting, the global leader in off-grid solar street lighting. The deep resources and broader scope of an established market leader lets us take solar lighting even further, from the State Treasury in Salem, Oregon to the West African Republic of Senegal. Over 150,000 Fonroche SmartLight systems have been deployed worldwide.

With five offices in the USA and installations across the country, Fonroche is never far away. Some solution providers enter the solar lighting market—then move on. We're a reliable partner that sticks around. You get the responsive support and smart answers that you need now—and the confidence that we'll be here for you far in the future. And we can take on projects of any size, from local to national. That's why so many municipalities, military and federal facilities, tribes, commercial properties, and developers trust us to deliver the full promise of solar lighting.



FONROCHE
lighting AMERICA



The **3** key benefits for your project

- OFF-GRID

100% solar, not connected to the utility grid. No outages.
365 nights of light a year – guaranteed.

- POWERFUL

Powerful illumination, on a par with grid-connected systems.

- COST-EFFICIENT

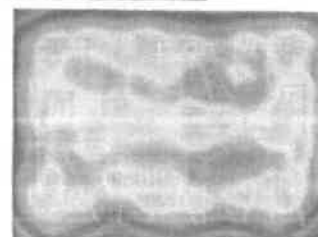
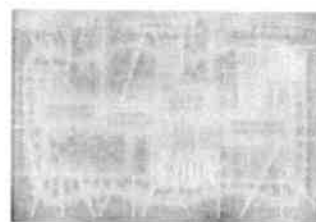
No maintenance for the first 10 years.
Rapid installation. No operating costs.

Feasibility of your solar lighting project

To guarantee powerful, cost-effective off-grid lighting, Fonroche operates its own **design offices**.

We assess the feasibility of each project in four stages:

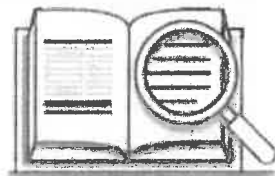
1. First, we define your **lighting requirements**.
2. Next, we analyze the last 10 years of **local weather data** to determine how much energy our PV panels will generate.
3. On this basis, we **calculate** what size and how many products we need to install.
4. Finally, our sales team draws up a **cost estimate**.



Rightsized to your specific needs



1 Project = 1 Study



1



10-Year Analysis of local weather data

We use the **PVsyst** software suite and **Meteonorm** historical time series irradiation data to calculate the real-world operating conditions — orientation and tilt angle of the panel, shadow, etc. — and external parameters, such as direct and diffuse irradiation, temperature and the solar calendar.

2



Simulation of product(s) over a typical year

Our teams have developed a solar sizing software application, which we use to determine which products will best meet your needs. We then simulate how these products operate over a typical year, based on the average conditions for the last decade.

3



Sizing the project to your needs

We use a set of key criteria to optimally specify your project:

- Average battery charge level over the year
- Minimum charge level
- Comparative analysis of energy generated by the panel vs. energy used by the system
- Worst-case scenario (lowest irradiation, longest night)

4



Results

Based on our experience, we propose the **optimal solution** in terms of lighting performance and cost effectiveness.

Autonomy of

365

nights of lighting / year

Analyzing your lighting project



Your Project location



Augusta, GA

USA

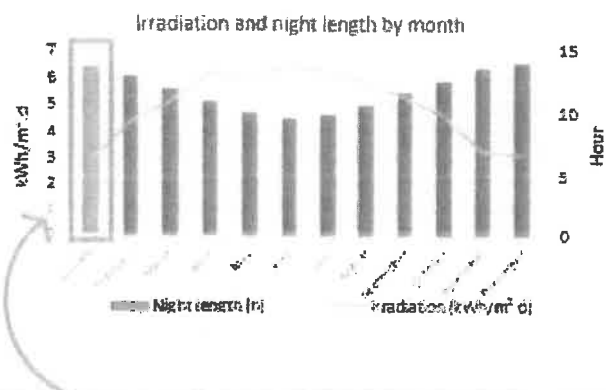
GPS COORDINATES

Latitude: 33.4735

Longitude: -82.0105

Your Solar Potential

We have analyzed the weather data for the last 10 years at your project location so that we can guarantee constant lighting every night of the year.



Average annual irradiation : 4.93kWh/m².d

Sizing takes account of the month with the lowest irradiation and the longest night.

Your Lighting Application

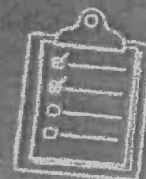


Roadway

Compliance with public lighting standards

Your project has been designed in compliance with:

- AASHTO standard



Our technical proposal



SMARTLIGHT SYSTEM CONFIGURATION



Non pro-rated

Project-Specific System Specifications

PHOTOVOLTAIC MODULE

PV panel power rating 310 Wp

PV panel tilt angle 10°



POWER 365: SMART STORAGE AND MANAGEMENT

Battery capacity (Must be NiMH) 1248 Wh



LED LIGHT UNIT

Lighting power 40 W nominal

LED light unit specification 4000K - 187 Lm/w



POLE & CROSSPIECE

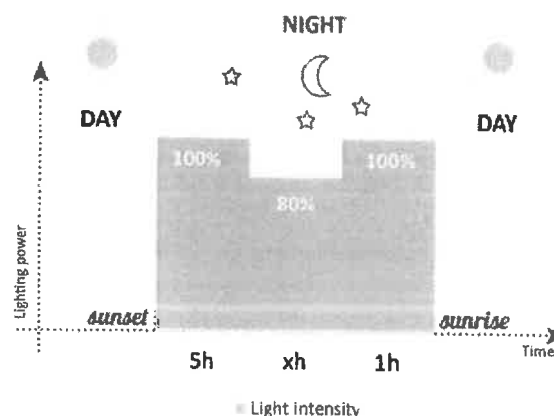
Pole height 25'

Protective treatment Powder Coated

POWER 365



Chosen lighting profile for your project



Photometric survey results



Zone	Average lighting level (fc)	Minimum	Uniformity (Avg/Min)	Spacing	Quantity
Intersection Area	0.54	0.1	5.40	200' straight line	42
Split	0.55	0.1	5.50		
TOTAL					42

Design targets: 200' spacing. Opposite pole arrangement before split, staggered after split.

Eco-friendly lighting

Choose Fonroche — and we will reduce your environmental footprint.

A standard streetlight consumes in average 80 W during 4200 h per year which represents $0.08 \times 4200 \times$ number of solar streetlight = X kWh of energy saving.

Once installed, solar lighting reduces
CO₂ emissions by 1kWh = 0.99 lbs CO₂
 compared to a grid-connected installation. (<https://www.eia.gov/>)



Recycling our components

Long product service life and component recyclability are key aspects of Fonroche Lighting's environmental commitments. Our solar streetlights are over 90% recyclable.

Unlike lead-acid batteries, **NIMH batteries** do not contain any toxic chemicals. They are 98% recyclable — the nickel is extracted and used to make various materials, mostly stainless steel.

The **solar panels** have an extremely long service life. Even after 25 years, they will still be producing at least 80% of their initial peak power. So they can continue to be used. Alternatively, about 96% of their component materials can be recycled to make new panels.

PHOTOMETRIC STUDY

**Note: these results are only valid if the Smartlight PV panel is at an azimuth angle of zero degrees and is completely free of shadow.*

***These results are subject to change due to technological or regulatory advances. This technical report is valid for 60 days from the date you receive it.*

Windsor Spring Road

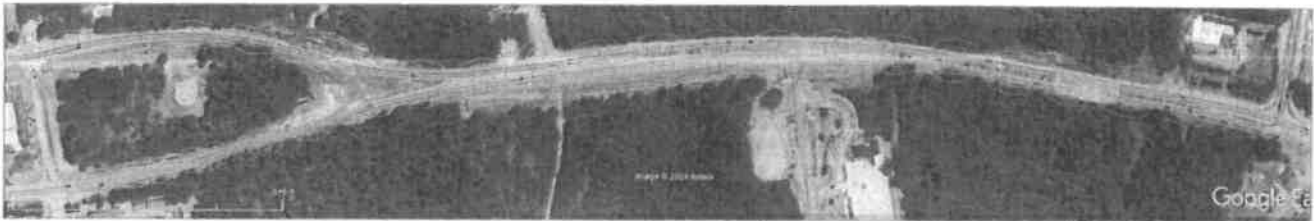


FONROCHE
lighting AMERICA

Lighting Plan Rev A
Project Number: G7653

By: Michael Zermani
michael.zermani@fonroche.us
Date:3/19/2024

4900 David Strickland Road
Forest Hill, TX 76119
Phone Number: (339) 225 4530
www.fonrochesolarlighting.com



Luminaire Schedule				
Symbol	Qty	Label	Arrangement	Total Lamp Lumens
	41	T3-CK16B-4000K-38W	SINGLE	7106
	1	T4-CK16B-4000K-38W	SINGLE	6840

Windsor Spring Road

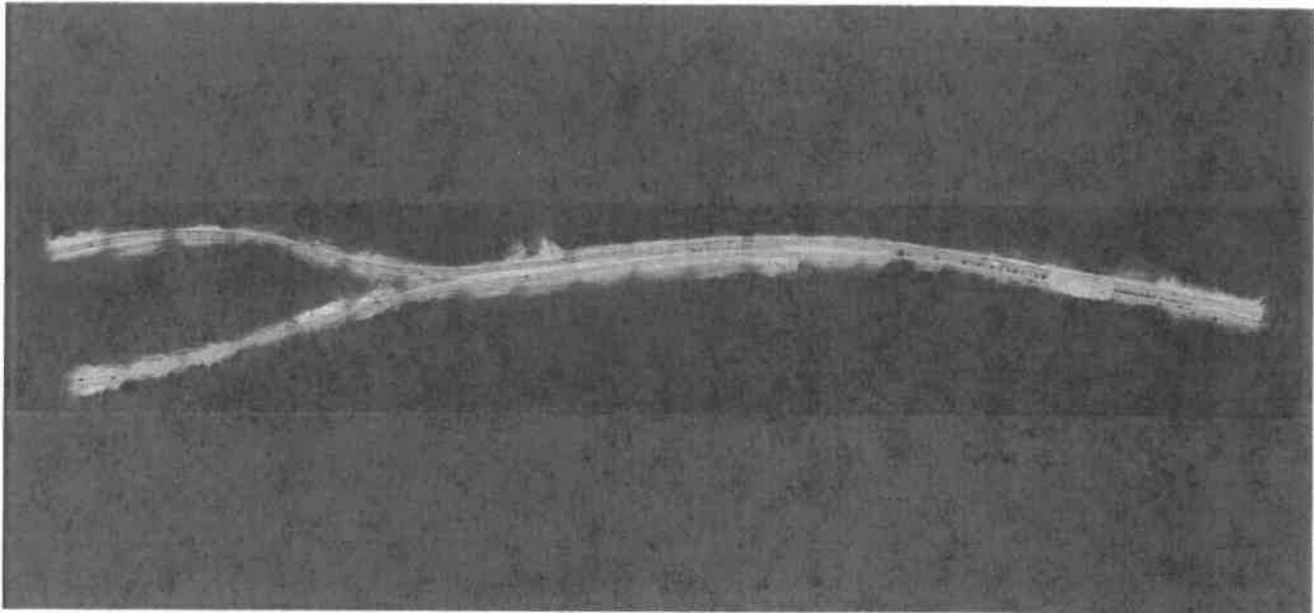


FONROCHE
lighting AMERICA

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Windsor Spring Road

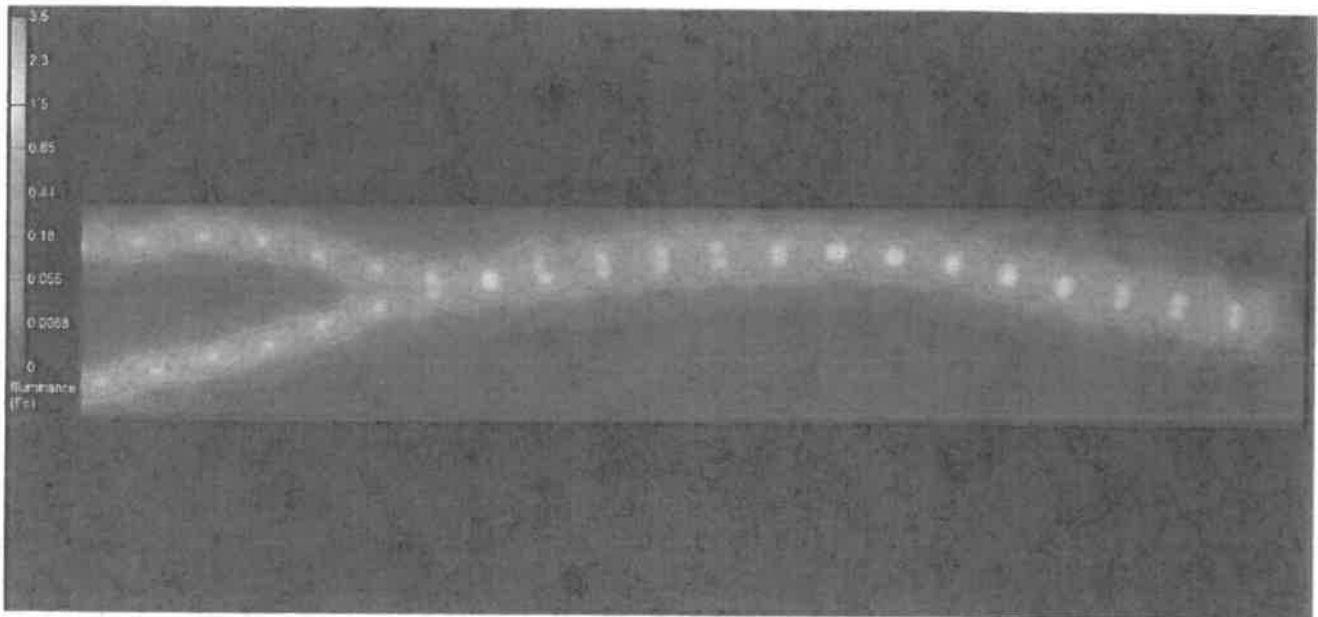


FONROCHE
lighting AMERICA

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By: Michael Zermani
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Date: 3/19/2024

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Phone Number: (339) 225 4530
www.fonrochesolarlighting.com



Windsor Spring Road - Intersection

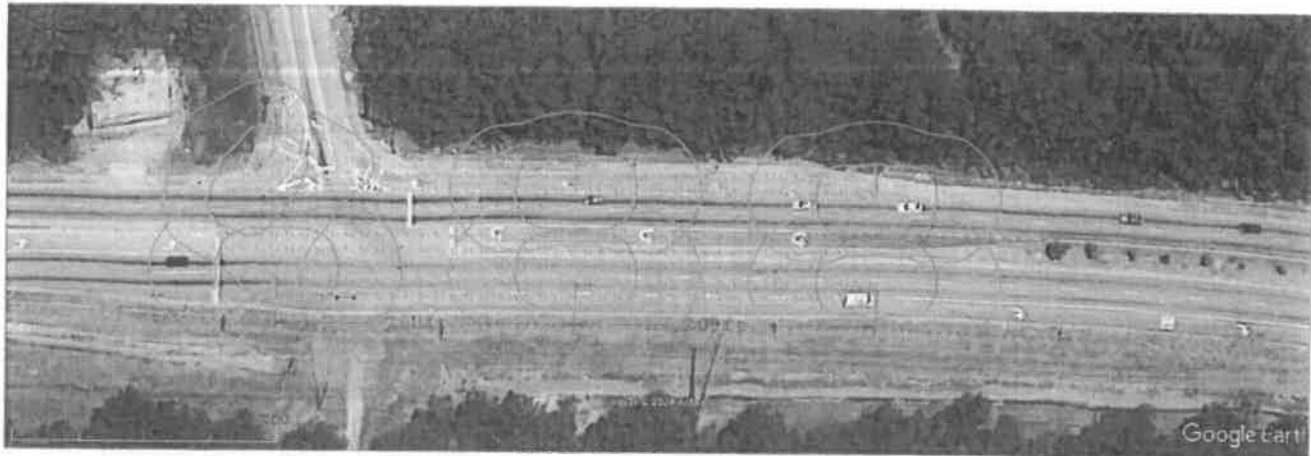


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By: Michael Zermani
michael.zermani@fonroche.us
Date: 3/19/2024



Luminaire Schedule				
Symbol	Qty	Label	Arrangement	Total Lamp Lumens
	1	T4-CK16B-4000K-38W	SINGLE	6840
	5	T3-CK16B-4000K-38W	SINGLE	7106

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Intersection Area	Illuminance	Fc	0.64	1.9	0.1	5.40	19.00

Windsor Spring Road - Intersection

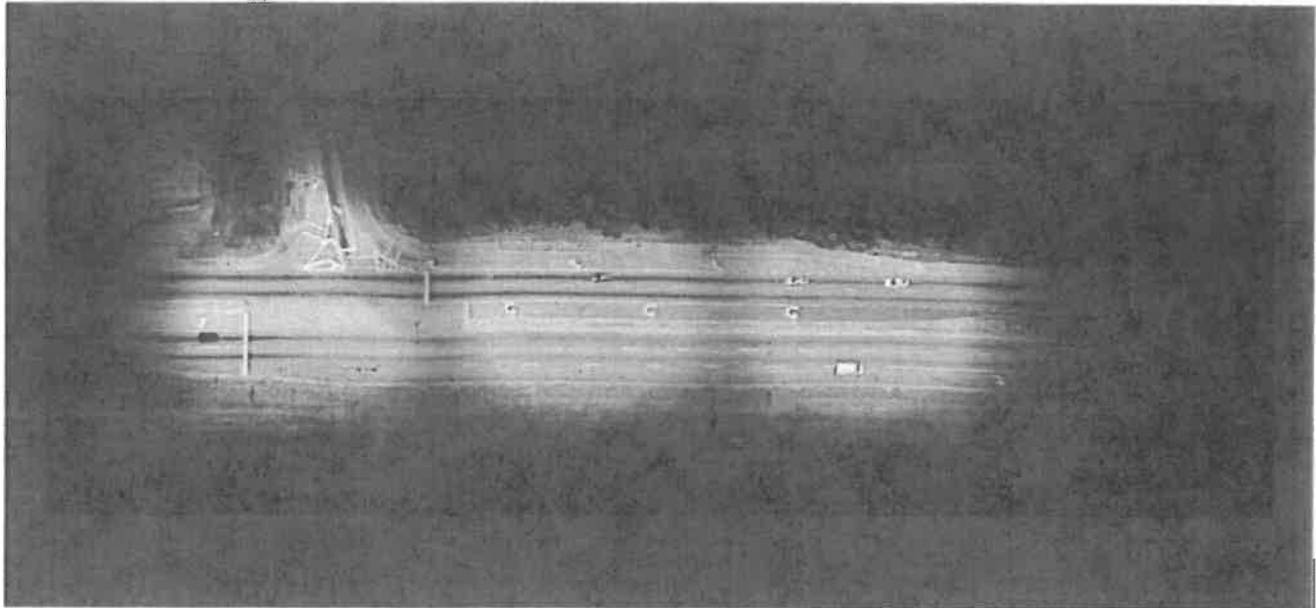


FONROCHE
lighting AMERICA

Lighting Plan Rev A
Project Number: G7653

By: Michael Zermani
michael.zermani@fonroche.us
Date: 3/19/2024

4900 David Strickland Road
Forest Hill, TX 76119
Phone Number: (339) 225 4530
www.fonrochesolarlighting.com



Windsor Spring Road - Intersection

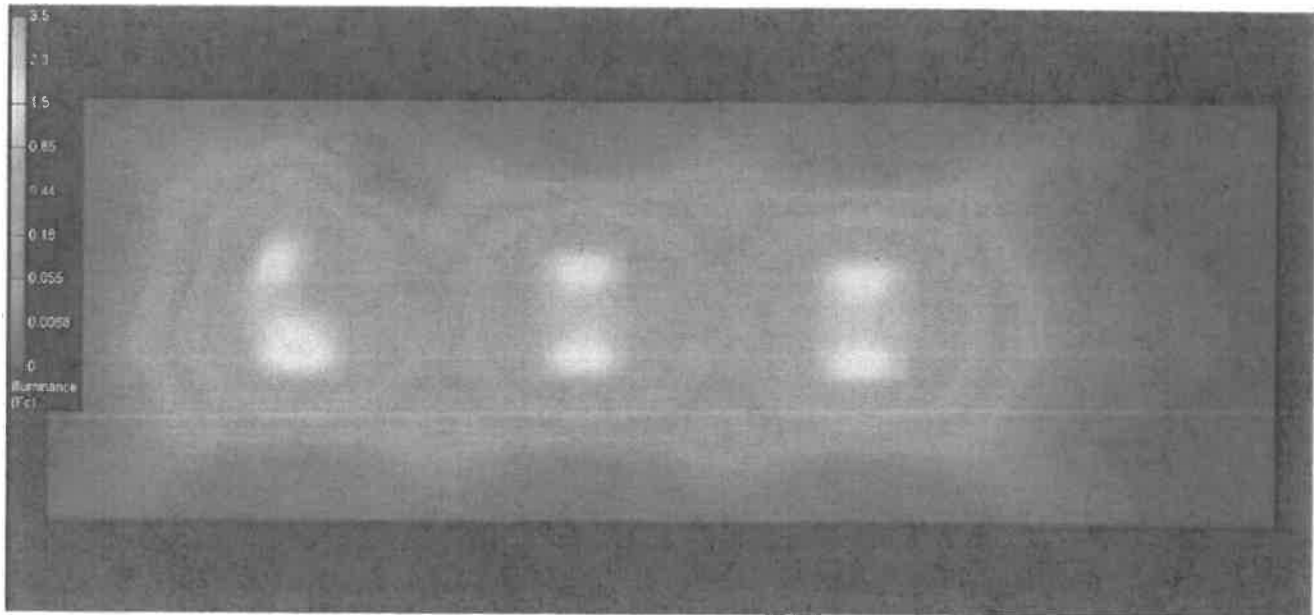


FONROCHE
Lighting AMERICA

Lighting Plan Rev A
Project Number: G7653

By: Michael Zermani
michael.zermani@fonroche.us
Date: 3/19/2024

4900 David Strickland Road
Forest Hill, TX 76119
Phone Number: (339) 225 4530
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Windsor Spring Road - Split



FONROCHE
lighting AMERICA

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Luminaire Schedule				
Symbol	Qty	Label	Arrangement	Total Lamp Lumens
	3	T3-CK16B-4000K-38W	SINGLE	7106

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Split	Illuminance	Fc	0.55	1.8	0.1	5.50	18.00

Windsor Spring Road - Split

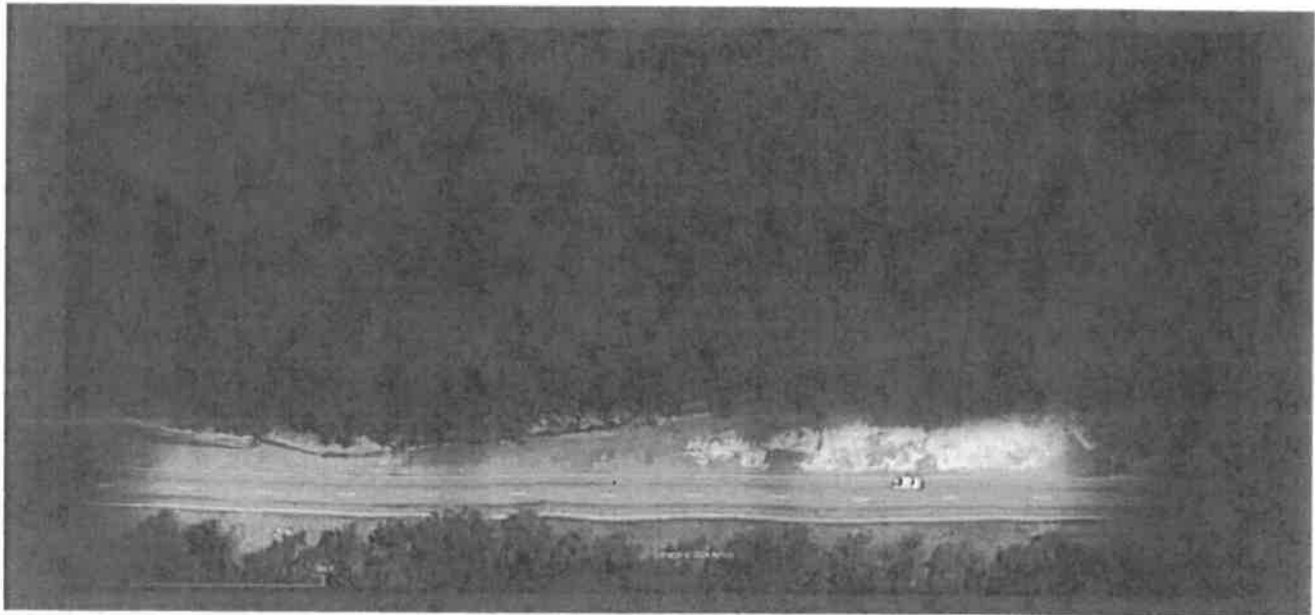
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Windsor Spring Road - Split

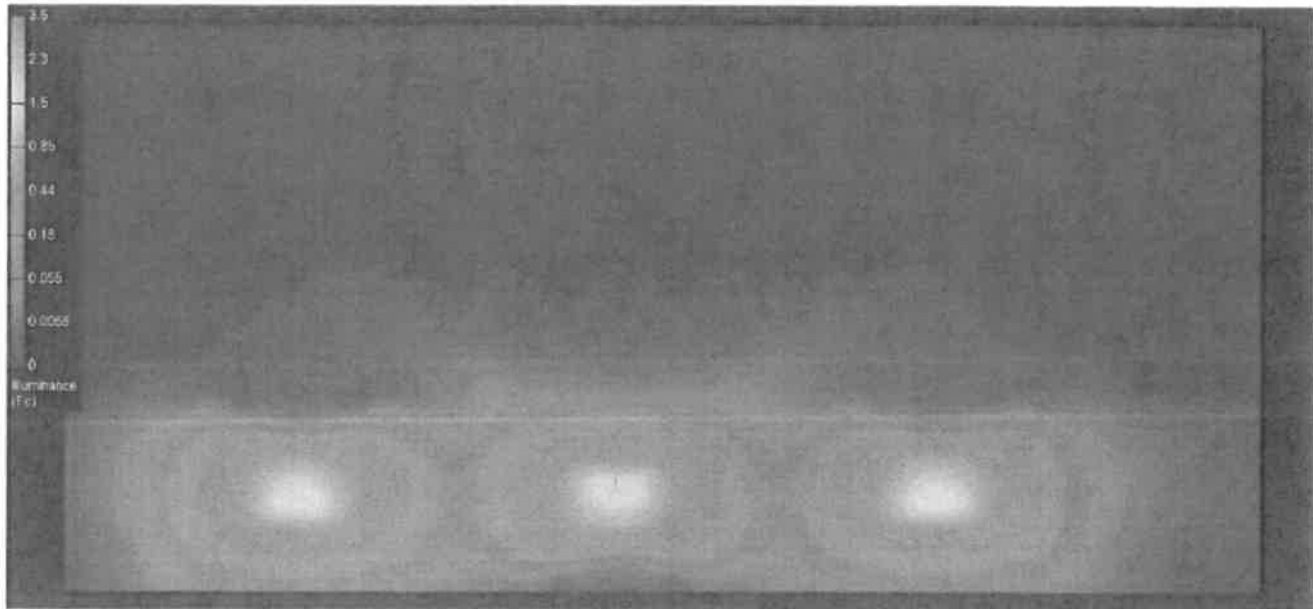


FONROCHE
lighting AMERICA

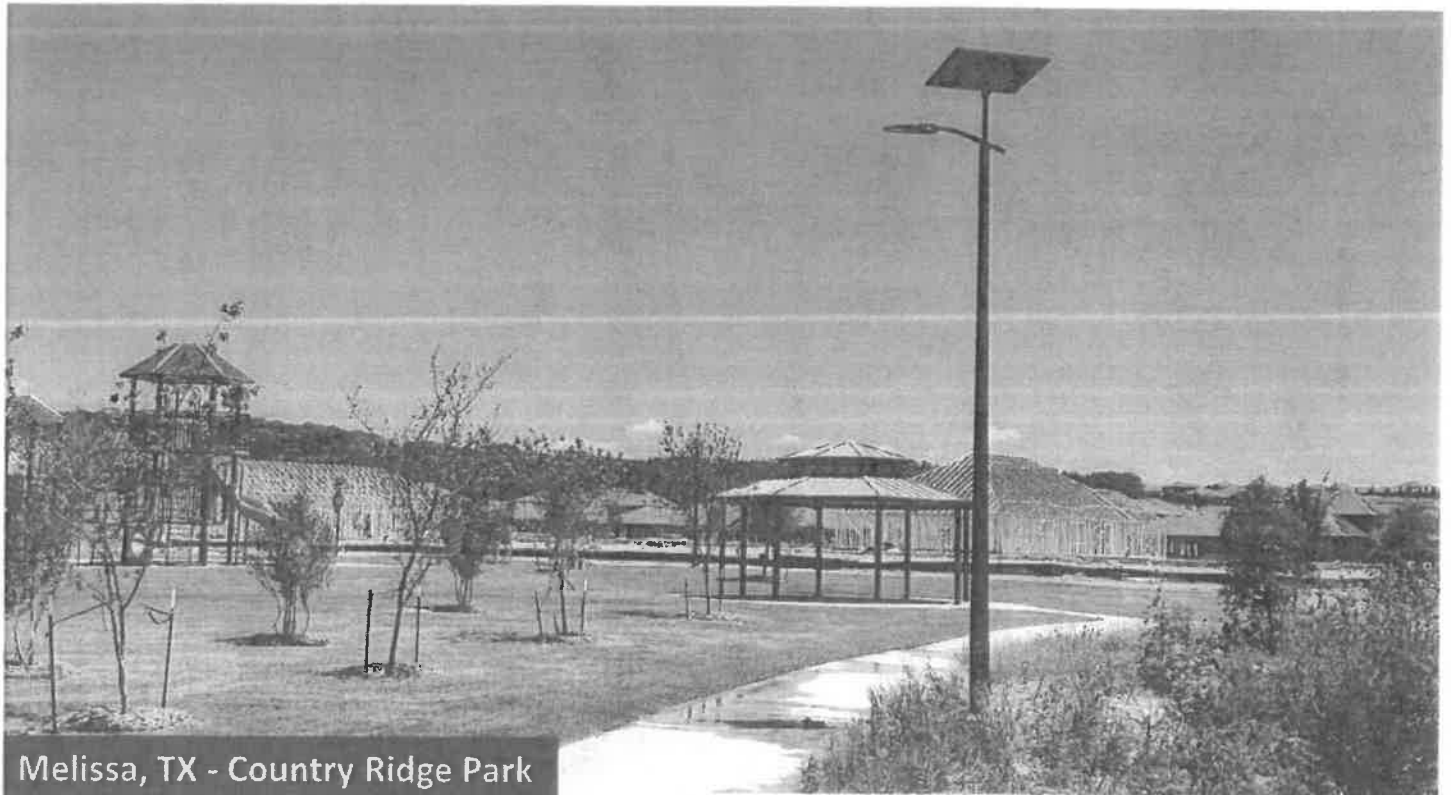
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www.fonrochesolarlighting.com



A few examples



Melissa, TX - Country Ridge Park



Fort Worth, TX



Brushy Creek - Cedar Park TX



Marana, AZ



Solar lighting

Your commitment to sustainability

Contact us

Michael Montenaro

Regional Manager

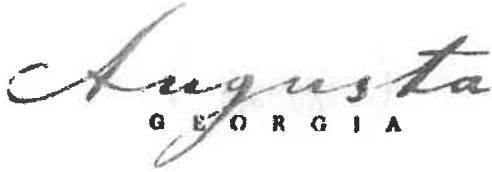
P: (339) 225-4530 x217

E: michael.montenaro@fonroche.us

FIND OUT MORE AT

www.FonrocheSolarLighting.com

FONROCHE LIGHTING AMERICA | 4900 David Strickland Road
Forest Hill, TX 76119 | USA
Telephone : 339-225-4530

**Office of the Administrator**

Takiyah A. Douse
Interim Administrator

September 5, 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 Tuesday, September 5, 2023, the Augusta, Georgia Commission, acted on the following items:

18. Approved funding in the amount of \$1,283,905.00 for Atlas Technical Consultants LLC (Atlas) Supplemental Agreement #1 for Task Order Two (TO2) for Willis Foreman Road Improvements Project Right of Way Acquisition under On-Call Property Appraisal and Acquisition for Augusta Engineering contract. Requested by Engineering. RFP 22-147 – 23ENG146

19. Authorized and approved construction of street lights for Windsor Spring Road Corridor between Meadowbrook Dr. & Crosscreek Rd. Also, approve and authorize allocating \$600,000 from Street Lighting Program ARPA designated funds to the streetlights construction.

If you have any questions, please contact me.

In Service,

A handwritten signature in dark ink, appearing to read "T. Douse".

Takiyah A. Douse, Interim Administrator

TAD/nd



Commission Meeting

June 4, 2024

Pole Installation for Street Lighting along Windsor Springs

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve the sole source purchase of the installation of the poles for streetlights to be placed along Windsor Spring between Meadowbrook Dr. and Crosscreek Rd. (Approved by Engineering Services Committee May 28, 2024)
Background:	On September 5, 2023, the Augusta Commission directed the Augusta Engineering Department to install street lighting along Windsor Springs Road between Meadowbrook Dr. and Crosscreek Rd with a budget not to exceed \$600,000. After reviewing multiple options, it was determined that solar street lighting would best serve the needs of commuters in this area for the money allocated. This will require a contractor for the installation of the poles on Windsor Spring.
Analysis:	The Augusta Engineering Department reviewed many different types of solar lighting available and selected a vendor. After the street lighting poles are delivered, a contractor is needed for installation. It takes a specialized group of individuals and equipment to properly install tall poles safely. VM Ventures, Inc is the only company in this area that has the ability to install these types of poles safely and correctly in the public roadway. This sole source procurement will allow the Augusta Engineering Department to contract WM Ventures for pole installation.
Financial Impact:	Adequate funds are available, and an expenditure of this amount will leave funding for other uses.
Alternatives:	Do not approve the sole source funding request.
Recommendation:	Approve the sole source purchase order request from WM Ventures, Inc. in the amount of \$41,980.61.
Funds are available in the following accounts:	(\$41,980.61) 230041610-54.14410 – ARPA Streetlight funds
<u>REVIEWED AND APPROVED BY:</u>	HM/SR




ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Ms Geri Sams – Procurement Director

FROM:  Hameed Malik, P.E., Ph D., Engineering Director

DATE: May 15, 2024

SUBJECT: Street Light Pole Installation

In September 2023, the Augusta Commission approved the installation of street lighting along Windsor Springs Road between MeadowBrooke Dr. and Crosscreek Rd. After the street lighting poles are delivered, the Augusta Engineering Department will need a contractor to install them. It takes a specialized group of individuals and equipment to properly install tall poles safely. WM Ventures, Inc. is the only company in this area that has the ability to install these types of poles safely and correctly in the public roadway. Their services are utilized by Georgia DOT, the Augusta Engineering Department, Columbia County, Georgia Power, and other nearby agencies and utility companies.

WM Ventures, Inc. is located in Marrow, Georgia and headquartered at 7175 Jonesboro Road, 30260. WM Ventures provides services throughout Georgia and the Southwest. Funding is available through American Rescue Act funds.

JU/SR

cc: File



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: WM Ventures E-Verify Number: 566603

Commodity: Install Street Light Poles

Estimated annual expenditure for the above commodity or service: \$ 41,980.61

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

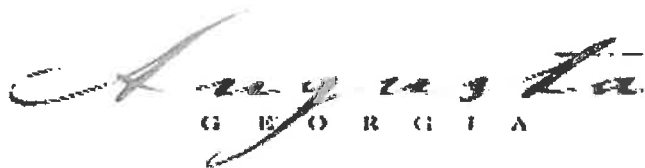
Name: Hameed Malik Department: AE&ESD Date: 5/15/24

Department Head Signature:  Date: 5/21/24

Approval Authority:  Date: 5/21/24

Administrator Approval: (required – not required) Date: _____

COMMENTS:




ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Ms Geri Sams – Procurement Director

FROM:  Hameed Malik, P.E., Ph D., Engineering Director

DATE: May 15, 2024

SUBJECT: Street Light Pole Installation

In September 2023, the Augusta Commission approved the installation of street lighting along Windsor Springs Road between MeadowBrooke Dr. and Crosscreek Rd. After the street lighting poles are delivered, the Augusta Engineering Department will need a contractor to install them. It takes a specialized group of individuals and equipment to properly install tall poles safely. WM Ventures, Inc. is the only company in this area that has the ability to install these types of poles safely and correctly in the public roadway. Their services are utilized by Georgia DOT, the Augusta Engineering Department, Columbia County, Georgia Power, and other nearby agencies and utility companies.

WM Ventures, Inc. is located in Marrow, Georgia and headquartered at 7175 Jonesboro Road, 30260. WM Ventures provides services throughout Georgia and the Southwest. Funding is available through American Rescue Act funds.

JU/SR

cc: File



7175 Jonesboro Road, Suite 200-B
Morrow, GA 30260
Tel: (770) 319-7461 Fax: (678) 519-4409
www.wmventuresinc.com

April 23, 2024

Chris Murray
Streetlight Operations Manager
Augusta Richmond County Traffic Engineering

Dear Mr. Murray

We are pleased to provide you with a quote for the installation of poles on Windsor Spring, as per your request. Our team has meticulously calculated the costs involved, considering various factors to ensure accuracy and competitiveness in pricing.

Scope of Work:

- Setting 42 plus poles on Windsor Spring
- Utilizing a 5-man crew and necessary equipment
- Traffic Control (\$6,600)
- 11.5 Tons of Gravel (\$473.11)

Hourly Rate: \$698.15

Total Cost \$41,980.61

Quote Per Pole:

In addition to our hourly rate, we are providing a quote per pole: **Cost per pole is \$999.54.**

Rationale:

Our hourly rate is competitive and reflective of the expertise, efficiency, and quality assurance we bring to every project. By employing our services, you will experience significant cost savings compared to alternative methods such as Hydrovac usage.

Special Considerations:


Given the proximity of underground utilities, we understand the importance of safety and precision in our operations. In cases where underground utilities are close, our team will resort to hand-digging methods to ensure minimal disruption and maximum safety.

This quote is inclusive of all necessary labor, equipment, and materials required to complete the installation of poles on Windsor Spring.

Please note that the total cost may vary based on any specific requirements or unforeseen circumstances encountered during the project. However, we assure you that we will communicate any adjustments transparently and work diligently to stay within the agreed budget and timeline.

We appreciate the opportunity to provide this quote and remain at your disposal for any further clarification or discussion regarding your project needs. Thank you for considering WM Ventures Inc. for this important undertaking.

Kindly,


Troy Braddy, Superintendent
WM Ventures Inc.
(706) 305-8455
troybraddy.wm@gmail.com



Commission Meeting

June 4, 2024

Purchase and Installation of Street Lighting along Wrightsboro Rd

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve the sole source purchase of new solar street lighting equipment to be placed along Wrightsboro Rd between North Leg Rd. and Highland Ave. (Approved by Engineering Services Committee May 28, 2024)
Background:	There is a major construction project coming soon to rebuild Wrightsboro Rd. between North Leg and Highland Ave. This is phase 2 of a previous project that rebuilt Wrightsboro Rd. between Barton Chapel and North Leg. Streetlighting is an important part of these proposed improvements. At the direction of the Augusta Commission, solar lighting was investigated and considered for this project.
Analysis:	The Augusta Engineering Department reviewed many different types of solar lighting available throughout the country. Fonroche Lighting America is the best product we discovered. This company has been in business for over a decade in both America and Europe. They include proprietary technology and materials in their products that no other solar street light manufacturer has. This sole source procurement will allow the Augusta Engineering Department to purchase the necessary solar street lighting materials for this project.
Financial Impact:	Adequate funds are available, and an expenditure of this amount will leave funding for other uses.
Alternatives:	Do not approve the sole source funding request.
Recommendation:	Approve the sole source purchase order request from Fonroche Lighting America in the amount of \$405,104.
Funds are available in the following accounts:	(\$405,104) 328041110-54.14410 - SPLOST 6 Recaptured funds
<u>REVIEWED AND APPROVED BY:</u>	HM/SR



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Fonroche Lighting America E-Verify Number: 1565390

Commodity: Solar Lighting Materials

Estimated annual expenditure for the above commodity or service: \$ 405,104

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- X 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

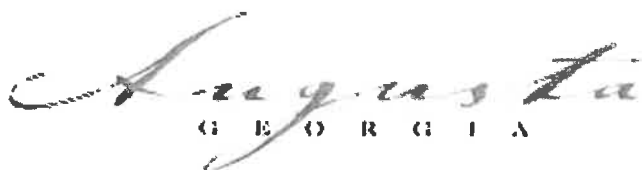
Name: Hameed Malik Department: AE&ESD Date: 5/15/24

Department Head Signature: [Signature] Date: 5/20/2024

Approval Authority: [Signature] Date: 5/28/24

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:




ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph.D, Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Geri Sams – Procurement Director

FROM:  Hameed Malik, PE, Ph. D, Director Augusta Engineering Department

DATE: May 15, 2024

SUBJECT: Purchase Solar Street Lighting Materials for Wrightsboro Rd

The Augusta Engineering Department is requesting the use of the sole source procurement process to acquire solar lighting materials to install along Wrightsboro Rd from Fonroche Lighting America.

Fonroche Lighting is the only product in this category that includes the necessary technology for Augusta to consider switching from traditional street lighting to solar powered street lighting. This product was demonstrated and reviewed in person in real life applications by AED staff. Fonroche is one of the few solar lighting companies that has longevity in this space. Their product incorporates proprietary technology such as solar panel and battery integration, use of NiMH batteries, and LoRa communications.

This sole source procurement will allow the Augusta Engineering Department to purchase the solar street lighting materials provided by Fonroche Lighting America in the amount of \$405,104.

JU/SR

cc: File



FONROCHE

lighting AMERICA

Item 21.

Fonroche Lighting America
4900 David Strickland Rd.
Forest Hill, TX 76119
(817) 516-2056

Opportunity Owner	Michael Montenaro	Quote Number	00082956
Payment Terms	50% deposit, 50% Net 30 from Ship Date-contingent on credit approval	Quote Name	G7454-AugustaGA-WrightsboroRd-RevC
Shipping Terms	Prices are FOB Origin	Quote Date	4/5/2024
		Quote Expiration Date	7/5/2024
		Est. Lead Time	12-14 Weeks

Notes to the customer: Panels require clear, unshaded solar access to the South.

Ship To Name: Augusta, GA
Ship To: United States

Beware of Fraud: Any advance payment request will only be made on the basis of a proforma invoice sent by Fonroche Lighting America.
Shipping estimated; final cost determined on day of shipping and added to invoice.

Fonroche Model Number	Fonroche Product Description	Price System	Quantity	Amount
[T54-CK16B-4K-T3] [P310F-4P]HW-MC Fixture Color: BK POLE: 25Ft. Round Tapered Pole-Direct Burial-1-6FT Arm -Arm Color: Black -Pole Color: BK	SmartLight Assembly with 1248Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 310W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 4K Color Temp.-Type 3 Fixture Color: BK - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 25Ft. Round Tapered Pole-Direct Burial-1-6FT Arm -Arm Color: Black -Pole Color is BK 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading Assumes little or no snow 10 Degrees Tilt 100% =38 Watts worst case conditions.T-PM: 5 hrs. @100% T-N (Balance of night) @80% T-AM: 1 hrs. @100%	USD 4,357	76.00	USD 331,132
[T54-CK16B-4K-T4] [P160F-2P]HW-MC Fixture Color: BK POLE: 14Ft. Round Tapered Pole-Direct Burial-1-4FT Arm -Arm Color: Black -Pole Color: BK	SmartLight Assembly with 624Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 1 x 160W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 4K Color Temp.-Type 4 Fixture Color: BK - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 14Ft. Round Tapered Pole-Direct Burial-1-4FT Arm -Arm Color: Black -Pole Color is BK 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading Assumes little or no snow 10 Degrees Tilt 100% =19 Watts worst case conditions.T-PM: 5 hrs. @100% T-N (Balance of night) @80% T-AM: 1 hrs. @100%	USD 2,882	16.00	USD 46,112
GATEWAY	Fonroche Connect Gateway - Requires 3G/4G	USD 5,320	1.00	USD 5,320

Total Line Items	USD 382,564
Shipping and Handling	USD 22,540
Quote Total	USD 405,104

200



FONROCHE
lighting AMERICA

Item 21.

Fonroche Lighting America
4900 David Strickland Rd.
Forest Hill, TX 76119
(817) 516-2056

This quotation is subject to the following terms and conditions

Seller's Terms and Conditions of Sale in effect on the date of this order shall apply to this quote and are hereby incorporated by reference. Seller's Terms and Conditions of Sale may be viewed at <https://www.fonrochesolarlighting.com/about-us/terms/>.

Pricing is based on Fonroche Lighting America's Standard Terms & Conditions and any additional terms stipulated herein. It is the Representative's responsibility to convey these terms to the customer. Without prior written approval from Fonroche Lighting America's Sales Director, any deviation from these terms may constitute a change in this pricing at the time of order. In the event that Fonroche Lighting America is unable to recoup the difference in pricing from the end customer, it may deduct the difference from the representative's commission.



FONROCHE
lighting AMERICA

Fonroche Lighting America
4900 David Strickland Rd
Forest Hill, TX 76119
339-225-4530
FonrocheSolarLighting.com

Item 21.

January 30, 2024

To whom it may concern:

Please find attached with this cover letter, technical data supporting Fonroche Lighting manufacturing of solar street lighting products, which are completely unique form any other, Worldwide

This product is purchased directly by institutions from Fonroche Lighting America, at the address listed above.

There are many types of battery technologies. In the attached document, you will find supporting technical data supporting Nickel Metal Hydride (NiMH) as superior in durability, cycle life, storage, transportation, and safety to other battery types. The attached technical document outlines how NiMH requires advanced engineering into battery management systems, and technical knowledge, which no other company has invested the significant resources into bringing NiMH technology into the solar lighting marketplace.

Fonroche has built the largest, solar lighting specific test laboratory in the World. Fonroche is the only manufacturer doing in-depth solar lighting battery life duration tests, analyzing depth of discharge, current rate, and temperature. These extensive tests are necessary to quantify battery durability and longevity in different conditions.

Fonroche is the only manufacturer completing in-depth validation on all the following sub-components: solar panel performance, mechanical design, transportation, telecommunication.

Fonroche is the only manufacturer using LoRa telecommunications in solar lighting, with 110,000 individual lights connected, all sending 7 million messages per day, allowing for continuous real time feedback and improvements in all climates, while having customer facing portal infrastructure monitoring.

Technical details supporting these topics and more are enclosed in the attached technical file.

If you desire additional information, please do not hesitate to contact me at 316-554-4180 at any time. Thank you for your interest in our systems.

Respectfully,

Hocine Benaoum

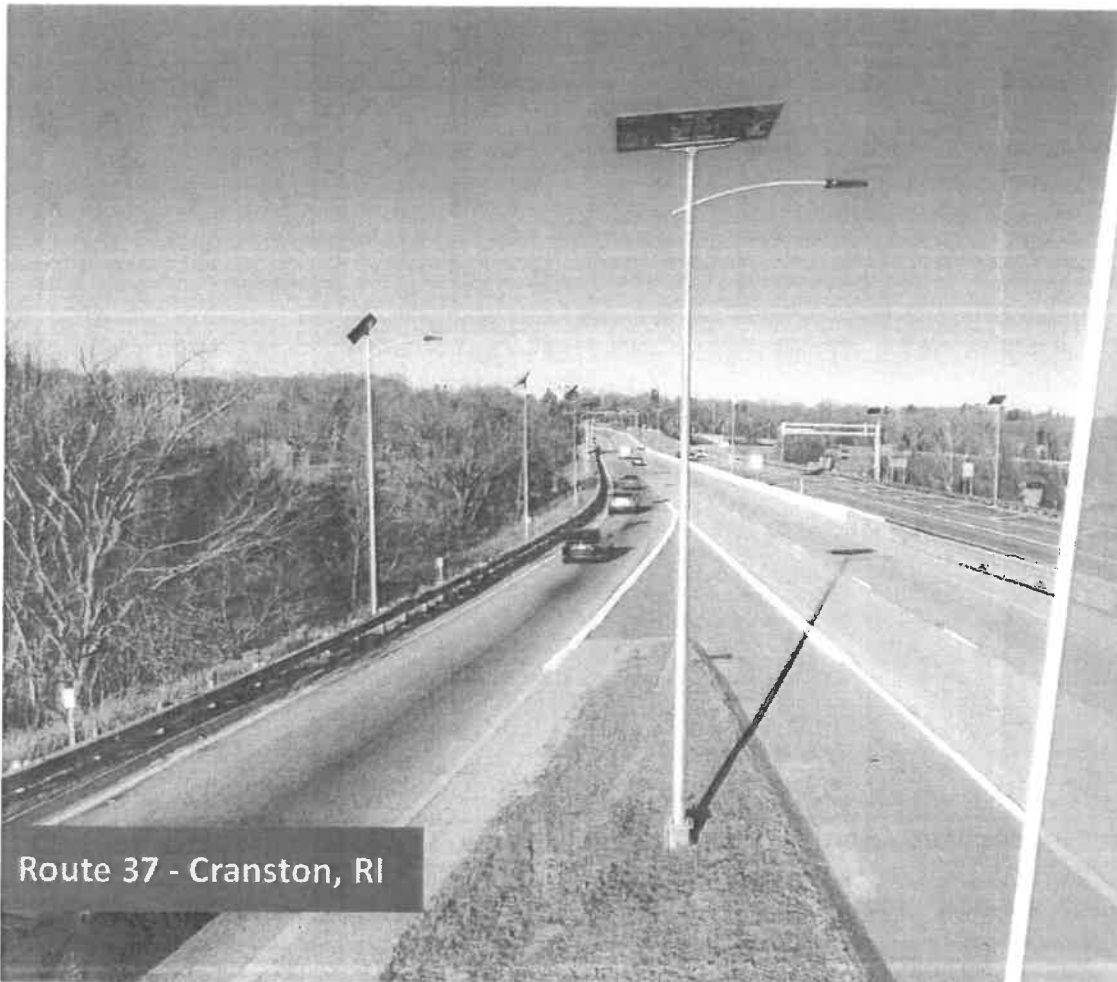
CEO, Fonroche Lighting America

IS THE NEW STANDARD



APPLICATION DESIGN

Wrightsboro Road Augusta, GA



Route 37 - Cranston, RI

Project Number:	<u>G7454</u>
Date:	4/4/2024
Written by:	Michael ZERMANI
Version :	C

The global leader in solar lighting

Fonroche Lighting America is proud to be part of Fonroche Lighting, the global leader in off-grid solar street lighting. The deep resources and broader scope of an established market leader lets us take solar lighting even further, from the State Treasury in Salem, Oregon to the West African Republic of Senegal. Over 150,000 Fonroche SmartLight systems have been deployed worldwide.

With five offices in the USA and installations across the country, Fonroche is never far away. Some solution providers enter the solar lighting market—then move on. We're a reliable partner that sticks around. You get the responsive support and smart answers that you need now—and the confidence that we'll be here for you far in the future. And we can take on projects of any size, from local to national. That's why so many municipalities, military and federal facilities, tribes, commercial properties, and developers trust us to deliver the full promise of solar lighting.



Olton City Park – Olton, TX



The **3** key benefits for your project

- OFF-GRID

100% solar, not connected to the utility grid. No outages.
365 nights of light a year – guaranteed.

- POWERFUL

Powerful illumination, on a par with grid-connected systems.

- COST-EFFICIENT

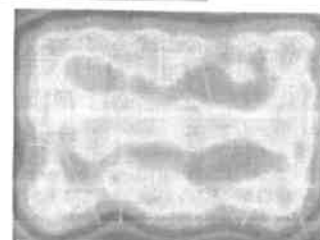
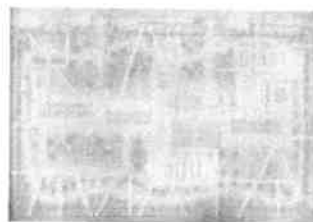
No maintenance for the first 10 years.
Rapid installation. No operating costs.

Feasibility of your solar lighting project

To guarantee powerful, cost-effective off-grid lighting, Fonroche operates its own **design offices**.

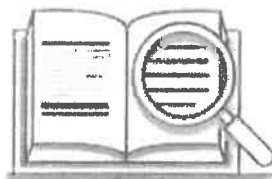
We assess the feasibility of each project in four stages:

- 1 First, we define your **lighting requirements**.
- 2 Next, we analyze the last 10 years of **local weather data** to determine how much energy our PV panels will generate.
- 3 On this basis, we **calculate** what size and how many products we need to install.
- 4 Finally, our sales team draws up a **cost estimate**.





1 Project = 1 Study



1



10-Year Analysis of local weather data

We use the **PVsyst** software suite and **Meteonorm** historical time series irradiation data to calculate the real-world operating conditions — orientation and tilt angle of the panel, shadow, etc. — and external parameters, such as direct and diffuse irradiation, temperature and the solar calendar.

2



Simulation of product(s) over a typical year

Our teams have developed a solar sizing software application, which we use to determine which products will best meet your needs. We then simulate how these products operate over a typical year, based on the average conditions for the last decade.

3



Sizing the project to your needs

We use a set of Key criteria to optimally specify your project:

- Average battery charge level over the year
- Minimum charge level
- Comparative analysis of energy generated by the panel vs. energy used by the system
- Worst-case scenario (lowest irradiation, longest night)

4



Results

Based on our experience, we propose the optimal solution in terms of lighting performance and cost effectiveness.

Autonomy of

365

nights of lighting /year

Analyzing your lighting project



FONROCHE
Lighting AMERICA

Your Project location



Augusta, GA

USA

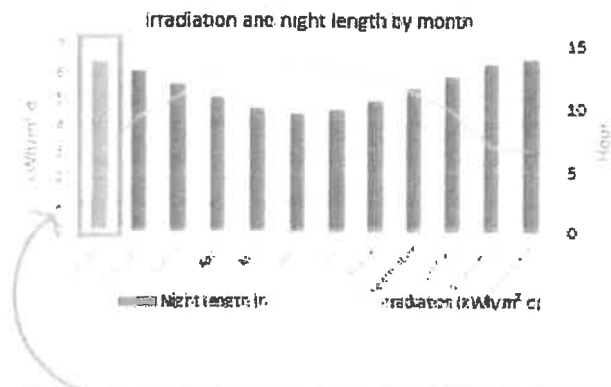
GPS COORDINATES

Latitude: 33.4735

Longitude: -82.0105

Your Solar Potential

We have analyzed the weather data for the last 10 years at your project location so that we can guarantee constant lighting every night of the year.



Average annual irradiation : 4.93kWh/m².d

Sizing takes account of the month with the lowest irradiation and the longest night.

Your Lighting Application



Roadway

Compliance with public lighting standards

Your project has been designed in compliance with:

- AASHTO standard



Our technical proposal



FONROCHE
lighting AMERICA

SMARTLIGHT SYSTEM CONFIGURATION – 25' Pole



Non pro-rated

Project-Specific System Specifications

PHOTOVOLTAIC MODULE

PV panel power rating	310 Wp
PV panel tilt angle	10°



POWER 365: SMART STORAGE AND MANAGEMENT

Battery capacity (Must be NiMH)	1248 Wh
------------------------------------	---------



LED LIGHT UNIT

Lighting power	40 W nominal
LED light unit specification	4000K - 187 Lm/w



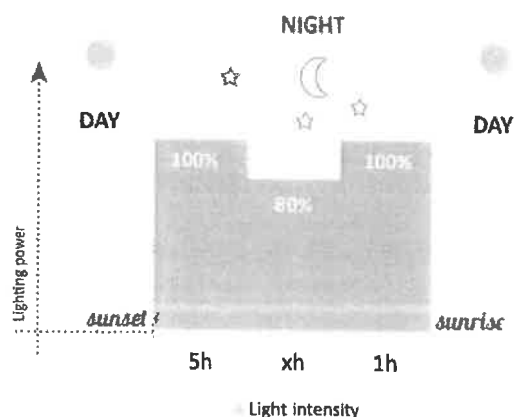
POLE & CROSSPIECE

Pole height	25'
Protective treatment	Powder Coated

POWER 365



Chosen lighting profile for your project



Our technical proposal



SMARTLIGHT SYSTEM CONFIGURATION – 14' Pole



Non pro-rated

Project-Specific System Specifications

PHOTOVOLTAIC MODULE

PV panel power rating 160 Wp

PV panel tilt angle 10°



POWER 365: SMART STORAGE AND MANAGEMENT

Battery capacity (Must be NiMH) 624 Wh



LED LIGHT UNIT

Lighting power 20 W nominal

LED light unit specification 4000K - 180 Lm/w



POLE & CROSSPIECE

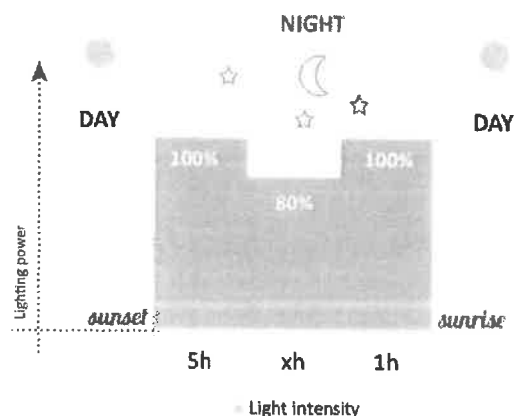
Pole height 14'

Protective treatment Powder Coated

POWER 365



Chosen lighting profile for your project



Photometric survey results



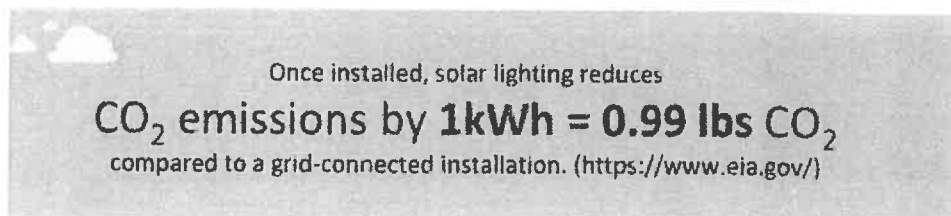
Zone	Average lighting level (fc)	Minimum	Uniformity (Avg/Min)	Spacing	Quantity
Wrightsboro Road – 25' pole	0.68	0.1	6.80	200' straight line typical	76
Wrightsboro Road – 14' pole	0.14	0.0	NA	200' straight line typical	16
TOTAL					92

Design targets: 200' spacing. Respace poles as little of possible in cases of obstructions. 25' poles on both sides of the road where allowed. 14' poles on one side of the road otherwise.

Eco-friendly lighting

Choose Fonroche — and we will reduce your environmental footprint.

A standard streetlight consumes in average 80 W during 4200 h per year which represents $0.08 \times 4200 \times$ number of solar streetlight = X kWh of energy saving.



Recycling our components

Long product service life and component recyclability are key aspects of Fonroche Lighting's environmental commitments. Our solar streetlights are over 90% recyclable.

Unlike lead-acid batteries, **NiMH batteries** do not contain any toxic chemicals. They are 98% recyclable — the nickel is extracted and used to make various materials, mostly stainless steel.

The **solar panels** have an extremely long service life. Even after 25 years, they will still be producing at least 80% of their initial peak power. So they can continue to be used. Alternatively, about 96% of their component materials can be recycled to make new panels.

PHOTOMETRIC STUDY

**Note: these results are only valid if the Smartlight PV panel is at an azimuth angle of zero degrees and is completely free of shadow.*

***These results are subject to change due to technological or regulatory advances. This technical report is valid for 60 days from the date you receive it.*

Wrightsboro Road - West



FONROCHE
lighting AMERICA

Lighting Plan Rev C
Project Number: G7454

By: Michael Zermani
michael.zermani@fonroche.us
Date: 4/4/2024

**4900 David Strickland Road
Forest Hill, TX 76119
Phone Number: (339) 225 4530
www.fonrochesolarlighting.com**



Symbol	Qty	Label	Arrangement	Total Lamp Lumens
54		T3-CK16B-4000K-38W	SINGLE	7106

Wrightsboro Road - West

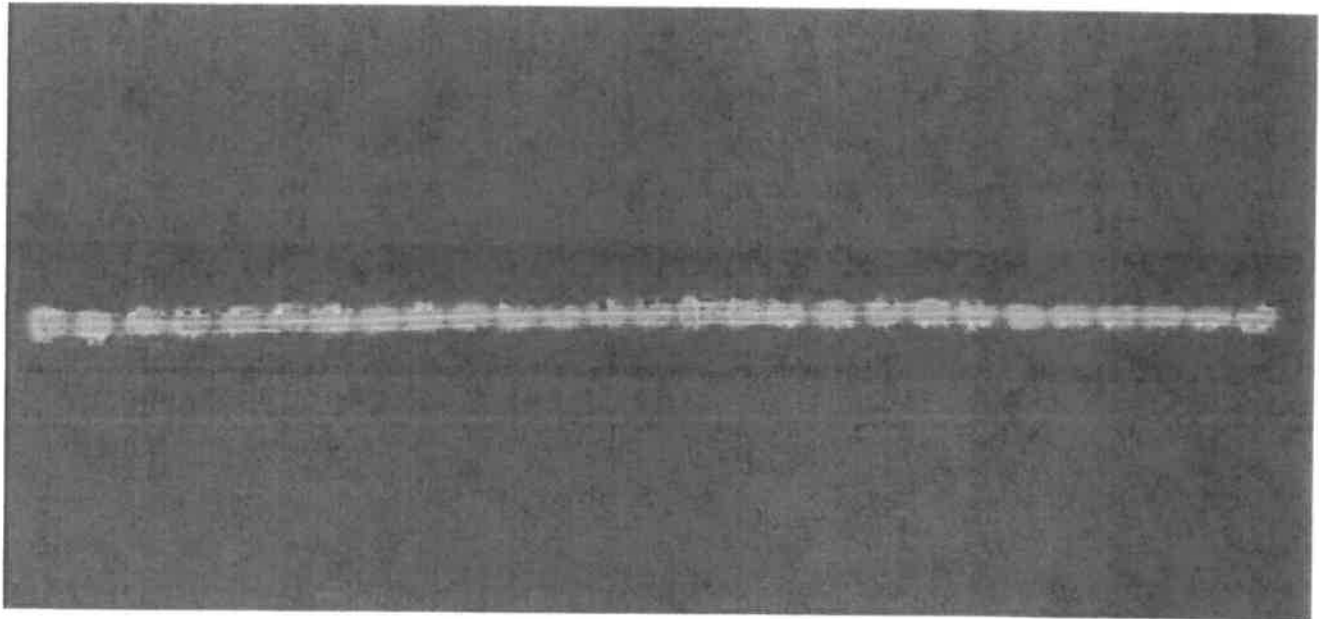
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Wrightsboro Road - West

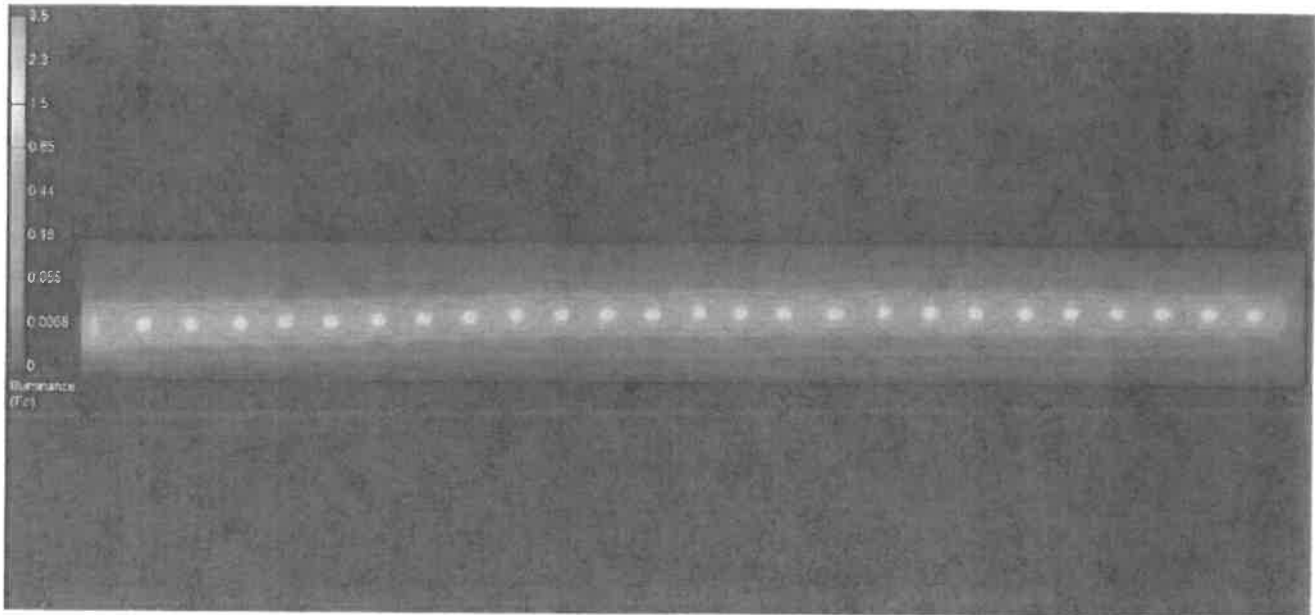
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Wrightsboro Road - East



FONROCHE
LIGHTING AMERICA

Lighting Plan Rev A
Project Number: G7454

By: Michael Zermani
michael.zermani@fonroche.us
Date: 4/4/2024

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Luminaire Schedule

Symbol	Qty	Label	Arrangement	Total Lamp Lumens
	22	T3-CK16B-4000K-38W	SINGLE	7106
	16	T4-CK16B-4000K-19W	SINGLE	3420

Wrightsboro Road - East

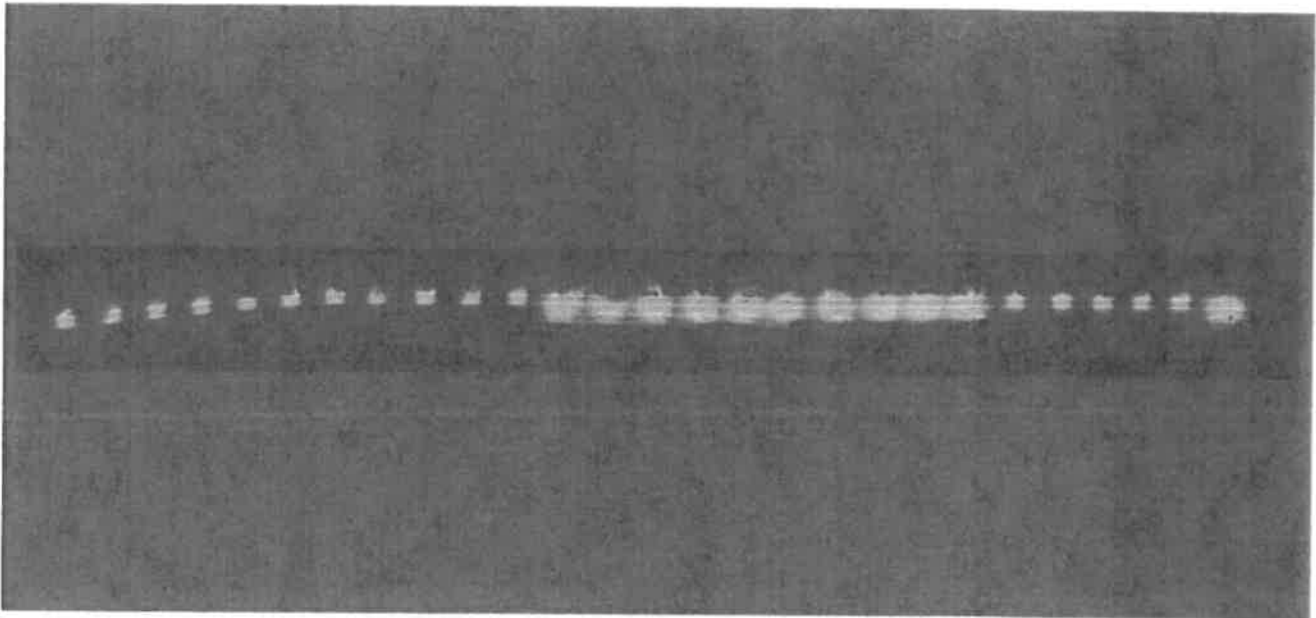
Lighting Plan Rev A
Project Number: G7454

By: Michael Zermani
michael.zermani@fonroche.us
Date: 4/4/2024



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Wrightsboro Road - East

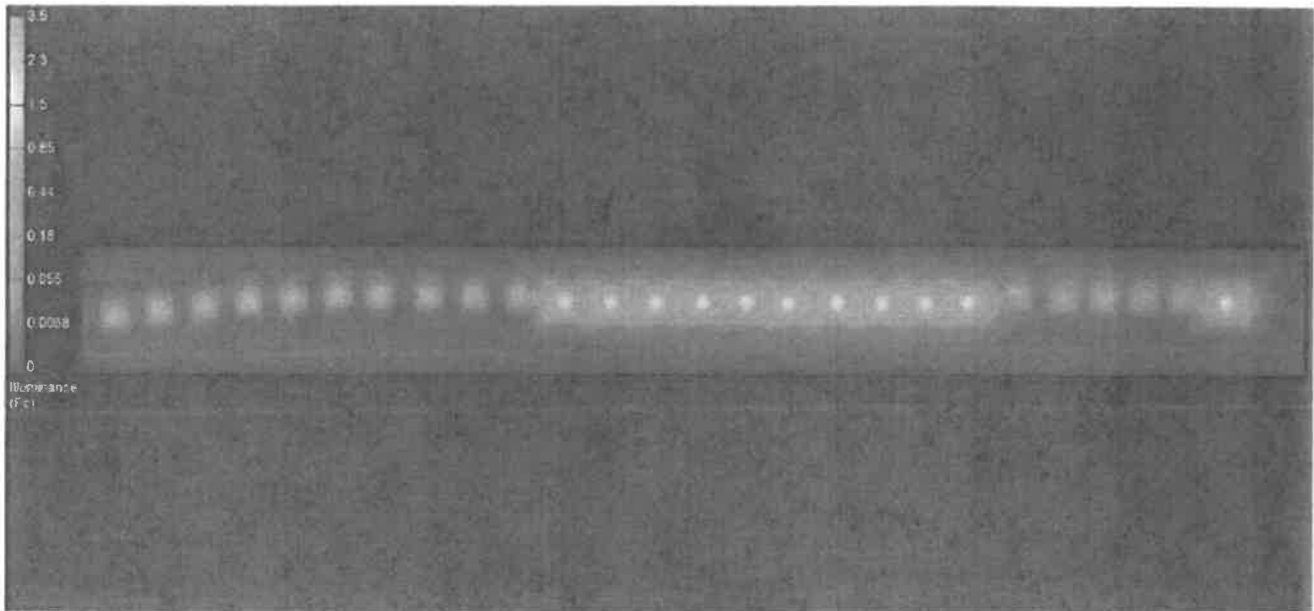
Lighting Plan Rev A
Project Number: G7454

By: Michael Zermani
michael.zermani@fonroche.us
Date: 4/4/2024



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Wrightsboro Road - 38W - 2 sides

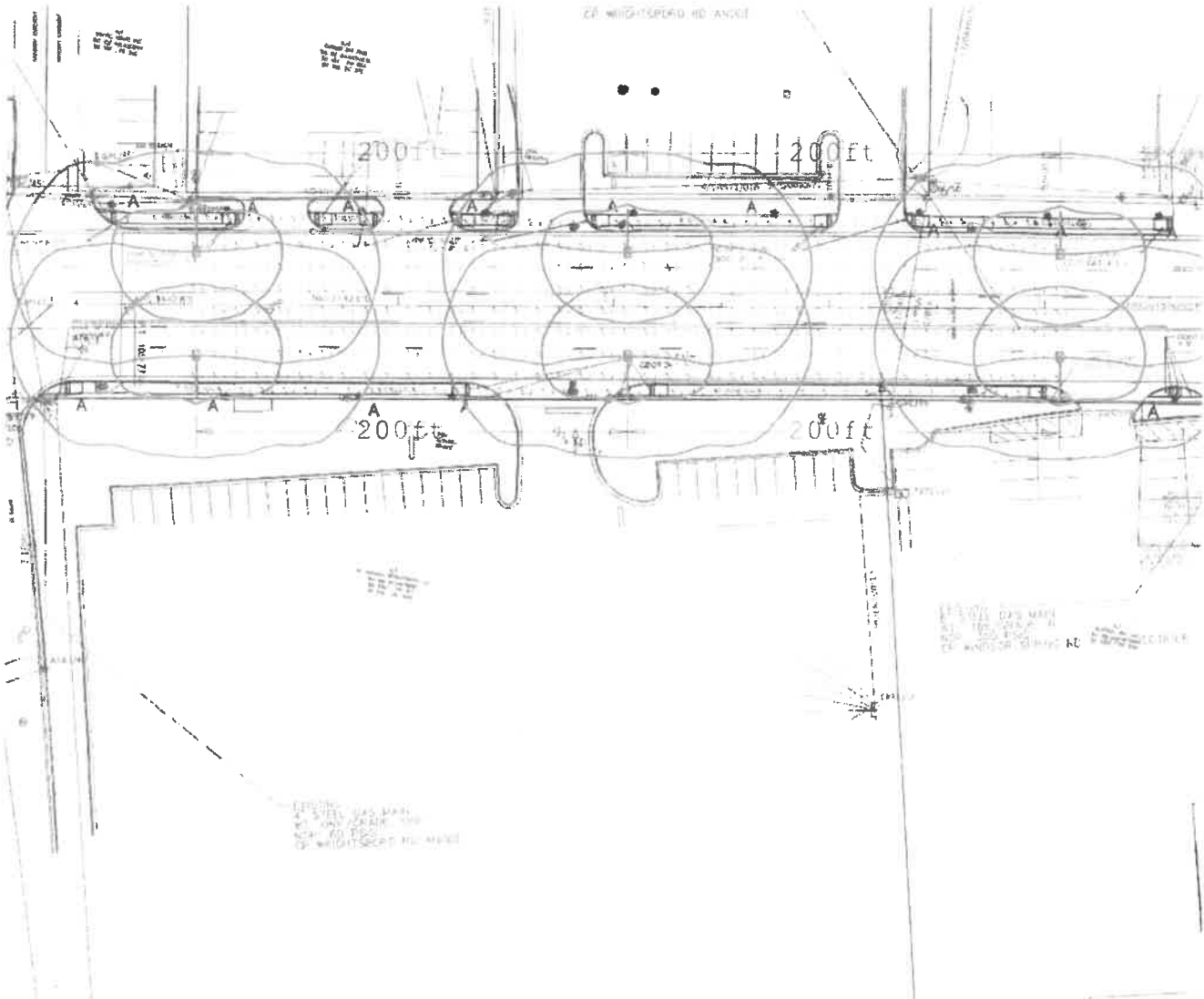


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Lighting Plan Rev C
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Luminaire Schedule

Symbol	Qty	Label	Arrangement	Total Lamp Lumens
	6	T3-CK16B-4000K-38W	SINGLE	7106

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
N Sidewalk	Illuminance	Fc	0.38	0.7	0.1	3.80	7.00
Road	Illuminance	Fc	0.68	1.7	0.1	6.80	17.00
S Sidewalk	Illuminance	Fc	0.37	0.7	0.1	3.70	7.00

Wrightsboro Road - 38W - 2 sides

Lighting Plan Rev C
Project Number: G7454

By: Michael Zermani
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Date: 4/4/2024



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Wrightsboro Road - 38W - 2 sides

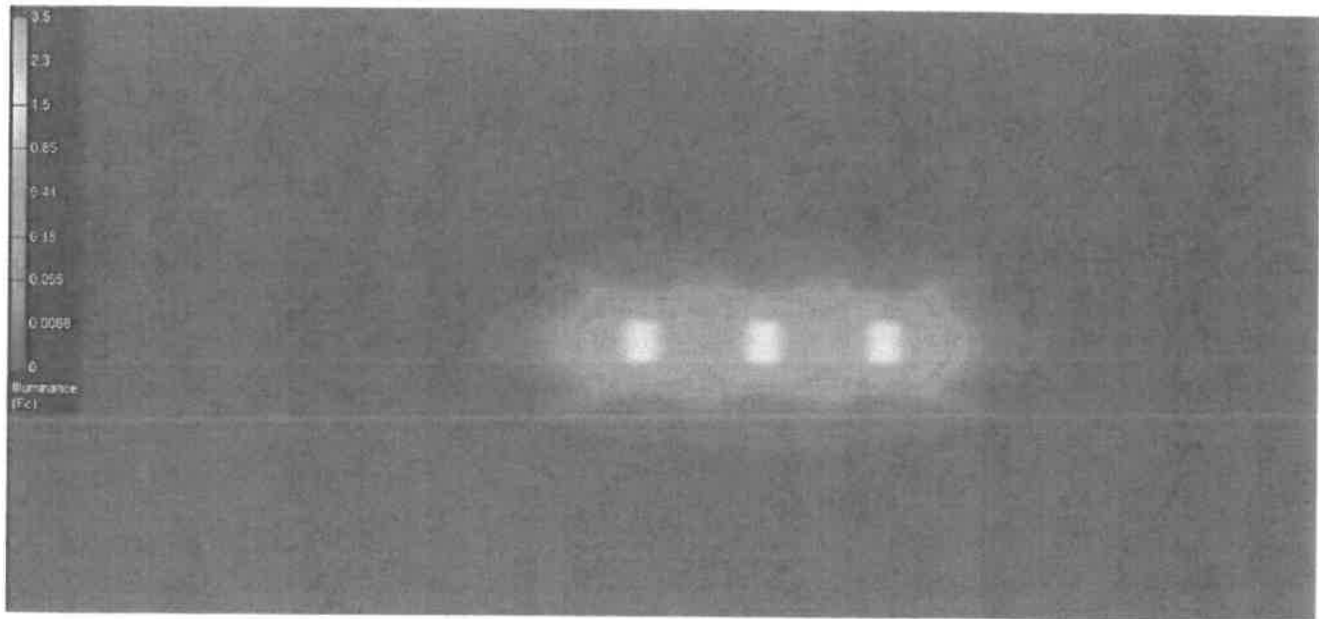
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Wrightsboro Road - 19W - 1 side



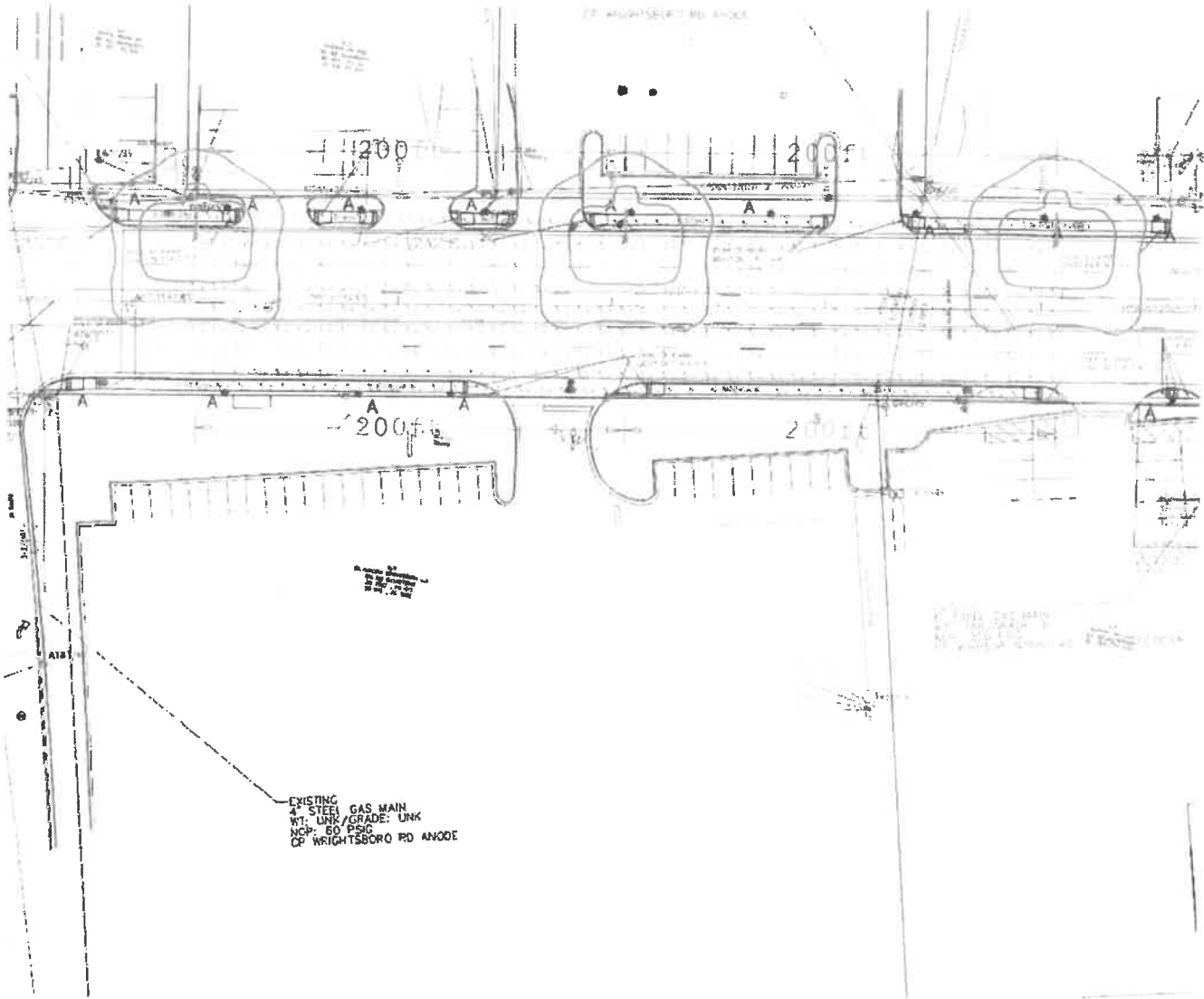
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Luminaire Schedule
Symbol Qty
3

Label
T4-CK16B-4000K-19W

Arrangement
SINGLE

Total Lamp Lumens
3420

Calculation Summary

Label
N Sidewalk
Road
S Sidewalk

CalcType
Illuminance
Illuminance
Illuminance

Units
Fc
Fc
Fc

	Avg	Max	Min	Avg/Min	Max/Min
N Sidewalk	0.31	1.4	0.0	N.A.	N.A.
Road	0.14	2.1	0.0	N.A.	N.A.
S Sidewalk	0.00	0.0	0.0	N.A.	N.A.

Wrightsboro Road - 19W - 1 side

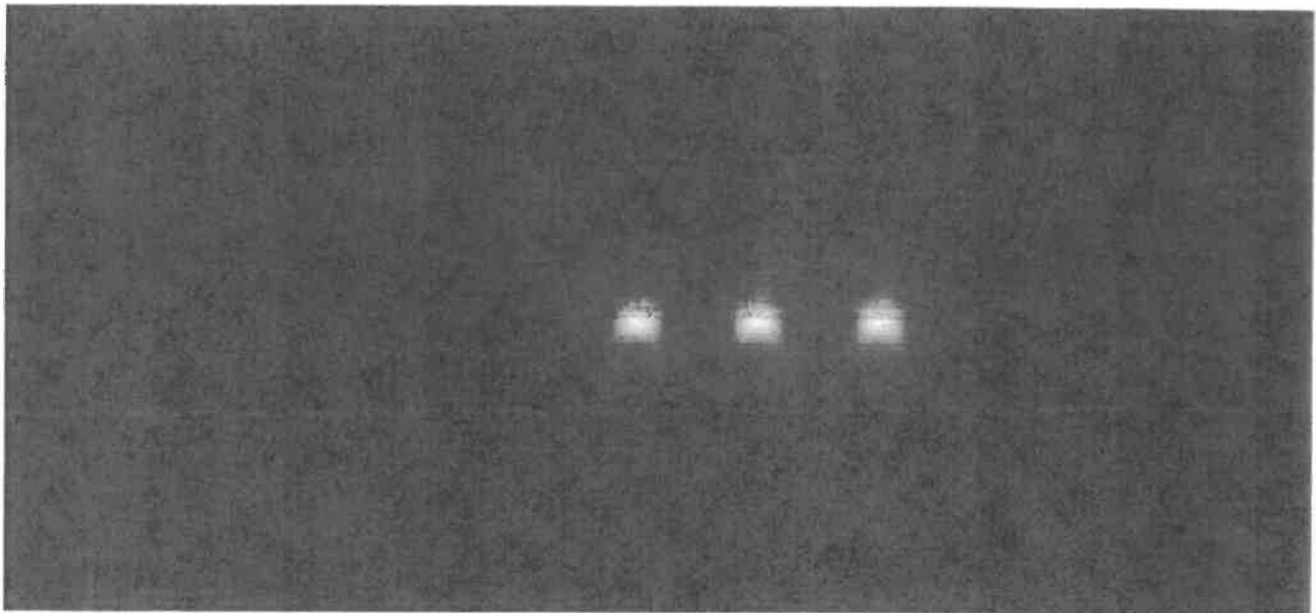
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Wrightsboro Road - 19W - 1 side

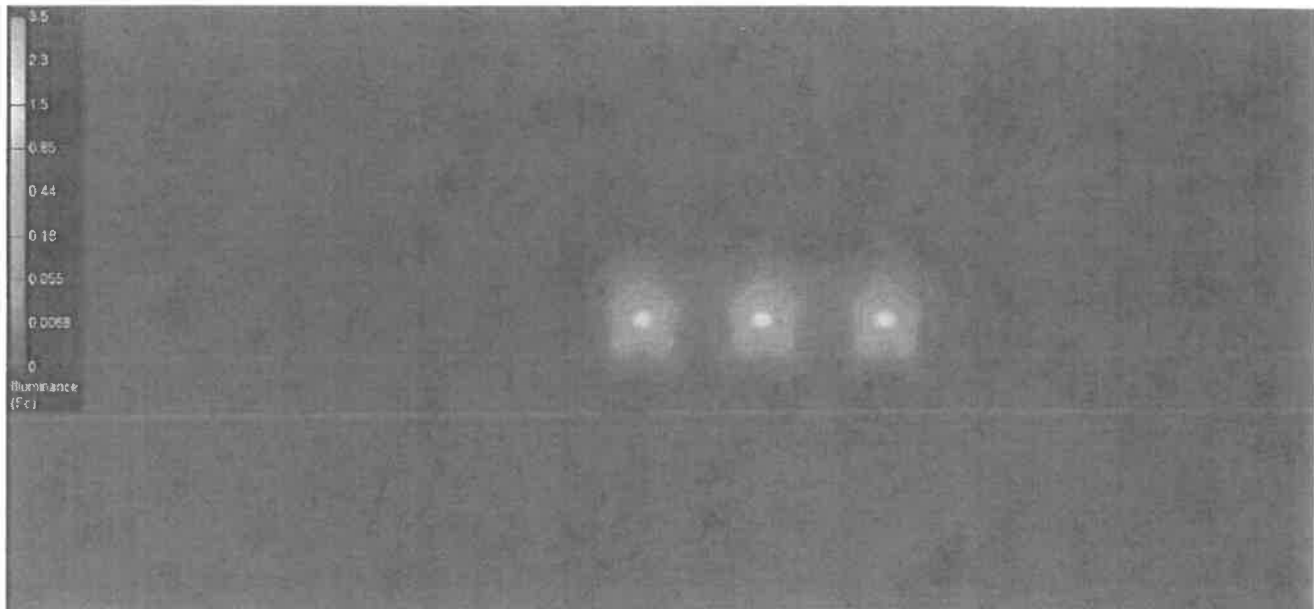


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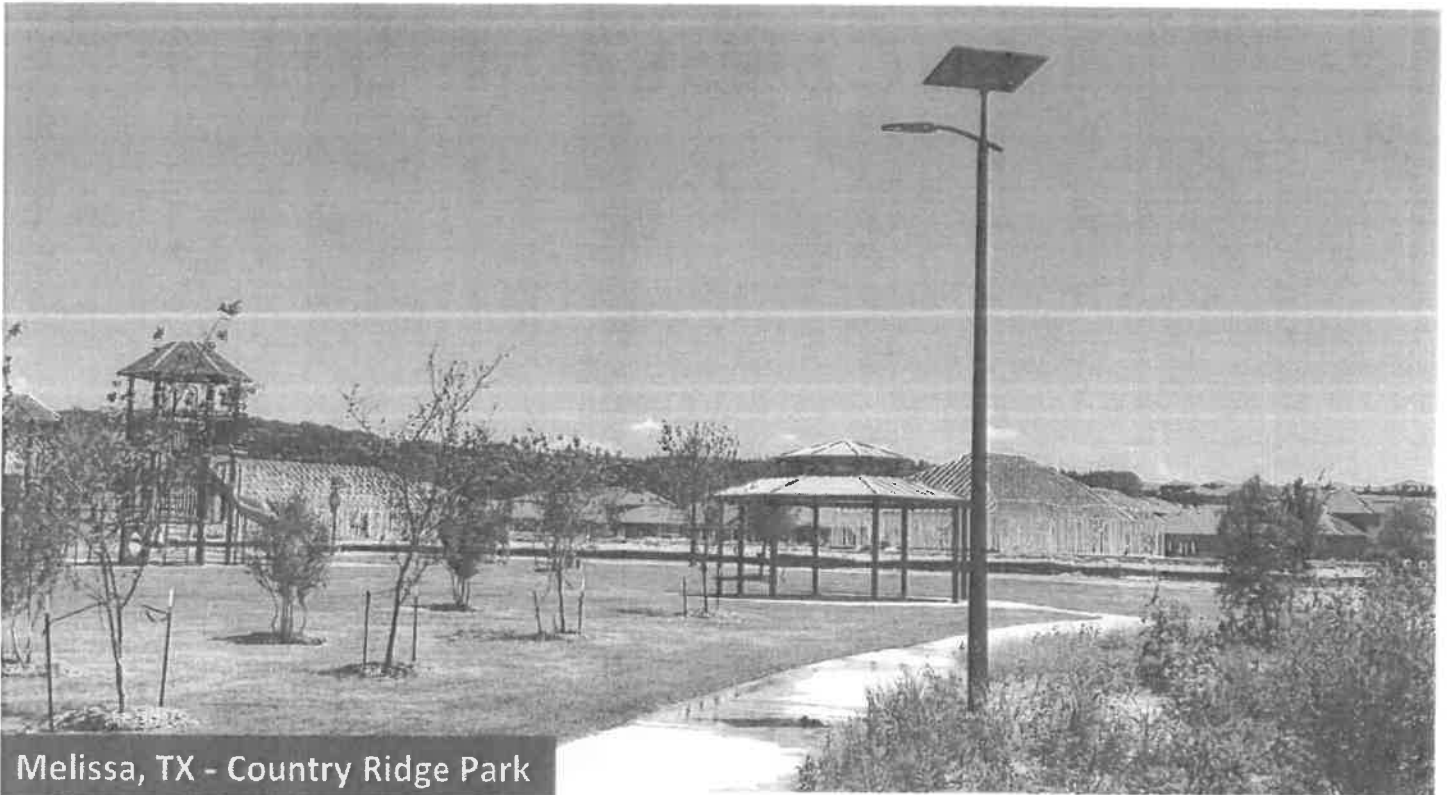
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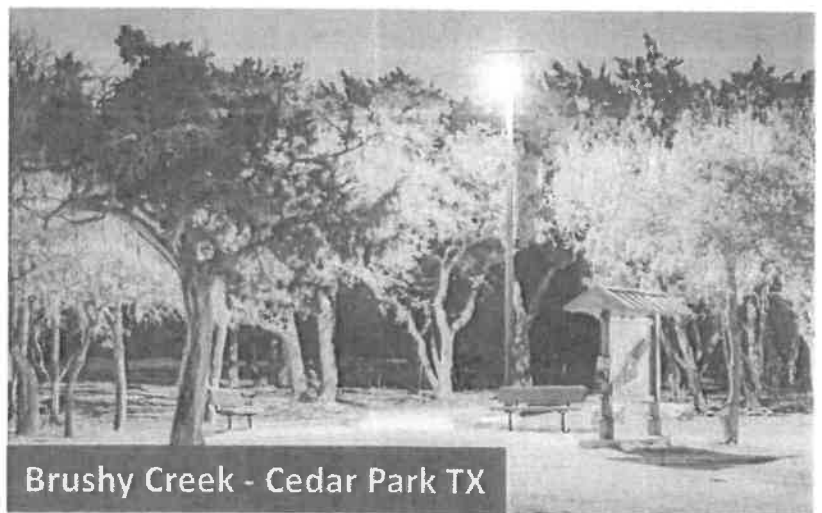
A few examples



Melissa, TX - Country Ridge Park



Fort Worth, TX



Brushy Creek - Cedar Park TX



Marana, AZ



Solar lighting

Your commitment to sustainability

Contact us

Michael Montenaro

Regional Manager

P: (339) 225-4530 x217

E: michael.montenaro@fonroche.us

FIND OUT MORE AT

www.FonrocheSolarLighting.com

FONROCHE LIGHTING AMERICA | 4900 David Strickland Road
Forest Hill, TX 76119 | USA
Telephone : 339-225-4530



Commission Meeting

June 4, 2024

Purchase and Installation of Street Lighting along Jimmie Dyess Pkwy

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve the sole source purchase and installation of new street lighting along Jimmie Dyess Parkway between Wrightsboro Road and 2,500 feet south of the Richmond County line. (Approved by Engineering Services Committee May 28, 2024)
Background:	Recently, at the request of the Augusta Commission, a quote was received from Georgia Power to install approximately \$500,000 worth of street lighting along Jimmie Dyess. The Augusta Commission approved the funding for this project on January 2, 2024, agenda item #14.
Analysis:	This sole source purchase will allow Georgia Power to procure and install street lighting along Jimmie Dyess from Wrightsboro Rd. south to the project's end. Georgia Power is the only electrical utility available to serve this area and the only company that can install and power street lighting along Jimmie Dyess Pkwy.
Financial Impact:	Adequate funds are available, and an expenditure of this amount will leave funding for other uses.
Alternatives:	Do not approve the sole source funding request.
Recommendation:	Approve the sole source purchase order request from Georgia Power in the amount of \$483,000.
Funds are available in the following accounts:	(\$483,000) 230041610-54.14410 - ARPA Streetlight funds
<u>REVIEWED AND APPROVED BY:</u>	HM/SR



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Georgia Power E-Verify Number: 425539

Commodity: Street Lighting Installation

Estimated annual expenditure for the above commodity or service: \$ 483,000

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Hameed Malik

Department: AE&ESD

Date: 5/15/24

Department Head Signature: 

Date: 5/17/24

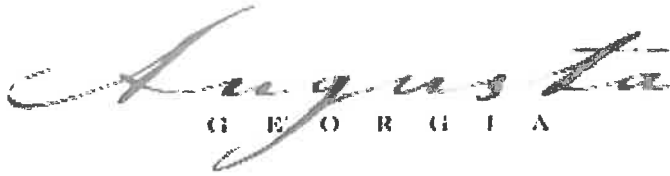
Approval Authority: 

Date: 5/17/24

Administrator Approval: (required — not required)

Date:

COMMENTS:



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph.D, Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Geri Sams – Procurement Director

FROM: Hameed Malik, PE, Ph. D, Director Augusta Engineering Department

DATE: May 15, 2024

SUBJECT: Install Street Lighting along Jimmie Dyess Parkway

The Augusta Engineering Department is requesting the use of the sole source procurement process to pay a proposal from Georgia Power for the installation of approximately 2,500 feet of street lighting along Jimmie Dyess Parkway.

The Augusta Commission discussed and approved funding for the first phase of street lighting along Jimmie Dyess Pkwy in January 2024. Georgia Power is the only electrical utility that serves this area and the only company that can procure, install, and power the requested street lighting.

This sole source procurement will allow the Augusta Engineering Department to pay the proposal provided by Georgia Power in the amount of \$483,000.

JU/SR

cc: File

Lighting Services Agreement


Project # LP91778

Customer Legal Name AUGUSTA RICHMOND CO DBA _____
 Service Address 0 JIMMY DYESS AUGUSTA GA 30901 County Richmond - GA
 Mailing Address 452 WALKER ST STE 110 AUGUSTA GA 30901
 Email _____ Tel # _____ Alt Tel # _____
 Tax ID# 4274 Business Description _____

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	24	190	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$635.28	\$204.72	\$840.00		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

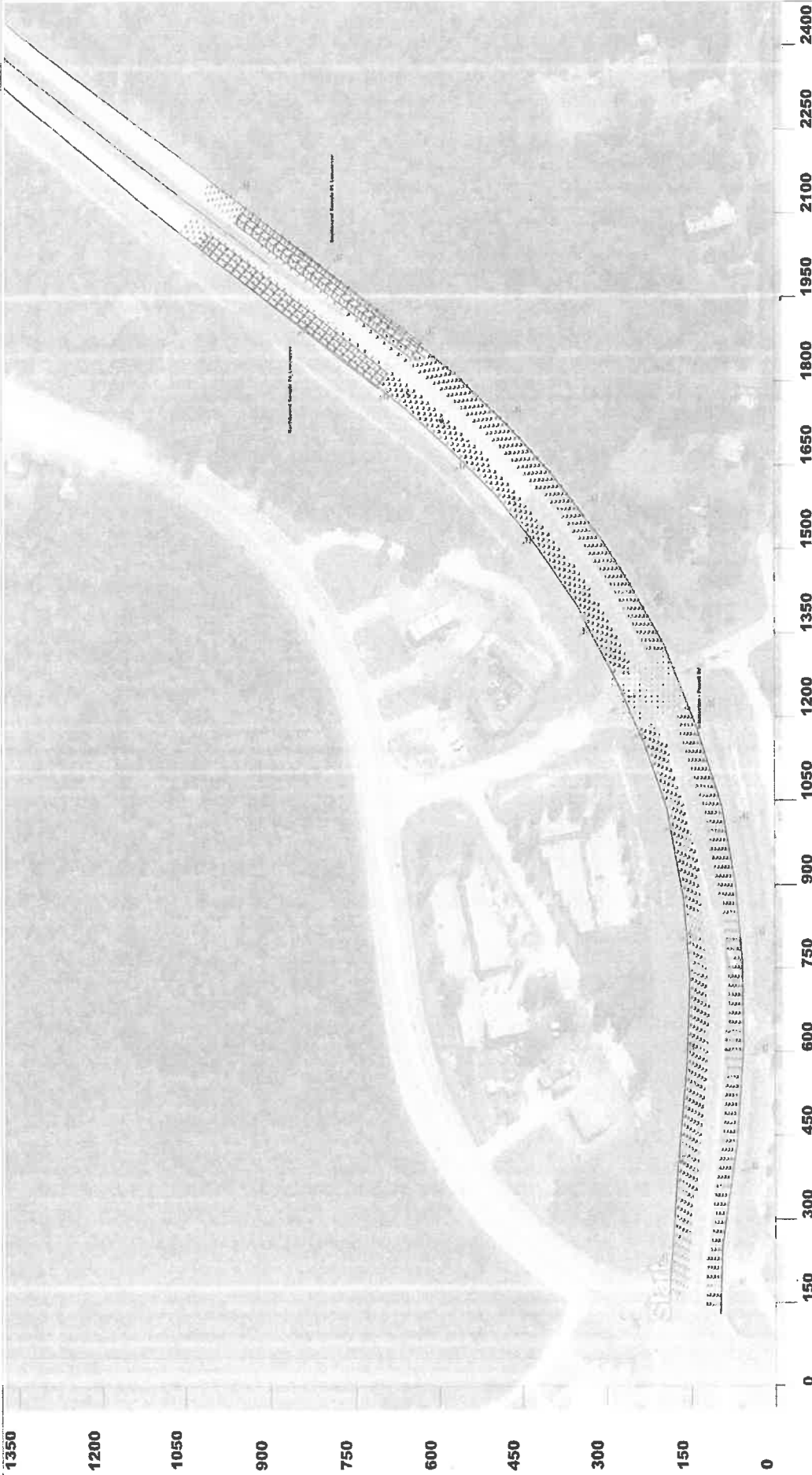
Pre-Payment (\$)
\$483,000.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Jennifer Williams
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (Lighting – Governmental Service)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <http://www.georgia-power.com/community/outages-and-stormcenter/outage-overview/street-light-outage.html>.
10. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.



Luminaire Schedule					Luminaire Watts	Luminaire Lamps	Total Watts
Symbol	Qty	Label	Arrangement	LLF			
	24	MC20	Single	0.60	192.0	180W	4608.0

Calibration Summary								
Label	Category	Unit	Avg	Max	Min	Amplitude	Smoothness	1/2 Ratio
Intersection + West of	Blackline	Pa	5.2	5.3	5.15	0.15	7.53	N/A
Northbound @ Grade	Blackline	Pa	1.19	3.1	0.2	2.90	18.60	N/A
Southbound @ Grade	Blackline	Pa	1.27	3.3	0.3	3.00	10.00	N/A
Northbound Sample 04_Luminaire	Luminaire	Col/Lum	0.69	1.0	0.3	0.70	0.23	N/A
Southbound Sample 07_Luminaire	Luminaire	Col/Lum	0.40	1.0	0.3	0.60	0.15	N/A
Northbound Sample 04_Veh_Lum	Veh/Luminaire	Col/Lum	0.06	0.3	0.0	N/A	N/A	0.43
Southbound Sample 07_Veh_Lum	Veh/Luminaire	Col/Lum	0.08	0.3	0.0	N/A	N/A	0.43

Ultimate Method - Recommended Values RP-800		Percent Wet / Class II Station		Ultimate	
Road and Pavement Criteria		Percent Wet / Class II Station		Ultimate	
Final Firm	Predictions Contract Area	RI	RP 813	RI	$\frac{E_{max}}{E_{min}}$
Primary (class A)	High	5.0/5.0	5.0/5.0	4.0/3.0	3.0
	Medium	4.0/3.0	3.0/2.0	3.0/2.0	2.0
	Low	3.0/2.0	2.0/1.0	2.0/1.0	1.0
Secondary	High	3.0/2.0	2.0/1.0	2.0/1.0	3.0
	Medium	2.0/1.0	1.0/0.5	1.0/0.5	2.0
	Low	1.0/0.5	0.5/0.25	0.5/0.25	1.0
Ridge	High	3.0/2.0	2.0/1.0	2.0/1.0	3.0
	Medium	2.0/1.0	1.0/0.5	1.0/0.5	2.0
	Low	1.0/0.5	0.5/0.25	0.5/0.25	1.0
Collector	High	3.0/2.0	2.0/1.0	2.0/1.0	3.0
	Medium	2.0/1.0	1.0/0.5	1.0/0.5	2.0
	Low	1.0/0.5	0.5/0.25	0.5/0.25	1.0
Local	High	3.0/2.0	2.0/1.0	2.0/1.0	3.0
	Medium	2.0/1.0	1.0/0.5	1.0/0.5	2.0
	Low	1.0/0.5	0.5/0.25	0.5/0.25	1.0

[illegible]

(ESHA 10³-6-10 Tables 16-1, 16-2, 16-3, 16-4

Office of the Administrator

Takiyah A. Douse
Interim Administrator

January 2, 2024

Hameed Malik, Director
Engineering and Environmental Services
452 Walker Street
Augusta, GA 30901

Dear Dr. Malik,

At the regular meeting held Tuesday, January 2, 2024, the Augusta, Georgia Commission, acted on the following items:

14. Approved 500K from ARP toward lighting on Jimmy Dyess Parkway.
15. Approved the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 14. Also, approve Augusta Utilities Department easement deed and maintenance agreement.
16. Approved the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Townhomes at Diamond Lakes Also, approve Augusta Utilities Department easement deed and maintenance agreement.

If you have any questions, please contact me.

In Service,

A handwritten signature in black ink, appearing to read "T. Douse".

Takiyah A. Douse, Interim Administrator

TAD/nd



Commission Meeting

June 4, 2024

Workshop to discuss grass cutting, lot and right-of-way maintenance

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve hosting a workshop with the Administrator, the Engineering Department, the Procurement Department, the Marshal's Office, the Finance Department, Commissioners Johnson, Mason and Scott, the Mayor Pro Tem and the Warden of RCCI to discuss the situation regarding grass cutting and lot and right-of-way maintenance ahead of the budget cycle in order to secure funding for these operations during the budget discussions. (Approved by Engineering Services Committee May 28, 2024)
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

June 4, 2024

Approve 2025 Budget Planning Calendar

Department:	Finance
Presenter:	Donna B. Williams, CGFM
Caption:	Motion to approve 2025 Budget Planning Calendar with the budget retreat to be held on June 17, 2024. (Approved by Finance Committee May 28, 2024)
Background:	The Budget Calendar establishes tentative dates for the completion of the various stages of the 2025 budget presentation and adoption process.
Analysis:	The calendar is presented for approval consistent with the legal requirements in accordance with OCGA 36-81-5. The budget calendar, as planned, will facilitate developing, reviewing and deliberations by the legislative body, input from the citizens of Augusta and adoption of FY2025 budget on a timely basis. The budget will be adopted prior to the fiscal year 2025.
Financial Impact:	N/A
Alternatives:	Revise calendar, however some dates and/or time requirements are set by state or local ordinances, for example, date of adoption: Sec 2-3-6 The budget shall be finally adopted by the Commission at or before the adjournment of the regularly called meeting on the third Tuesday of the month of November, which meeting shall be a public meeting.
Recommendation:	Approve Budget Calendar for FY2025 as attached
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA, GEORGIA 2025 BUDGET PLANNING CALENDAR

MAY-JUNE 2024

May 28	Finance Committee approves FY2025 Budget Calendar
June 4	Commission approves FY2025 Budget Calendar
June 17	FY2025 Budget Retreat

JULY 2024

July 11	Distribution of Budget Calendar and Instructions
July 15	Departments with CentralSquare-Finance Enterprise access may start entering in Budget Item Detail

AUGUST 2024

August 2	Deadline for ALL submission of budget documents to Finance
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SEPTEMBER 2024

September 4-13	Departmental Work Sessions with representatives of the Administrator's office and the Finance Department
September 16-25	Commission Work Sessions as needed
September 30	<i>Budget summary presented to Administrator by Finance Department</i>

OCTOBER 2024

October 2-8	Commission Work Sessions as needed
October 15	FY2025 Proposed Budget presented to Augusta-Richmond County Commission by the Administrator
October 21-29	Commission Work Sessions as needed
October 28	Publish Public Hearing Notice in newspaper

NOVEMBER 2024

November 5	<i>PUBLIC TOWN MEETING / COMMISSION MEETING</i> Public Hearing of 2025 Budget
November 6-14	Commission Work Sessions as needed
November 11	Publish Notice of Budget Adoption in newspaper
November 19	Adoption of the FY2025 Budget by the Augusta-Richmond County Commission

JANUARY 2025

January 1	Effective date for the Fiscal year 2025 Budget
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Commission Meeting

June 4, 2024

Technology Equipment Replacements

Department:	Information Technology
Presenter:	Glenn Hall, Client Support Manager
Caption:	Motion to approve the replacement of obsolete computer equipment (laptops, computers, servers, printers, scanners, switches, routers, VOIP phones, virtual environment, backup solutions, analog gateways, other telecommunication devices, security appliances, uninterrupted power supplies, radios, and MDTs) as well as the purchase of any related required computer software upgrades, cloud storage, and server resources. (Approved by Public Safety Committee May 28, 2024)
Background:	<p>In an effort to provide the employees of Augusta Richmond County with current technology and to stay in line with the Information Technology Strategic Plan, the Information Technology Department (IT) schedules the replacement of end-of-life equipment that, due to age and capability, is not compatible with current standards and is unable to support current software requirements. Information Technology developed an IT Technology Replacement plan that replaces obsolete computer equipment every 5 to 8 years (the normal life expectancy for the equipment). The replacement of computer and communication equipment will consist of any devices that are not capable of meeting current software or business needs, along with the necessary software and virtual resources to support the equipment. Information Technology is also continuing with the standardization of current operating systems and Microsoft Office products throughout the organization. Therefore, required software and hardware upgrades may need to be purchased for computers and servers that are not scheduled to be replaced. Regardless of funding source, all technology equipment removed from production will be disposed of in accordance with the technology decommissioning policy. Inoperable equipment will be taken to the electronic recycling drop point at the Augusta Richmond County Landfill. Qualified equipment that meets determined specifications will either be sold in the Employee Lottery or redistributed to appropriate locations for use in Community Outreach Programs (i.e. Recreation Department Community Centers). All other functional equipment will be taken to the Fleet Department for sale at auction. All data will be erased from any devices using a DOD-certified method.</p>
Analysis:	<p>Currently, there are approximately 2000+ desktop computers, 500+ laptops and tablets, 400+ MDTs, and 1500+ radios deployed by the city. Life cycles are set for desktop equipment based on industry standards. In some cases, outdated computers, servers, printers, laptops, radios, and MDTs are incapable of operating the software required by the current business environment. In addition, critical infrastructure components in the</p>

Information Technology Data Center are also scheduled for replacement based on life dates. All items will be purchased according to current Procurement requirements, typically through discounted Statewide contracts (managed by Georgia Department of Administrative Services).

Financial Impact: The approximate estimated total cost for items scheduled to be replaced, upgraded, or purchased in 2024 is \$693,200. Funds for these replacements are included in the 2024 Information Technology Operating and Capital Budget.

Alternatives: Leave existing devices and equipment in place. However, this will increase the cost of replacements in future budgets and will affect other technology-related implementations, projects, and normal business processes. Supporting and maintaining this out-of-date equipment could result in unpredictable outcomes, reduced efficiency for certain departments, and an increased risk of failure.

Recommendation: Approve the replacement of obsolete computer equipment (laptops, computers, servers, printers, scanners, switches, routers, VOIP phones, virtual environment, backup solutions, analog gateways, other telecommunication devices, security appliances, uninterrupted power supplies, radios, and MDTs) as well as the purchase of any related required computer software upgrades, cloud storage, and server resources.

Funds are available in the following accounts: 272015410-5316220 (Desktops); 272015410-5316230 (Laptops); 272015410-5316260 (Printers); 272015410-5424210 (Servers); 272015410-5424910 (Other Computer Systems); 272015410-5316210 (Noncapitalized Equipment); 272015410- 5316250 (Peripherals); 272015410- 5424510 (Peripheral Equipment); 272015410-5424220 (Software); 272015410-5316120 (Telephones); 272015410-5316121 (Telephone Equipment); 272015410-5421110 (Machinery); 101015410-5311915 (Operating-Maintenance, Small Equipment)

REVIEWED AND APPROVED N/A

BY:



Commission Meeting

June 4, 2024

Grant Award – FY2024 Emergency Operations Center Program

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to accept the FY2024 Emergency Operations Center Program in the amount of \$1,500,000 and authorize the mayor to execute all appropriate documentation. (Approved by Public Safety Committee May 28, 2024)
Background:	Augusta, GA applied for federal assistance under the Emergency Operations Center Program to supplement funding for construction costs associated with building the Augusta Emergency Operations Center.
Analysis:	Augusta, GA has been awarded federal funding in the amount of \$1,500,000 through the FY2024 Emergency Operations Center Program.
Financial Impact:	Cost Share - \$500,000
Alternatives:	None at this time.
Recommendation:	Approve the motion to accept the FY2024 Emergency Operations Center Program in the amount of \$1,500,000 and authorize the mayor to execute all appropriate documentation.
Funds are available in the following accounts:	SPLOST 7 - 329034510-54131360
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief/EMA Director

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Item 26.

BRIAN P. KEMP
GOVERNOR



JAMES C. STALLINGS
DIRECTOR

May 6, 2024

Mr. Antonio Burden
Fire Chief & EMA Director
Augusta-Richmond County
3117 Deans Bridge Road,
Augusta, GA 30906

Dear Chief Burden,

Congratulations on receiving a federal award for the City of Augusta Emergency Operations Center (EOC). Your application for financial assistance submitted under the Fiscal Year (FY) 2024 Emergency Operations Center Program has been approved in the amount of \$1,500,000.00 of federal funds. I have attached a copy of the FY 2024 EOC Approved Award Package for the Augusta-Rochmond County EOC. The period of performance is August 1, 2024 to July 31, 2027.

However, Augusta-Richmond County must receive an Environmental and Historical Preservation (EHP) approval on your construction from the Federal Emergency Management Agency (FEMA). Please complete the EHP form and return it to Ms. LaVern Turner via email at lavern.turner@gema.ga.gov, and she will submit it to FEMA for approval. Also, please complete the investment justification and budget for submission of your application package. Your documents are due to Ms. Turner by close of business on May 30, 2024 so that we may submit them to FEMA for approval. Please let her know if you need any additional information.

Sincerely,



James C. Stallings

/al
Enclosure

**The U. S. Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2024 Emergency Operations Center Grant Program**

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using System for Award Management (SAM.gov) can be found at: <https://sam.gov/content/entity-registration>.

Updates in Grant Application Forms:

The Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by SAM.gov. This new identifier is the Unique Entity Identifier.

Additional Information can be found on Grants.gov: <https://www.grants.gov/forms/forms-development/planned-uei-updates>

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A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate

2. Assistance Listings Number

97.052

3. Assistance Listings Title

Emergency Operations Center (EOC) Grant Program

4. Funding Opportunity Title

Fiscal Year 2024 Emergency Operations Center (EOC) Grant Program

5. Funding Opportunity Number

DHS-24-GPD-052-01-99

6. Authorizing Authority for Program

Section 614 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5196c) as amended.

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery (2024 DHS Appropriations Act)

8. Announcement Type

Initial

9. Program Category

Preparedness: Community Security

10. Program Overview, Objectives, and Priorities

a. Overview

The fiscal year (FY) 2024 Emergency Operations Center (EOC) Grant Program is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, strategically located, and fully interoperable EOCs with a focus on addressing identified deficiencies and needs. Fully capable emergency operations facilities at the state and local levels are an essential element of a comprehensive national emergency management system and are necessary to ensure coordination and unity of effort among multiple emergency management organizations and across multiple jurisdictions during major disasters or emergencies caused by any hazard.

The FY 2024 EOC Grant Program will provide \$103,189,080 for equipping, upgrading, or constructing the EOC projects included in Appendix A of this NOFO.

Per the National Fire Protection Association, an EOC is defined as a “facility or capability from which direction and control is exercised in an emergency. This type of center or capability is designated to ensure that the capacity exists for leadership to direct and control operations from a centralized facility or capability in the event of an emergency.” “Construction,” as defined in this program, refers to building a new facility or any changes to the footprint of an existing facility, while “upgrading” refers only to internal improvements to an existing facility.

Only State Administrative Agencies (SAAs) (on behalf of state and local units of government) and Tribal governments with identified projects in Appendix A of this NOFO are eligible to apply for FY 2024 EOC Grant Program funding. See Section C of this notice for additional program eligibility information and Section D for detailed application instructions.

For FY 2023, Congress directed \$89.1 million to 69 emergency operations centers. For a full list of recipients, please see the [FY 2023 NOFO Appendix A](#).

b. Goals, Objectives, and Priorities

Goals: The goal of the FY 2024 EOC Grant Program is to promote fully operational EOCs to help ensure coordination and unity of effort among multiple emergency management organizations and across multiple jurisdictions during major disasters or emergencies caused by any hazard.

Objectives: The objective of the FY 2024 EOC Grant Program is to improve EOC operations through funding the EOC projects included in Appendix A of this NOFO. These projects fund equipping, upgrading, and/or construction of EOCs to provide fully capable facilities to support command, control, and coordination of multi-agency responses to major disasters or emergencies.

Priorities: The priorities of the FY 2024 EOC Grant Program are to fund equipping, upgrading, and/or construction of the emergency operations center projects identified in Appendix A of this NOFO.

c. Alignment to Program Purpose and the DHS and FEMA Strategic Plan

Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the EOC supports the goal to Strengthen Preparedness and Resilience.

The [2022-2026 FEMA Strategic Plan](#) outlines three bold, ambitious goals in order to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation’s growing expectations of the emergency management community. The EOC Grant Program supports Goal 3 to Promote and Sustain a Ready FEMA and Prepared Nation.

11. Performance Measures

Performance metrics for this program are as follows:

- Percentage of funded projects that result in fully operational emergency operations centers
- Percentage of funded projects that provide an enhanced level of EOC services and capabilities

FEMA will calculate and analyze the above metrics through a review of recipient Performance Progress Reports and award monitoring to ensure that the funds are expended for their intended purpose and achieve the stated outcomes in the grant application.

B. Federal Award Information

1. Available Funding for the NOFO: \$103,189,080
2. Period of Performance: 36 Months

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO.

3. Projected Period of Performance Start Date(s): No later than 08/01/2024
4. Projected Period of Performance End Date(s): No later than 07/31/2027

5. **Projected Budget Period(s)**

There will be only a single budget period with the same start and end dates as the period of performance.

6. **Funding Instrument Type:** Grant

C. Eligibility Information

1. **Eligible Applicants**

Only State Administrative Agencies (SAAs) (on behalf of state and local units of government) and Federally Recognized Tribes with identified projects in **Appendix A** of this NOFO are eligible to apply.

2. **Applicant Eligibility Criteria**

Eligible EOC projects are identified in the Joint Explanatory Statement accompanying the 2024 DHS Appropriations Act. Those EOC projects are listed in Appendix A of this NOFO.

3. **Subawards and Beneficiaries**

a. *Subaward Allowability*

Subawards are allowed under the EOC Grant Program.

b. *Subrecipient Eligibility*

Subawards are limited to those entities identified as eligible subrecipients as listed in Appendix A.

c. *Other Subaward Information*

Please see the following sections for additional information on requirements or restrictions related to subawards/subrecipients:

- Section D.4 “Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management”;
- Section D.12 “Funding Restrictions and Allowable Costs”;
- Section F “Federal Award Administration Information”;
- Section G.1.f “Environmental Planning and Historic Preservation”;
- Section H “Additional Information”; and
- Appendix A “FY 2024 EOC Grant Program Projects”

d. *Beneficiaries or Participants*

This NOFO and any subsequent federal awards create no rights or causes of action for any participant or beneficiary. Third parties, such as construction contractors, may receive a direct benefit from an award under this program. There are no eligibility restrictions for such beneficiaries.

4. Other Eligibility Criteria/Restrictions

a. *National Incident Management System (NIMS) Implementation*

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA’s website at

<https://www.fema.gov/emergency-managers/nims/implementation-training>.

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) to meet incident needs. Utilization of the standardized resource management concepts such as typing, credentialing, and inventorying, promote a strong national mutual aid capability needed to support delivery of core capabilities. Additional information on resource management, NIMS resource typing definitions, job titles, and position qualifications is on FEMA’s website at <https://www.fema.gov/emergency-managers/nims/components>.

FEMA developed the [National Incident Management System Guideline for the National Qualification System](#) to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes and identifies tools that Federal Emergency Response Officials and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses.

Although state (including territorial), local, tribal, and private sector partners (including nongovernmental organizations) are not required to credential their personnel in accordance with these guidelines, FEMA strongly encourages them to do so to leverage the federal investment in the Federal Information Processing Standards 201 infrastructure and to facilitate interoperability for personnel deployed outside their home jurisdiction.

Additional information about NIMS in general is available on FEMA’s website at <https://www.fema.gov/emergency-managers/nims>.

5. Cost Share or Match

The FY 2024 EOC Grant Program has a cost share requirement. All award recipients must provide a non-federal entity contribution supporting 25% of the total project costs (federal amount plus cost share amount). The non-federal entity contribution can be cash (hard match) or third-party in-kind (soft match), with the exception of construction activities, which must be a cash (hard) match. In-kind contributions are defined as third-party contributions per 2 C.F.R. § 200.306. The required cost share amount, by project, is included in the project funding table in Appendix A.

All applicants are required to commit to the cost share requirement **for each activity under each project** at the time of application. The non-federal contribution should be specifically identified for each proposed activity. The non-federal contribution, whether cash or third-party in-kind match, must consist of eligible costs (i.e., same allowability as the federal share).

D. Application and Submission Information

1. Key Dates and Times

- a. *Application Start Date:* 04/25/2024
- b. *Application Submission Deadline:* 06/07/2024 at 5 p.m. ET

All applications **must** be received by the established deadline.

FEMA’s Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the

award. “Timely notification” of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, “DHS Awarding Agency Contact Information.” For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact fema-grants-news@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Anticipated Award Date: No later than 08/30/2024

d. Other Key Dates

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

Hard copies of the NOFO can be downloaded at [Grants.gov](https://www.grants.gov) or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, “DHS Awarding Agency Contact Information” or by TTY (800) 462-7585.

4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management ([SAM.gov](https://sam.gov))

Each applicant, unless they have a valid exception under 2 CFR §25.110, must:

- Be registered in Sam.Gov before application submission.
- Provide a valid UEI in its application.
- Continue to always maintain an active SAM registration with current information during the federal award process. Note: Per 2 C.F.R. § 25.300, subrecipients are NOT

required to go through the full SAM registration process. First-tier subrecipients (meaning entities receiving funds directly from the recipient) are only required to obtain a UEI through SAM, but they are not required to complete the full SAM registration in order to obtain a UEI. Recipients may not make subawards unless the subrecipient has obtained and provided the UEI.

Lower-tier subrecipients (meaning entities receiving funds passed through by a higher-tier subrecipient) are not required to have a UEI and are not required to register in SAM. Applicants are also not permitted to require subrecipients to complete a full registration in SAM beyond obtaining the UEI.

5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines. Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with login.gov;
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the AOR. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/grants/guidance-tools/fema-go/startup>
- f. Submit the complete application in FEMA GO; and
- g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active

federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting fema-grants-news@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

7. How to Register to Apply

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, and an active SAM registration to apply for a federal award under this funding opportunity.

b. Obtain an UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: [SAM.gov](https://sam.gov)

c. Obtain Employer Identification Number

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting:

<https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here:

https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to:

<https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

e. Register with SAM:

All applicants applying online through FEMA GO must register with SAM. Failure to register with SAM will prevent an applicant from completing the application in FEMA GO. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to

<https://apply07.grants.gov/help/html/help/Register/RegisterWithSAM.htm>

Note: Per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in

SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220.

f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/grants/guidance-tools/fema-go/startup>

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

8. Submitting the Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the <https://grants.gov/forms/forms-repository/sf-424-family>. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at <https://grants.gov/forms/forms-repository/sf-424-family>

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
 - **For construction under an award, submit SF-424C, Budget Information (Construction),** in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**
 - **For construction under an award, submit SF-424D, Standard Assurances (Construction),** in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**

b. *Program-Specific Required Forms and Information*

The following program-specific forms or information are required to be submitted in [FEMA GO](#):

- As part of the FY 2024 EOC Grant Program application process, applicants must develop a formal Investment Justification (IJ) that addresses the construction, upgrading, or equipping activities and costs. FEMA has developed an Excel-based template that establishes the required IJ content and helps ensure that submissions are organized in a consistent manner while addressing key data requirements. Use of the template is not mandatory but recommended to ensure all appropriate

information is submitted. If applicants choose to not use the template, they must ensure their application submission includes all fields and data elements that are included in the template. All applications must use the following file naming convention when submitting required documents as part of the FY 2024 EOC Grant Program: “FY 2024 EOC <State Abbreviation> - <EOC Name>.”

11. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state’s Single Point of Contact (SPOC) to comply with the state’s process under Executive Order 12372 (See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; [Intergovernmental Review \(SPOC List\) \(whitehouse.gov\)](#))

12. Funding Restrictions and Allowable Costs

All costs charged to federal awards (including both federal funding and any non-federal matching or cost sharing funds) must comply with applicable statutes, rules and regulations, and policies, this NOFO, and the terms and conditions of the federal award. They must also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200 unless otherwise indicated in the NOFO or the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h). The following identifies a list of activities for which a recipient may not use federal funds and any cost sharing or matching funds under federal awards:

- Matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306)
- Lobbying or other prohibited activities under 18 U.S.C. § 1913 or 2 C.F.R. § 200.450
- Prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435) See subsections below for information on any other funding restrictions.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients, subrecipients, and their contractors must comply with the prohibitions set forth in Section 889 of the [John S. McCain National Defense Authorization Act](#) for Fiscal Year 2019, Pub. L. No. 115-232 (2018) (FY 2019 NDAA) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The FY 2019 NDAA and these regulations, as they apply to recipients, subrecipients, and their contractors and subcontractors, provide for two distinct prohibitions: (1) prevent the use of federal award funds to procure or obtain covered telecommunications equipment or services; and (2) prevent the use of federal award funds to contract with an entity that uses such covered telecommunications equipment or services. Guidance is available at [FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#)

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards \(fema.gov\)](#).

FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” *See* 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and if they are included in the award agreement. To request pre-award costs, a written request must be included with the application and be signed by the AOR. The request letter must include:

- an explanation of the pre-award costs incurred, including a justification for why the costs should be deemed allowable; and
- an itemized budget break-out that details all claimed pre-award costs, including dates incurred, to clearly distinguish them from post-award costs.

Recipients and subrecipients are cautioned that an Environmental Planning and Historic Preservation (EHP) review is required for all federally funded projects. Most projects funded under the EOC Grant Program that involve construction activities (including site prep and any ground disturbance activities) or modifications to existing buildings will require a full EHP review. Furthermore, the EHP review process usually must be completed before the project may begin. In some limited circumstances FEMA can conduct an after-the-fact (ATF) EHP review, which would retroactively provide approval for EHP-related activities and would allow grant funds to pay for pre-award costs for these activities. However, an ATF review may find EHP compliance issues that cannot be remedied because construction or installation had already begun. Such situations may compel FEMA to decline to provide pre-award costs, and even revoke federal funding for those portions of the project that fail to meet the EHP compliance requirements. See Section F of this NOFO for additional EHP guidance.

c. *Management and Administration (M&A) Costs*

M&A costs are allowed for activities directly related to the management and administration of the award, such as financial management, reporting, and program and financial monitoring. M&A costs are not operational costs but are necessary costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports.

Additional examples of M&A costs include grants management training for M&A staff, equipment and supplies for M&A staff to administer the grant award, travel costs for M&A staff to attend conferences or training related to the grant program, travel costs for the M&A staff to conduct subrecipient monitoring, contractual services to support the M&A staff with M&A activities, and auditing costs related to the grant award to the extent required or permitted by statute or 2 C.F.R. Part 200. Characteristics of M&A expenses can include the following: 1) direct costs that are incurred to administer a particular Federal award; 2) identifiable and unique to each Federal award; 3) charged based on the activity performed for that particular Federal award; and 4) not duplicative of the same costs that are included in the approved Indirect Cost Rate Agreement, if applicable.

A maximum of up to five percent (5%) of awarded FY 2024 EOC Grant Program funds may be retained by the Tribal governments and subrecipients with identified projects in Appendix A for M&A purposes associated with the award. **SAAs are not allowed to retain any EOC Grant Program funding for M&A purposes.**

d. *Indirect Facilities & Administrative (F&A) Costs*

Indirect (F&A) costs (IDC) mean those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. IDC are allowable by the recipient [and subrecipients] as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement but are required to develop an IDC rate proposal must provide a copy of their proposal with their applications. Applicants who do not have a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FEMA for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to the FEMA Point of Contact for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards. See Section H of this NOFO for additional information on the procedures for establishing an indirect cost rate.

e. *Evaluation Costs*

Evaluation costs are allowable. See Section H.2 “Program Evaluation” for more details.

f. *Other Direct Costs*

I. PLANNING

Planning costs to support the EOC construction or upgrading activities are allowable. These planning activities include the following:

- i. Developing plans, protocols, or procedures for the operation and use related to new capabilities as a result of the construction or upgrading activities;
- ii. Conducting physical and cyber security assessments;
- iii. Ensuring EOC continuity of operations; and
- iv. Analyzing constructed or renovated space to support the design and implementation of protection systems (e.g., fire protection and suppression, atmospheric filtration, explosives mitigation).

II. EQUIPMENT

Only equipment integral to EOC construction and upgrading activities is allowable. The allowable equipment categories for the FY 2024 EOC Grant Program are listed on the [Authorized Equipment List \(AEL\)](#). Although an item

may be included within an allowable category on the list, the equipment must also directly support the function and operation of the EOC to be considered allowable.

The select allowable equipment includes equipment from the following AEL categories:

- Explosive Device Mitigation and Remediation (Category 2)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

If applicants have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their FEMA Regional EOC Grant Program Manager through FEMA Grants News by e-mail at fema-grants-news@fema.dhs.gov or by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET, for clarification.

FEMA will consider requests to purchase equipment that is not listed in the AEL on a case-by-case basis. Such requests should be submitted in writing to the applicable FEMA Regional Grant Program Office. FEMA's review and approval of such requests will involve both the FEMA regional office and headquarters program staff to ensure nationwide consistency in the decision-making process and to support any necessary updates to the AEL.

Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technological advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316. Also see 2 C.F.R. §§ 200.216, 200.471, and [FEMA Policy #405-143-1](#), or successor policy, regarding prohibitions on covered telecommunications equipment or services.

Recipients and subrecipients that are using FY 2024 EOC Grant Program funds to support emergency communications activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications. This SAFECOM Guidance can be found at [Funding Resources | CISA](#).

Recipients and subrecipients are required to provide the AEL number for all communications equipment purchased with grant award funding (plus a description of the equipment and the quantity purchased of each item) to the FEMA GPD once items are procured as part of periodic programmatic grant reporting.

III. CONSTRUCTION AND UPGRADING

“Construction,” as defined in this program, refers to building a new facility or any changes to the footprint of an existing facility, while “upgrading” refers to internal improvements to an existing facility. For EOC projects that involve construction or upgrading of multipurpose facilities, such as public safety facilities, police/fire stations, etc., EOC Grant Program funding may only be used for those parts of the facility that are directly associated with the EOC. For new facility construction, the use of EOC Grant Program funds should be limited to the proportionate facility construction cost, generally based on the square footage (floor space) of the EOC compared to the square footage of the entire facility.

All proposed construction and upgrading activities must undergo an EHP review, including approval of the review from FEMA, prior to undertaking any action related to the project. Failure of a grant recipient to meet these requirements may jeopardize Federal funding. See Section F.3.c of this NOFO for more information.

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

Applications will be reviewed to ensure completeness, adherence to programmatic guidelines, and cost allowability.

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether SAM.gov identifies the applicant as being excluded from receiving federal awards or is flagged for any integrity record submission. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal award.
- iv. Reports and findings from audits.

- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. *Supplemental Financial Integrity Criteria and Review*

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required by 41 U.S.C. § 2313 and 2 C.F.R. § 200.206(a)(2) to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

Applications will be reviewed to ensure compliance with administrative application requirements, and that all proposed activities and budget line-items are allowable under this program.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

2. Pass-Through Requirements

The SAA must pass-through 100% of funding to the subrecipients identified in Appendix A of this NOFO.

3. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA, as applicable.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7 or other applicable regulations.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. *Environmental Planning and Historic Preservation (EHP) Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources including, but not limited to, threatened or endangered species and historic properties; and identify mitigation measures and/or alternative courses of action that may lessen any impact to those resources.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies. FEMA may recommend mitigation measures and/or alternative courses of action to lessen any impact to environmental resources and bring the project into compliance with EHP requirements.

Guidance on the EHP process is found at [Environmental Planning and Historic Preservation](#). The site contains links to various documents including those identifying agency EHP responsibilities and program requirements, such as implementation of the National Environmental Policy Act and other EHP laws, regulations, and Executive Orders. DHS and FEMA EHP policy is also found in the [EHP Directive & Instruction](#).

All FEMA actions, including grant-funded actions, must comply with National Flood Insurance Program criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 CFR § 9.11(d)(6)).

All FEMA-funded non-critical actions in 1% annual chance floodplains (also known as 100-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the lower of:

- Two feet above the 1% annual chance flood elevation (also known as the base flood elevation), in accordance with the Federal Flood Risk Management Standard (FFRMS) “Freeboard Value Approach” (FVA); or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least two feet above the 1% annual chance flood elevation.

All FEMA-funded critical actions in 1% annual chance floodplains or 0.2% annual chance floodplains (also known as 500-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the higher of:

- Three feet above the 1% annual chance flood elevation; or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least three feet above the 1% annual chance flood elevation.

See Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input.

The GPD EHP screening form is located at

https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at https://www.fema.gov/sites/default/files/documents/fema_gpd-ehp-policy-guidance.pdf.

d. *National Incident Management System (NIMS) Implementation*

In expending funds under this program, recipients that are state, local, tribal, or territorial governments must ensure and maintain adoption and implementation of NIMS. The state, local, tribal, or territorial government must show adoption of NIMS during any point of the period of performance.

The list of objectives used for progress and achievement reporting is at

<https://www.fema.gov/emergency-managers/nims/implementation-training>.

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) to meet incident needs. Using standardized resource management concepts such as typing, credentialing, and inventorying, promote a strong national mutual aid capability needed to support delivery of core capabilities. Additional information on resource management, NIMS resource typing definitions, job titles, and position qualifications

is on FEMA's website at <https://www.fema.gov/emergency-managers/nims/components>.

FEMA developed the [National Incident Management System Guideline for the National Qualification System](#) to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes and identifies tools which Federal Emergency Response Officials and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses.

Although state, local, tribal, and private sector partners (including nongovernmental organizations) are not required to credential their personnel in accordance with these guidelines, FEMA strongly encourages them to do so to leverage the federal investment in the Federal Information Processing Standards 201 infrastructure and to facilitate interoperability for personnel deployed outside their home jurisdiction.

Additional information about NIMS in general is available at <https://www.fema.gov/emergency-managers/nims>.

e. *Mandatory Disclosures*

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 CFR 200.113)

Please note applicants and recipients may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the [Office of Inspector General \(OIG\) Hotline](#). The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

a. *Financial Reporting Requirements*

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at <https://apply07.grants.gov/apply/forms/sample/SF425-V1.0.pdf>

Recipients must file the FFR electronically using FEMA GO.

II. FFR REPORTING PERIODS AND DUE DATES

An FFR must be submitted quarterly throughout the POP, including partial calendar quarters, as well as in periods where no grant award activity occurs. The final FFR is due within 120 calendar days after the end of the POP. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

Except for the final FFR due at 120 days after the end of the POP for purposes of closeout, the following reporting periods and due dates apply for the FFR:

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

b. Programmatic Performance Reporting Requirements

I. PERFORMANCE PROGRESS REPORT (PPR)

Recipients are responsible for providing updated performance reports on a biannual basis as an attachment in FEMA GO. The PPR must include:

- A brief narrative of overall project(s) status;
- A summary of project expenditures; and
- A description of any potential issues that may affect project completion.

The following reporting periods and due dates apply for the PPR:

Reporting Period	Report Due Date
January 1 – June 30	July 30
July 1 – December 31	January 30

c. Closeout Reporting Requirements

I. CLOSEOUT REPORTING

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

- The final request for payment, if applicable.
- The final FFR (SF-425).
- The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance. If applicable the recipient must include with the final progress report an inventory of all construction projects.
- A qualitative narrative summary of the impact of those accomplishments throughout the entire POP; and

- v. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance. If the final FFR and performance report periods coincide with the end of the period of performance, FEMA has discretion under 2 C.F.R. Part 200 to waive the last quarterly/semiannual/annual reports and only require the final FFR and performance report for closeout purposes. The recipient is responsible for returning any balances of unobligated or unliquidated funds that have been drawn down that are not authorized to be retained per 2 C.F.R. § 200.344(d).

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient

does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in Contracting Performance Assessment Reporting System (CPARS) the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. *Additional Reporting Requirements*

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Appendix XII to 2 C.F.R. Part 200 sets forth a term and condition related to recipient integrity and performance matters that will apply to all federal awards

under this funding opportunity. If the total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of a federal award under this funding opportunity, then a recipient must maintain the currency of information reported in the Contracting Performance Assessment Reporting System (CPARS) about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

A recipient that expends \$750,000 or more during the recipient's fiscal year in federal awards (as defined by 2 C.F.R. § 200.1) must have a single audit conducted in accordance with 2 C.F.R. § 200.514 except when it elects to have a program-specific audit conducted in accordance with 2 C.F.R. § 200.501. The audit must be conducted in accordance with 2 C.F.R. Part 200, Subpart F and, as required by 2 C.F.R. § 200.514, in accordance with the U.S. Government Accountability Office (GAO) Generally Accepted Government Auditing Standards, which can be found on the Yellow Book page of the GAO website.

5. Monitoring and Oversight

The regulation at 2 C.F.R. § 200.337 provides DHS and any of its authorized representatives with the right of access to any documents, papers, or other records of the recipient [and any subrecipients] that are pertinent to a federal award in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents. Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review project accomplishments and management control systems to evaluate project accomplishments and to provide any required technical assistance. During site visits, DHS may review a recipient's or subrecipient's files pertinent to the federal award and interview and/or discuss these files with the recipient's or subrecipient's personnel. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal

Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary 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.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. *Program Office Contact*

For general questions about the EOC Grant Program, please contact FEMA Grants News by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET. Questions regarding specific EOC Grant Program awards and funded projects should be directed to the appropriate FEMA Regional Office (see below).

b. *FEMA Grants News*

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal,

state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. *Grant Programs Directorate (GPD) Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. *FEMA Regional Offices*

FEMA Regional Offices manage, administer, and conduct the application budget review, create the award package, approve, amend, and close out awards, as well as conduct cash analysis, financial and programmatic monitoring, and audit resolution for the EOC Grant Program. The Regions also provide technical assistance to EOC Grant Program recipients.

FEMA Regional Office contact information is available at <https://www.fema.gov/fema-regional-contacts>.

e. *Equal Rights*

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. *Environmental Planning and Historic Preservation*

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. *FEMA GO*

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that

subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

[OMB Memorandum M-21-27](#), Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect). Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Preparedness Officer and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;
- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the Investment Justification and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;

- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 120 days prior to the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than a six-month period.

4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against qualified individuals with disabilities.

Grant and cooperative agreement recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant or cooperative agreement.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities and intellectual disabilities to the extent practicable.
- Provide auxiliary aids and services, including American Sign Language interpreters, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, needs of individuals with intellectual disabilities, and information access

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement**

standards at 2 C.F.R. §§ 200.317 – 200.327. Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women’s business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB’s revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as Section D.12.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. *Competition and Conflicts of Interest*

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and

eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her

partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. *Supply Schedules and Purchasing Programs*

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of

minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Preparedness Officer.

d. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

7. Financial Assistance Programs for Infrastructure

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184 and Office of Management and Budget (OMB) Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For FEMA's official policy on BABAA, please see FEMA Policy 207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure available at https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#), and https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf

b. *Waivers*

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

c. *Definitions*

For BABAA specific definitions, please refer to the FEMA Buy America website at: ["Programs and Definitions: Build America, Buy America Act | FEMA.gov."](#)

Please refer to the applicable DHS Standard Terms & Conditions for the BABAA specific term applicable to all FEMA financial assistance awards for infrastructure.

8. Record Retention

a. *Record Retention Period*

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency

for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).

- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned.** *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate.** *See* 2 C.F.R. § 200.334(f).

b. *Types of Records to Retain*

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Canceled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.,* 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. *Actions to Address Noncompliance*

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine

monitoring, audits, civil rights complaint investigations and compliance reviews, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19 or other applicable regulations.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long as the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA may attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header “Single Audit Report” within the subsection 4.d. “Additional Reporting Requirements.”

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) 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. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

[Whole Community](#) includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations
- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase “Whole Community” often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents.
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Report issues of fraud, waste, abuse

Please note, when applying to this notice of funding opportunity and when administering the grant, applicants may report issues of fraud, waste, abuse, and mismanagement, or other

criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

14. Hazard-Resistant Building Codes

Hazard-resistant building codes are a foundational element of a more resilient nation, safeguarding communities and lives against natural disasters, with an estimated \$11:1 return on investment. The adoption, enforcement and application of modern building codes mitigates community vulnerabilities, reduces disaster recovery costs, and strengthens nationwide capability. FEMA is working to promote and support building codes in all areas of its work in support of the multi-agency National Initiative to Advance Building Codes. In the interest of building a stronger, more resilient nation, FEMA encourages all grant recipients and subrecipients to meet current published editions of relevant consensus-based building codes, specifications and standards, and to exceed them where feasible.”

15. Procedures for Establishing Indirect Cost Rates

The requirements and procedures for establishing indirect cost rates are the same for all the preparedness programs outlined in the FY 2024 [Preparedness Grants Manual](#). The process for establishing the indirect cost rate varies based on the type of entity and the amount of funding they receive:

- If the entity is a non-governmental entity, and is a subrecipient, indirect cost rate procedures are outlined in 2 CFR 200.332(a)(4). These types of entities may either use the de minimis rate or negotiate a rate with the pass-through entity.
- If the subrecipient is a state or local governmental entity, indirect cost rate procedures are established in 2 CFR 200, Appendix VII.
 - Per Paragraph D.1.b. of Appendix VII, state or local governmental entities receiving grant funds must develop an indirect cost rate proposal.
 - If the state or local entity receives more than \$35 million in grant funding, the proposal must be approved by the cognizant agency.
 - If a state or local entity receives \$35 million or less in grant funding, they have to develop an indirect cost rate proposal, but that indirect cost rate proposal does *not* need to be approved by the cognizant agency.
- If a state or local governmental entity wants to use the de minimis rate (instead of developing an indirect cost rate proposal), they can request a case-by-case exception from FEMA (per 2 CFR 200.102(b)).

16. Appendices

a. FY 2024 EOC Grant Program Projects

See the following pages for a list of eligible EOC projects under this grant program.

Recipient (State or Tribe)	Subrecipient	Project	Project Federal Amount	25% Project Cost Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost Share	Tribal or Subrecipient M&A Maximum
Blue Lake Rancheria	N/A	Toma Resilience Campus	\$637,195	\$212,398	\$637,195	\$849,593	\$31,860
San Pasqual Band of Mission Indians	N/A	Combination Reservation Fire/Police Station and Emergency Operations Center	\$3,000,000	\$1,000,000	\$3,000,000	\$4,000,000	\$150,000
Tohono O'odham Nation	N/A	Tohono O'odham Nation Western Police & Fire Substation/Regional Emergency Operations Center	\$1,000,000	\$333,333	\$1,000,000	\$1,333,333	\$50,000
AK	Haines Borough	Haines Emergency Operations Center	\$1,000,000	\$333,333	\$1,000,000	\$1,333,333	\$50,000
AL	Alabama Emergency Management Agency	Alabama State Emergency Operations Center	\$750,000	\$250,000	\$1,387,195	\$1,849,593	\$37,500
	Pickens County E911 Board	E-911 Communications Facility— Pickens County	\$637,195	\$212,398			\$31,860
AZ	Coconino County Emergency Management	Coconino County Emergency Operations Center	\$637,000	\$212,333	\$2,144,000	\$2,858,667	\$31,850
	Maricopa County Department of Emergency Management	Maricopa County: New Emergency Operations Center Technology Installation	\$1,507,000	\$502,333			\$75,350
CA	City of Anaheim	City of Anaheim Emergency Operations Center Relocation	\$1,500,000	\$500,000	\$7,966,590	\$10,622,120	\$75,000
	City of Calimesa	City of Calimesa Emergency Operations Center	\$1,000,000	\$333,333			\$50,000

Recipient (State or Tribe)	Subrecipient	Project	Project Federal Amount	25% Project Cost Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost Share	Tribal or Subrecipient M&A Maximum
	City of Chico	City of Chico Emergency Operations Center Upgrades	\$300,000	\$100,000			\$15,000
	City of El Segundo	El Segundo Emergency Operations Center Project	\$322,500	\$107,500			\$16,125
	City of La Verne	Emergency Operations Center Upgrades	\$169,000	\$56,333			\$8,450
	City of Palmdale	Emergency Operations Center Improvement Project	\$1,312,500	\$437,500			\$65,625
	City of Petaluma	City of Petaluma Emergency Operations Center	\$637,195	\$212,398			\$31,860
	City of San Gabriel Fire Department	City of San Gabriel Emergency Operations Center	\$225,000	\$75,000			\$11,250
	City of South Gate	City of South Gate Emergency Operations Center	\$1,226,000	\$408,667			\$61,300
	County of Solano	Solano County Emergency Operations and Emergency Communications Centers	\$637,195	\$212,398			\$31,860
	San Francisco Fire Department	San Francisco Fire Department Fire Training Facility	\$637,200	\$212,400			\$31,860
CO	Hinsdale County	Hinsdale County Emergency Operations Center	\$2,000,000	\$666,667	\$2,000,000	\$2,666,667	\$100,000
FL	City of Dania Beach	City of Dania Beach Emergency Operations Center	\$637,195	\$212,398	\$6,637,195	\$8,849,593	\$31,860
	Franklin County Board of County Commissioners	Franklin County Emergency Operations Center	\$1,500,000	\$500,000			\$75,000

Recipient (State or Tribe)	Subrecipient	Project	Project Federal Amount	25% Project Cost Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost Share	Tribal or Subrecipient M&A Maximum
	Hillsborough County	Hillsborough County Emergency Operations Center Improvements	\$1,500,000	\$500,000			\$75,000
	Pasco County Board of County Commissioners	Design of Consolidated Public Safety Facility in Pasco	\$3,000,000	\$1,000,000			\$150,000
GA	Clayton County Board of Commissioners	Clayton County Emergency Operations Center	\$300,000	\$100,000	\$3,206,000	\$4,274,667	\$15,000
	Richmond County	Augusta Emergency Operations Center	\$1,500,000	\$500,000			\$75,000
	Warren County Board of Commissioners	Warren County Emergency Operations Center	\$1,406,000	\$468,667			\$70,300
HI	Honolulu Police Department	Honolulu Police—Emergency Preparations	\$1,550,000	\$516,667	\$1,550,000	\$2,066,667	\$77,500
IL	Board of Trustees of Western Illinois University	Western Illinois Emergency Operations Center	\$1,550,000	\$516,667	\$2,358,595	\$3,144,793	\$77,500
	Village of Buffalo Grove	Buffalo Grove Emergency Operations Center Communications Technology	\$171,400	\$57,133			\$8,570
	Village of Lansing	Village of Lansing Regional Emergency Operations Center	\$637,195	\$212,398			\$31,860
KS	Johnson County	Johnson County Emergency Operations Center Update	\$1,000,000	\$333,333	\$1,000,000	\$1,333,333	\$50,000
LA	Morgan City Harbor and Terminal District	Port of Morgan City Emergency Operations Center Upgrades	\$2,300,000	\$766,667	\$2,300,000	\$3,066,667	\$115,000

Recipient (State or Tribe)	Subrecipient	Project	Project Federal Amount	25% Project Cost Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost Share	Tribal or Subrecipient M&A Maximum
MA	Town of Easton	Town of Easton Public Safety Public Works Facilities Replacement Project	\$200,000	\$66,667	\$700,000	\$933,333	\$10,000
	Town Of Sudbury	Town of Sudbury Emergency Operations Center	\$500,000	\$166,667			\$25,000
MD	Maryland Department of Emergency Management	City of Rockville Emergency Operations Center	\$592,500	\$197,500	\$592,500	\$790,000	\$29,625
ME	York County Fire/EMS Office	York County Fire/EMS Office—Emergency Operations Center Construction	\$1,063,000	\$354,333	\$1,063,000	\$1,417,333	\$53,150
MI	City of Westland	Westland Emergency Operations Center	\$98,000	\$32,667	\$3,848,000	\$5,130,667	\$4,900
	County of Berrien	Emergency Operations Center and 911 Communication Center Project	\$3,000,000	\$1,000,000			\$150,000
	Michigan State University	Renovation of Michigan State University's Emergency Operations Center	\$750,000	\$250,000			\$37,500
MN	City of Chaska	City of Chaska Emergency Operations Center	\$1,575,000	\$525,000	\$1,575,000	\$2,100,000	\$78,750
MS	DeSoto County Mississippi	DeSoto County Emergency Operations Center	\$3,000,000	\$1,000,000	\$3,750,000	\$5,000,000	\$150,000
	Greene County Board of Supervisors	Greene County Emergency Operations Center 911 Annex	\$750,000	\$250,000			\$37,500

Recipient (State or Tribe)	Subrecipient	Project	Project Federal Amount	25% Project Cost Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost Share	Tribal or Subrecipient M&A Maximum
NC	Durham County Office of Emergency Services Emergency Management Division	Durham County Emergency Operations Center	\$637,195	\$212,398	\$637,195	\$849,593	\$31,860
NE	Grand Island-Hall County Emergency Management Department	Hall County/Grand Island P25 Radio Towers/Consoles	\$2,250,000	\$750,000	\$2,250,000	\$3,000,000	\$112,500
NH	City of Manchester Fire Department	City of Manchester Emergency Operations Center Security and ADA Compliant Access	\$1,455,000	\$485,000	\$1,702,000	\$2,269,333	\$72,750
	NH Department of Safety	NH State Emergency Operations Center Modernization Project	\$247,000	\$82,333			\$12,350
NJ	Atlantic City International Airport Fire Department	Atlantic City Airport Fire Department Emergency Operations Center	\$225,000	\$75,000	\$8,277,678	\$11,036,904	\$11,250
	Borough of Caldwell	Caldwell Emergency Operations Center Expansion	\$203,588	\$67,863			\$10,179
	Borough of Carteret	Carteret OEM Building Renovation and Expansion Project	\$637,195	\$212,398			\$31,860
	City of Clifton	Clifton Emergency Operations Center	\$637,195	\$212,398			\$31,860
	City of Orange Township	Orange Centralized Emergency Service Center	\$1,312,000	\$437,333			\$65,600
	County of Burlington	Burlington County Emergency Operations Center	\$637,195	\$212,398			\$31,860

Recipient (State or Tribe)	Subrecipient	Project	Project Federal Amount	25% Project Cost Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost Share	Tribal or Subrecipient M&A Maximum
	Gloucester County	Upgrade to Emergency Operations Centers—Clayton and West Deptford	\$225,000	\$75,000			\$11,250
	Monmouth County Sheriff's Office	Monmouth County Emergency Operations Center Renovations	\$1,241,250	\$413,750			\$62,063
	Township of Raritan	Installation of New Diesel Generators for Municipal Buildings in Raritan Township	\$459,000	\$153,000			\$22,950
	Township of Scotch Plains	Scotch Plains Emergency Operations Center	\$2,700,255	\$900,085			\$135,013
NM	Bernalillo County	Bernalillo County Emergency Operations Center	\$750,000	\$250,000	\$1,387,195	\$1,849,593	\$37,500
	Sierra County	Sierra County Emergency Operations Center	\$637,195	\$212,398			\$31,860
NY	City of Utica	Joint Emergency Operations Center/ Fire Station Seven	\$1,200,000	\$400,000	\$4,058,000	\$5,410,667	\$60,000
	City University of New York	Emergency Operations Center	\$1,000,000	\$333,333			\$50,000
	Incorporated Village of Freeport	Village of Freeport Emergency Operations Center	\$1,350,000	\$450,000			\$67,500
	Livingston County	Livingston County—Emergency Operations Center Resilient Microgrid	\$250,000	\$83,333			\$12,500
	Town of Smithtown	Expansion and Modernization of the Town of Smithtown Emergency Operations Center	\$200,000	\$66,667			\$10,000

Recipient (State or Tribe)	Subrecipient	Project	Project Federal Amount	25% Project Cost Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost Share	Tribal or Subrecipient M&A Maximum
	Wyoming County Office of Emergency Services	Wyoming County Emergency Operations Center	\$58,000	\$19,333			\$2,900
OH	City of Defiance	City of Defiance Fire and Rescue Division, Public Safety and Emergency Operations Complex	\$637,195	\$212,398	\$2,911,585	\$3,882,113	\$31,860
	Hamilton County	Emergency Operations Center project	\$1,000,000	\$333,333			\$50,000
	Ohio Emergency Management Agency	Franklin County Emergency Operations Center Technology and Hardening	\$637,195	\$212,398			\$31,860
	Sandusky County Auditor	EMS Facilities Upgrades Sandusky County	\$637,195	\$212,398			\$31,860
OR	Central Oregon Intergovernmental Council	CORE3 ECC Project	\$1,000,000	\$333,333	\$1,750,000	\$2,333,333	\$50,000
	Clackamas County	Clackamas 911 EOC Safety and Service Enhancements	\$750,000	\$250,000			\$37,500
PA	City of Scranton	City of Scranton Emergency Operations and Training Center	\$637,195	\$212,398	\$2,637,195	\$3,516,260	\$31,860
	Schuylkill County	Schuylkill County Emergency Operations Center	\$2,000,000	\$666,667			\$100,000
RI	Warwick Fire Department	Relocation of Warwick Fire Department Fire and Medical Services Emergency Operations Center	\$530,437	\$176,812	\$530,437	\$707,249	\$26,522

Recipient (State or Tribe)	Subrecipient	Project	Project Federal Amount	25% Project Cost Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost Share	Tribal or Subrecipient M&A Maximum
SC	Colleton County	Colleton County Emergency Operations Center Construction	\$637,195	\$212,398	\$12,188,195	\$16,250,927	\$31,860
	SC Emergency Management Division	Cherokee County Emergency Operations Center	\$2,551,000	\$850,333			\$127,550
	SC Emergency Management Division	Dillon County Emergency Operations Center	\$2,000,000	\$666,667			\$100,000
	SC Emergency Management Division	SCEMD Emergency Operations Center	\$7,000,000	\$2,333,333			\$350,000
TN	Anderson County Government	Anderson County Emergency Operations Center	\$2,942,940	\$980,980	\$6,580,135	\$8,773,513	\$147,147
	Shelby County Emergency Management and Homeland Security Agency	Shelby County Health Department Emergency Operations Center and Safe Room	\$637,195	\$212,398			\$31,860
	Tennessee Emergency Management Agency	Sevier County Emergency Operations Center	\$3,000,000	\$1,000,000			\$150,000
TX	City of Baytown	Baytown Emergency Operations Center	\$2,250,000	\$750,000	\$4,500,000	\$6,000,000	\$112,500
	Uvalde County	Uvalde County Emergency Operations Center Facility Buildout	\$2,250,000	\$750,000			\$112,500
VA	City of Fredericksburg	Fredericksburg Emergency Operations Center Security and Equipment	\$637,195	\$212,398	\$3,637,195	\$4,849,593	\$31,860
	City of Virginia Beach	Virginia Beach Joint Operations Center	\$3,000,000	\$1,000,000			\$150,000

Recipient (State or Tribe)	Subrecipient	Project	Project Federal Amount	25% Project Cost Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost Share	Tribal or Subrecipient M&A Maximum
VT	Town of St. Johnsbury	St. Johnsbury Armory Redevelopment	\$585,000	\$195,000	\$830,000	\$1,106,667	\$29,250
	Town of Stowe	Stowe Area Emergency Operations Center	\$245,000	\$81,667			\$12,250
WI	St. Croix County	St. Croix County Emergency Operations Center	\$412,000	\$137,333	\$937,000	\$1,249,333	\$20,600
	Wisconsin Emergency Management	Wisconsin Emergency Management State Emergency Operations Center Video Wall Replacement	\$525,000	\$175,000			\$26,250
WV	West Virginia Emergency Management Division	Kanawha County Emergency Operations Center	\$660,000	\$220,000	\$660,000	\$880,000	\$33,000
Totals:			\$103,189,080		\$103,189,080		



Commission Meeting

June 4, 2024

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Commission meeting held May 22, 2024 and Special Called Meeting held May 28, 2024.
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 MINUTES

Commission Chamber
Wednesday, May 22, 2024
2:00 PM

PRESENT

Mayor Garnett Johnson
Commissioner Brandon Garrett
Commissioner Jordan Johnson
Commissioner Bobby Williams
Commissioner Alvin Mason
Commissioner Sean Frantom
Commissioner Catherine Smith-McKnight
Commissioner Stacy Pulliam
Commissioner Tony Lewis
Commissioner Wayne Guilfoyle

ABSENT

Commissioner Francine Scott

INVOCATION

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

RECOGNITION(S)

- A. Congratulations!!!!!!** 2024 April Years of Service (YOS) 25–50-year recipients.

Presentations are made to the 2024 April 25-50 Years of Service recipients.

DELEGATION(S)

- B. Ms. Tamara Santos** relative to Best Friends Animal Society proposal.

Presentation is made by Ms. Santos.

- C. Ms. Karen Brown** requesting increase funding for the 7th annual Sand Hills Community Center Summer Program.

Presentation is made by Ms. Brown.

CONSENT AGENDA

(Items 1-22)

PLANNING

1. **Final Plat – S-991 – Southampton Section 11 – Final Plat** – A request for concurrence with Augusta Planning Commission to **APPROVE** a petition by Joe Gulino requesting final plat approval for Southampton Section 11, located at 2608 Inverness Drive. Reviewing agency approval 4/1/2024.
 Motion to approve.
 Motion made by Frantom, Seconded by Smith-McKnight.
 Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle
 Motion carries 9-0.
2. **Z-24-21** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Augusta Housing and Community Development on behalf of Augusta Georgia Land Bank Authority requesting a **rezoning from R-1C (One-family Residential) to R-3A (Multiple-family Residential)** affecting properties containing approximately 0.92 acres located at **1241, 1243, 1245, 1249, 1251 and 1257 Twelfth Street**. Tax Map #059-1-014-00-0, 059-1-013-00-0, 059-1-012-00-0, 059-1-011-00-0, 059-1-010-00-0, 059-1-009-00-0.
 Motion to approve.
 Motion made by Frantom, Seconded by Smith-McKnight.
 Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle
 Motion carries 9-0.
3. **Z-24-20** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Frank Pittman on behalf of Carolyn B. Gardner Estate requesting a rezoning from zone R-1 (One-family Residential) and B-1 (Neighborhood Business) to zone B-2 (General Business) affecting property containing approximately 3.2 acres located at 3202 Washington Road. Tax Map #011-1-016-00-0
 Motion to approve with a change in recommendation #2 to read "that there be a 50-foot well-planted landscape buffer along the southern property line and a 30-foot landscape buffer along the western property line for the portion adjacent to the pool and/or residential uses with the approval of the landscape plan by the Planning & Development Director for the buffer."
 Motion made by Frantom, Seconded by Smith-McKnight.
 Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle
 Motion carries 9-0.
4. **SE-24-07** – A request for concurrence with the Augusta Planning Commission to **DENY** a petition by N K Patel, LLC, requesting a **special exception** per Section 21-2(c) of the Comprehensive Zoning Ordinance **to establish a liquor store** affecting property containing approximately 0.52 acres located at **2059 Central Avenue**. Tax Map #044-2-157-00-0. Zoned B-1 (Neighborhood Business).
 Motion to deny.
 Motion made by Guilfoyle, Seconded by Garrett
 Voting Yea: Garrett, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Voting Nay: Johnson

Motion carries 8-1.

Motion to reconsider the vote on this item.

Motion made by Mason, Seconded by Garrett

Motion carries 9-0.

Motion to concur in the recommendation of the Planning Commission to deny the petition.

Motion made by Mason, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 5. SE-24-08** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by COEL Development Co. Inc., requesting a **special exception** per Section 8-2(a) of the Comprehensive Zoning Ordinance to reinstate special exception Z-20-34 to develop single-family lots not to exceed a density of 3 units per acre affecting properties containing approximately 59.32 acres located at **4477-B Windsor Spring Road and 2551 Willis Foreman Road. Tax Map #179-0-186-00-0 and 179-3-001-00-0. Zoned R-1 (One-family Residential)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 6. SE-24-09** – A petition by Shaboni Reed on behalf of Melvin Lewis Jr. requesting a **special exception** per Section 26-1(h) of the Comprehensive Zoning Ordinance **to establish a family personal care home** affecting property containing approximately 0.48 acres located at **3013 Storey Drive. Tax Map #070-3-007-00-0. Zoned R-1A (One-family Residential).**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

PUBLIC SERVICES

- 7. Motion to approve A.N. 24-25 – Existing Location, New Ownership: Spencer Sasko for BJS Augusta requesting Liquor, Beer and Wine consumption on premises** located at 813 Broad Street. District 1, Super District 9. **(Approved by Public Services Committee May 14, 2024)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

8. Motion to **approve** a bequest from the Susan Calhoun Pund Park Trust for Magnolia Cemetery, to receive the bequest, to add the funds of the bequest to the Cemetery Perpetual Care Fund, and to authorize the Mayor to execute the agreement and all related documents. **(Approved by Public Services Committee Meeting May 14, 2024).**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

ADMINISTRATIVE SERVICES

9. Motion to **approve** the purchase of 17 Dodge Police Chargers and a Dodge Durango at a total cost of \$840,749.26 from Thomson Motor Center for the Richmond County Sheriff's Office. **(Approved by Administrative Services Committee May 14 2024)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

10. Motion to **approve** of the following annual bid items, as the estimated annual purchases for these items are expected to exceed \$25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. Phase V - for annual Bid items - Phase V for: Annual Bid #24-065 Fireworks for Independence Day Celebration and 24-066 Warehouse Supplies. The award for both items is for one (1) year with an option to extend for (1) additional year. **(Approved by Administrative Services Committee May 14, 2024)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

11. Motion to **approve** a change order of purchase order 21REC033 to provide professional services related to furniture at the Henry Brigham Community Center in the total amount of \$153,473.16 Johnson Laschober & Associates, PC. **(Approved by Administrative Services Committee May 14, 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Johnson, Williams, Mason, Pulliam, Lewis, Guilfoyle
Voting Nay: Garrett, Frantom, Smith-McKnight

Motion carries 6-3.

12. Motion to **approve** tasking the Administrator with updating the Commission on the development of a succession plan for all of the City department. **(Approved by Administrative Services Committee May 14, 2024)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

ENGINEERING SERVICES

13. Motion to **approve** the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Governors Place Phase 1. **(Approved by Engineering Services Committee May 13, 2024)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

14. Motion to **approve** and authorize Augusta Engineering accepting no-cost time extension to Georgia Environmental Protection Division (EPD) Section 319(h) FY21 Grant – Element 12 Phase 2 Biota Implementation in an Urban Stream through Aquatic Habitat Restoration and authorize mayor to execute associated documents. AE. **(Approved by Engineering Services Committee May 14, 2024)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

15. Motion to **approve** Sole Source Procurement of Power Provider for Augusta Corporate Park Wastewater Pumping Station. **(Approved by Engineering Services Committee May 14, 2024)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

16. Motion to **approve** modifying the Speed Hump Policy to limit the petition signatures to people who actually live on the street that are homeowners in order to reach the 50% plus one. **(Approved by Engineering Services Committee May 14, 2024)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

FINANCE

17. Motion to **approve** funding for three Flock Cameras to be placed at the three entrances to Goshen Plantation for one year. Cost per Sheriff is 3500.00 per camera per year; fund through ARP funds. **(Approved by Finance Committee May 14, 2024).**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

18. Motion to **approve** engaging UHY Advisors Mid Atlantic to conduct audit of Parks and Recreation. **(Approved by Finance Committee May 14, 2024)**

It was the consensus of the Commission that this item be referred back to committee without objection.

PUBLIC SAFETY

19. Motion to **approve** the acceptance of a \$50,000 Learning Loss Grant from the United Way of Greater Atlanta. **(Approved by Public Safety Committee May 14, 2024)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

20. Motion to **approve** the renewal of existing maintenance contract for software related to communication equipment. This is a state contract. State Contract 99999-SPD-T201205501-0006. **(Approved by Public Safety Committee May 14, 2024)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

21. Motion to **approve** No-Cost Amendment to the Master Services Agreement with ADP for the HRIS and Payroll System. **(Approved by Public Safety Committee May 14, 2024)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

PETITIONS AND COMMUNICATIONS

22. Motion to **approve** the minutes of the May 7, 2024 regular Commission and the May 14, Special Called Meetings.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 23-26)

PUBLIC SERVICES

23. Motion to **approve A.N. 24-24 - New Location: Sydevist Manuel for Outsyde** requesting **Liquor, Beer and Wine consumption on premises** located at 1201 Greene Street. District 1, Super District 9 **(No recommendation from Public Services Committee May 14, 2024)**

Motion to approve.

Motion made by Johnson, Seconded by Mason.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

ENGINEERING SERVICES

24. Motion to **approve** the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month. **(Referred from April 30 Engineering Services Committee; no recommendation from Engineering Services Committee May 14, 2024)**

It was the consensus of the Commission that this item be referred back to committee on May 28 without objection.

FINANCE

25. Motion to **approve** holding the SPLOST 9 Infrastructure and Facilities Work Session on June 20, 2024, and the FY25 Budget Retreat on June 26, 2024; and allow the Interim Administrator to present some additional dates for the budget retreat. **(No recommendation from the Finance Committee May 14, 2024)**

Motion to approve holding the work session on June 20, 2024 and the budget retreat at the Brigham Community Center on June 17, 2024 from 9:00 am until 4:00 pm.

Motion made by Johnson, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

26. Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.

CALLED MEETING

COMMISSION CHAMBER
May 28, 2024

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, May 28, 2024, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Mason, Frantom, Garrett, McKnight, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

ABSENT: Hons. Scott and Pulliam, members of Augusta Richmond County Commission.

Mr. Mayor: Good morning. Welcome back after a long three-day holiday weekend. Madam Clerk, I call this meeting to order. Attorney Brown.

1. LEGAL MEETING

A. Pending and potential litigation

B. Real estate

C. Personnel

Mr. Brown: Good morning, Mayor and Commissioners. We would request a motion to go into executive session for discussion of pending or potential litigation, real estate and personnel.

Mr. Garrett: So moved.

Ms. McKnight: Second.

Mr. Mayor: All right, Madam Clerk, there's a motion and a second. We're voting.

**Ms. Pulliam, Mr. Mason, Mr. Frantom and Ms. Scott out.
Motion carries 6-0.**

Mr. Mayor: Thank you, Madam Clerk. We're now suspending to executive session. Thank you so much.

[EXECUTIVE SESSION]

Mr. Mayor: All right, Madam Clerk, I'll call this meeting back to order. Attorney Brown.

2. Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.

Mr. Brown: Thank you, Mayor Johnson, Commissioners. We would request a motion to execute the closed meeting affidavit.

Mr. Frantom: So moved.

Mr. Garrett: Second.

Mr. Mayor: There has been a motion and a second. Colleagues, we're voting.

Motion carries 8-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, are there any motions as a result of our executive session?

Mr. Brown: Yes, sir, there are, Mayor Johnson. We would request a motion to accept the resignation of Deputy General Counsel Rachel Mack effective July 12, 2024 and to approve six months' severance paid by way of salary continuation upon the execution of a customary voluntary separation and release of claims agreement to be prepared by Augusta, Georgia Law Department and to be available for consultation purposes during the severance period.

Mr. Garrett: So moved.

Ms. McKnight: Second.

Mr. Mayor: All right, there's a motion and a second. Commissioner Frantom.

Mr. Frantom: Yeah, I mean just to let IT know our screens aren't working up here so he can't see if there is anybody in the queue. But just for clarity to the general public because this goes out to the media every time about six months' severance, Administrator Douse, can you confirm that there are 17 employees left to get the six months, only 17 employees?

Ms. Douse: That's correct, Commissioner, that was the information I received, however, I don't know if these two are part of that 17, but it's at or about 17 employees remaining.

Mr. Frantom: Thank you. Thank you, Mr. Mayor.

Mr. Mayor: Thank you, sir. Madam Clerk, there's a motion and a second. Commissioner Guilfoyle, are you still in the queue? Are you good?

Mr. Guilfoyle: For Attorney Brown.

Mr. Mayor: All right.

Mr. Guilfoyle: For Attorney Brown, question. I see that we've got 17 SES employees left in this old phase of getting paid, this check. My question is what would happen if the body said no?

Mr. Brown: I would rather discuss this in legal, however, I believe they would be in violation of contract violation.

Mr. Guilfoyle: Thank you, Attorney Brown.

Mr. Mayor: All right, seeing no other colleagues in the queue, we've voting.

Motion carries 8-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown.

Mr. Brown: Thank you, Mayor Johnson. We would also request a motion to accept the resignation of Tim Weegar, Deputy Director at the Airport, Director of Operations and Airport Security Coordinator, effective August 1, 2024 and to approve six months' severance pay by way of salary continuation upon execution of the customary voluntary separation and release of claims agreement to be prepared by the Augusta Georgia Law Department and to be available for consultation purposes during the severance period. And just one other matter please. That is it.

Mr. Frantom: So moved.

Ms. McKnight: Second.

Mr. Mayor: All right, there's a motion and a second. Madam Clerk, we're voting.

Motion carries 8-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, any other additional items?

Mr. Brown: No, sir.

Mr. Mayor: All right, if that is it, Madam Clerk, this meeting is hereby adjourned and turned over to the committee cycle.

The Clerk: Yes, sir.

Mr. Mayor: Thank you much.

[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 May 28, 2024.

Clerk of Commission



Commission Meeting

June 4, 2024

UHY Advisors Mid Atlantic Audit

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve engaging UHY Advisors Mid Atlantic to conduct audit of Parks and Recreation. (No recommendation from Finance Committee May 28, 2024)
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



Proposal to Provide Professional Services for

**The Municipal Government of
Augusta and Richmond County**

Parks and Recreation Department Audit

May 07, 2024



Submitted by

UHY Advisors Mid-Atlantic, Inc.
980 Hammond Dr., Ste. 100
Atlanta, GA 30328

Headquarters

**8601 Robert Fulton Drive, Suite #210
Columbia, MD 21046**

The Municipal Government of Augusta and Richmond County

Table of Contents

Fee Proposal1

the Department Government of Nevada - San Francisco County

Fee Proposal

We strive to keep our fees at the most reasonable level while upholding the highest professional standards. We look forward to a long-term relationship with the County that allows you to concentrate on running your business while we manage and provide guidance on financial matters.

Based on our understanding of your relevant financial information, we have developed a preliminary estimate for our services:

Level	Hours	Rate	Total
Managing Director	28	\$420	\$11,760
Manager	64	\$252	\$16,128
Senior Consultant	96	\$236	\$22,656
Consultant	120	\$176	\$21,120
Total	308	-	\$71,664

We based our estimate on the following:

- Initial review of your financial records
- Prompt responses to inquiries
- Representations from personnel and a reasonable level of assistance

Should our assumptions concerning these matters be incorrect, or should the condition of the records, degree of cooperation, or other issues beyond our reasonable control require additional commitments by us beyond those on which our estimated fees are based, fees and deadlines may be adjusted accordingly.



FEE PROPOSAL

The proposer should provide a not-to-exceed fee and expense amount for the audit scope identified in this RFP. Total hours and a weighted average rate per hour should be provided to support the fees. Fees will be based upon the actual total hours. Fee Schedule should include the following information:

Total not to exceed Fee for the services requested: \$ 71,664

	Standard Hourly Rate	Client Discount	Hourly Rate	Number of hours
Partner	\$525	20%	\$420	<u>28</u> hours
Manager	\$315	20%	\$252	<u>64</u> hours
Senior Consultant	\$295	20%	\$236	<u>96</u> hours
Staff	\$220	20%	\$176	<u>120</u> hours
Total		<u>20</u> %		<u>\$ 308</u> hours

Fee Proposal must be in a separate, sealed envelope labeled "Fee Proposal" on the outside of the package to clearly indicate that it is in response to
RFP #24-902 PARKS AND RECREATION DEPARTMENT AUDIT



Jack Reagan, Managing Director
410-423-4832 | jreagan@uhy-us.com

UHY Advisors Mid-Atlantic, Inc.
980 Hammond Drive, Suite 100
Atlanta, GA 30328

NATIONAL

**For a complete listing of our U.S. offices,
please visit: www.uhwy-us.com/locations**

GLOBAL

**For a complete listing of our member firms,
please visit: www.uhy.com/locations**

866-993-6772
info@why.us.com

[illegible]

Cherry Bekaert and Holland
1029 Greene Street
Augusta, GA 30901-2203

Fuller Frost & Associates CPAs
3638 Walton Way Ext #300
Augusta, GA 30909

Baird & Company
4210 Columbia Road, Building 10
Augusta, GA 30907

Elliot Davis, LLC
1 10th St Suite 400
Augusta, GA 30903

Mauldin & Jenkins
200 Galleria Parkway, Suite 1700
Atlanta, GA 30339

Rhoden CPA Firm
808 Greene St
Augusta, Ga 30901

Jones, Jones, Davis & Associates
3602 Wheeler Road
Augusta, GA 30909

Bedingfeld, McCutcheon & Perry
828 Greene Street
Augusta, GA 30901

The Cleveland Group, CPAs
3740 Executive Center Drive
Martinez, GA 30907

Edward W Brown, CPA, P.C.
3744 Walton Way Ext
Augusta, GA 30907

Reznick Group
3560 Lenox Rd., NE Suite 2800
Atlanta, GA 30326-4276

Sanford Lloyd CPA
1121 Greene St
Augusta, Ga 30901

Salazar CPA
3604 Wheeler Rd #B
Augusta, GA 30909

Neal's Accounting Services
3320 Washington Rd D
Augusta, GA 30907

Mc Cutcheon R Bates CPA
828 Greene St
Augusta, GA 30901

T. Wayne Owens & Associates, PC
1005 Broas St UNIT 302
Augusta, GA 30901

Tedford CPA
808 Stevens Creek Rd
Augusta, GA 30907

Mayo Strategic Advisors
2907 Professional Pkwy
Augusta, GA 30907

John T. Murphy CPA
931 Stevens Creek Rd
Augusta, GA 30907

SME
2743 Perimeter Parkway
Building 100, Suite 200
Augusta, GA 30909

Nichols Cauley & Associates
2800 Century Parkway NE Suite 900
Atlanta, GA 30345-3140

Bates Carter
525 Candler Street NE
Gainesville, Ga 30501

Rushton & Company
726 South Enota Drive Suite A
Gainesville, GA 30501

Deloitte
191 Peachtree St. NE #2000
Atlanta, GA 30303

Donna Williams
Finance Department

Timothy Schroer
Finance Department

Phyllis Johnson
Compliance

RFP Item #24-902 Clarification No.1
Parks and Recreation Department Audit
for- Augusta, GA Finance Dept.
Due: May 7, 2024 @ 11:00 A.M.

RFP Item #24-902 Clarification No.1
Parks and Recreation Department Audit
for- Augusta, GA Finance Dept.
MAIL DATE: 05/02/2024

EY
303 Peachtree St NE #2000
55 Ivan Allen JR. Blvd #1000
Atlanta, GA 30308

KPMG LLP
303 Peachtree St NE #2000
Atlanta, GA 30308

Aprlo LLP
2002 Summit Blvd NE #120
Atlanta, GA 30319

Grant Thornton
110 Peachtree Street NE Suite 1400
Atlanta, GA 30309

Bennett Thrasher LLP
330 Riverwood Pkwy #700
Atlanta, GA 30339

UHY
8601 Robert Fulton Dr Suite 210
Columbia, MD 21406

Baker Tilly
Perimeter Center West Suite 1100
Atlanta, Ga 30338

Plante & Morgan, PLLC
3000 Town Center, Suite 100
Southfield, MI 48075

Marcum LLP
53 State Street, 17th Floor
Boston, MA 02109

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Wednesday, April 17, 2024 6:07 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000052

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-2024-000000052
Event Title: 24-902 Parks and Recreation Department Audit
Event Type: Non-State Agency

Process Log

2024/04/17 18:02:45 : Log starts for - 11423933 - EVENT_RELEASE_TO_SUPL
2024/04/17 18:02:48 : Email Process Log for the Event#: PE-72155-NONST-2024-000000052
2024/04/17 18:02:48 : Email Batch# 2404178361
2024/04/17 18:02:48 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/04/17 18:04:55 : Bad Email not sent to CONNER.PINSON@TITUS-US.COM RON.STEIGER@TITUS-US.COM of THE TITUS GROUP
2024/04/17 18:07:04 : Total No of Contacts found for sending Email: 639
2024/04/17 18:07:04 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000052&sourceSystemType=gpr20>

04/17/2024 06:07:04 PM

[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.]

purchasing team

Planholders

Add Supplier

Export To Excel

Supplier (4)

Supplier	Download Date
Dodge Data	04/17/2024
In Touch Reno LLC	04/17/2024
Onvia, Inc. - Content Department	04/17/2024
Planet Safety Consulting Group	04/23/2024

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
24-092_RFP	Bid Document / Specifications	View History
24-902_CLAR1	Clarification	View History

THEORY OF THE EARTH

THEORY OF THE EARTH

The theory of the earth is a branch of geology which deals with the origin and development of the earth and its various parts.

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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:

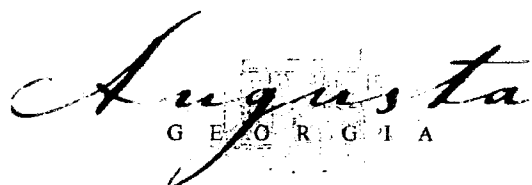
- (1) The ability, capacity, and skill of the offeror to perform the contract or

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.



Procurement Department

Mrs. Gert Sams, Director

May 14, 2024

Ms. Takiyah A. Douse, Interim Administrator
535 Telfair Street, Suite 901
Augusta, GA 30901

Subject: REVISED Recommendation for Award of RFP 24-902 Parks and Recreation Audit

Good morning,

I am writing to communicate the outcome of the Evaluation Committee's deliberations regarding Request for Proposal (RFP) 24-902 for the Parks and Recreation Department Audit. The Evaluation Committee reconvened on May 10, 2024, following additional considerations prompted by advice from the Procurement Department and in consultation with the Law Department, regarding an additional proposal.

On May 7, 2024, at 8:02 am UPS made a delivery attempt prior to normal department office hours. After reviewing several documents: the Committee's recommendation, an email from UHY detailing the delivery attempt and FedEx notes which prove the delivery attempt, I accepted the package without making any exceptions, due to the fact that there was an attempt to deliver timely. The Committee was asked to reconvene and consider the package submitted by UHY Advisors Mid-Atlantic, Inc. of which addresses the needs of Augusta and the directives of the Commission.

After thorough review and evaluation of all submissions, including an entry deemed timely by the Procurement Department, the Evaluation Committee reached a consensus. It is our collective recommendation that the engagement for the audit of the Parks and Recreation Department be awarded to UHY Advisors Mid-Atlantic, Inc.

This decision is rooted in a comprehensive assessment of various factors, including, but not limited to, the responsiveness to Augusta's needs and the alignment with Commission directives. UHY Advisors Mid-Atlantic, Inc. emerged as the most suitable candidate, exhibiting both professional competence and a commitment to meeting the requirements outlined in the RFP.

In accordance with Augusta's Code, which stipulates the selection of the most responsible and responsive offeror at a compensation deemed fair and reasonable by the Procurement Director, the recommendation aligns with our fiduciary obligations to the city. The fee proposal submitted by UHY Advisors Mid-Atlantic, Inc., totaling \$71,664 for 308 hours, reflects a judicious balance between cost considerations and the scope, complexity, and professional standards of the services to be rendered.

The Evaluation Committee's decision is further supported by the cumulative score of 322.6 obtained by UHY Advisors Mid-Atlantic, Inc., indicating their alignment with the evaluation criteria outlined in the RFP.

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

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

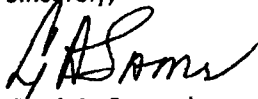


Scan this QR code with your
smartphone or camera equipped
tablet to visit the Augusta, Georgia


As the Procurement Director, I concur with the revised recommendation of the Evaluation Committee. It is my determination that this decision serves the best interests of Augusta, Georgia, and upholds the principles of fairness, transparency, and accountability in our procurement processes.

Thank you for your attention to this matter. Should you have any further inquiries or require additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "G. A. Sams", written over a horizontal line.

Geri A. Sams | Procurement Director
Augusta, GA Government

<div>  <p>Augusta G E O R G I A</p> </div> <p>RFP Opening: RFP Item #24-902 Parks and Recreation Department Audit for Augusta, GA – Finance Department RFP Due: Tuesday, May 7, 2024 @ 11:00 a.m.</p>						
<p>Total Number Specifications Mailed Out: 32 Total Number Specifications Download (Demandstar): 4 Total Electronic Notifications (Demandstar): 324 Georgia Procurement Registry: 638 Total packages submitted: 2 Total Noncompliant: 0</p>						
VENDORS	Attachment "B"	E-Verify	Save Form	Fee Proposal	Original	7 Copies
Marcum LLP 100 West Minister Street Suite 500 Providence, RI 02903	YES	1508549	YES	YES	YES	YES
Baker Tilly US, LLP 205 N Michigan ave Chicago IL 60601	YES	193845	YES	YES	YES	YES
UHY Advisors Mid-Atlantic, Inc. 8601 Robert Fulton Dr., Ste. 210 Columbia, MD 21046	YES	69740	YES	YES	YES	YES

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, May 7, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: **889 8681 5372**;
Passcode: 933528 for furnishing:

RFP Item #24-902 Recreation Department Audit for Augusta, GA – Finance Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Gerl 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).

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Monday, April 29, 2024 @ 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 90 days after bids have been opened, pending the execution of contract with the successful bidder(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 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: Gerl A. Sams, Director of Procurement
 535 Telfair Street, Room 605
 Augusta, GA 30901
 Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle April 17, 18, 23, 26, 2024
 Metro Courier April 18, 2024

Revised: 3/22/21

**Finance Department**

Donna B. Williams, CGFM
Director

Timothy E. Schroer, CPA
Deputy Director

May 10, 2024

Ms. Geri Sams
Procurement Director
535 Telfair Street, Suite 605
Augusta, GA 30901

RE: 22-902 – Parks and Recreation Department Audit

Dear Ms. Sams:

The Evaluation Committee for the Parks and Recreation Department Audit (RFP #24-902) met on May 8, 2024. The committee reconvened on May 10, 2024, after the committee was informed by the Procurement Department that another response should have been included in the evaluation process. Upon advice of the Law Department, that response was scored. It is the consensus and recommendation of the Evaluation Committee based on all evaluations submitted, that the firm of UHY Advisors Mid-Atlantic, Inc. be awarded the engagement for audit of the Parks and Recreation Department.

Based on the criteria used, I concur with the recommendation of the Evaluation Committee.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Donna B. Williams".

Donna B. Williams, CGFM
Finance Director

Cc:

Nancy Williams, Contract Compliance Administrator
Timothy E. Schroer, Deputy Finance Director

530 Telfair Street, Suite 800, Augusta Georgia 30901 Office (706) 821-2429 Fax 706-821-2520

WWW.AUGUSTAGA.GOV



Commission Meeting

June 4, 2024

Motion to approve the acceptance of the third Amendment for Aramark Food Services

Department:	Richmond County Sheriff's Office
Presenter:	N/A
Caption:	Motion to approve the acceptance of the third Amendment for Aramark Inmate Food Services. (No recommendation from Public Safety Committee May 28, 2024)
Background	On March 18, 2019, the evaluation team rated the qualified vendors that submitted bids and discussions included: inmate food services cost per day, staffing, benefits, and litigation. The Richmond County Sheriff's Office selected Aramark food services. RCSO is requesting the approval of an amendment to the Aramark Inmate Food contract, resulting in a five (5) year extension of the contract.
Analysis:	The annual operating budget of the Richmond County Sheriff's Office includes funding for the inmate Food Services contract each year. The Food services contract requires a signed amendment when changes are made to the contract. Effective January 1, 2025, the vendor will increase costs due to food services cost increases.
Financial Impact:	There is no financial impact to FY2024 budget. FY2025 budget for Inmate Food Services is projected to increase \$267,750 due to higher meal costs.
Alternatives:	N/A
Recommendation:	The Richmond County Sheriff's Office recommends that the Food Services contract be amended for price adjustments and five-year extension.
Funds are available in the following accounts:	Funding will be available in account 273032511-5317110.
<u>REVIEWED AND APPROVED BY:</u>	N/A

Amendment No. 3 to Operating Agreement

THIS AMENDMENT No. 3 (the “**Amendment**”), is entered into this ____ day of April, 2024 by and between **Augusta, Georgia**, a consolidated government, with offices at 535 Telfair Street, Augusta, GA 30901 (“**County**”) and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia, Pennsylvania 19103 (“**Aramark**”). The County and Aramark are sometimes herein jointly referred to as the “**Parties**” and sometimes individually referred to as a “**Party**”.

WITNESSETH:

WHEREAS, the County and Aramark entered into an Operating Agreement – Food Service dated August 1, 2019, for the management of the food service operation at the Richmond County Sheriff’s Office Detention Center (as amended, the “**Agreement**”), which was extended by mutual agreement until December 31, 2023, and pursuant to which Aramark was granted the exclusive right to provide food service for the County’s inmates, staff and visitors at the Richmond County Sheriff’s Office Detention Center, located at 1941 Phinizy Road, Augusta, GA 30906 (the “**Facility**”);

WHEREAS, the County and Aramark now desire to amend the Agreement to, among other things, further extend the term, adjust the price per meal rate, provide for a capital investment and other financial considerations, as more particularly described herein; and

WHEREAS, the County and Aramark desire to amend the provisions of the Agreement as follows, effective January 1, 2024 (the “**Effective Date**”), unless otherwise noted herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Extension of Term:** The Parties mutually agree to extend the term of the Agreement through December 31, 2029. Accordingly, Section 6 of the Agreement (Term of Agreement) is hereby deleted and replaced with the following:

“6. **TERM OF AGREEMENT**: The term of this Agreement shall commence on August 1, 2019, and shall continue through December 31, 2029. Thereafter, the County and Aramark may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for each extension period, have been mutually agreed upon by the County and Aramark.”

2. **2024 Pricing:** The Parties mutually agree that effective January 1, 2024, through December 31, 2024, the price per meal for inmate, therapeutic, trustee and staff/vendor/visitor meals shall be as set forth on Attachment A, attached hereto and shall supersede in all respects the price per meal set forth in Attachment A of the Agreement or in any other prior agreements between the Parties.

3. **Price Adjustments:** The Parties mutually agree that Section 3.B of the Agreement (Price Adjustments) is hereby deleted in its entirety and replaced with the following:

“B. Price Adjustments: Unless as otherwise stated below, per meal prices shall be increased on each January 1, by an amount to be mutually agreed upon and set forth in an amendment to this Agreement; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index (“**CPI-FAH**”), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the “**Client Menu**”). The period for determining CPI-FAH and Market Basket of Products increases shall be February of the immediately preceding year to February of the then-current year (the “**Base Period**”).

A client statement shall be provided prior to implementing any price adjustments pursuant to this section. The “**Market Basket of Products**” represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a “**Menu Category**”): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the “**Category Weighting**”) representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics (“**BLS**”) category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, Aramark shall have the right to terminate the Agreement upon 90 days’ prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

i. **2025 Price Adjustment:** Notwithstanding the foregoing, effective January 1, 2025, the price per meal shall be increased by the greater of the (a) yearly percentage

change in CPI-FAH, published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products, PLUS Seven and One-Tenth Percent (7.1%) (the “**2025 Price Adjustment Percentage**”). The period for determining CPI-FAH and Market Basket for the 2025 Price Adjustment Percentage shall be February 2023 to February 2024 (the “**2025 Base Period**”) which is 4.5%.

ii. **2026-2029 Price Adjustments:** Per meal pricing for the periods of (1) January 1, 2026, through December 31, 2026; (2) January 1, 2027, through December 31, 2027; (3) January 1, 2028, through December 31, 2028; and (4) January 1, 2029, through December 31, 2029, shall be adjusted in accordance with Section 3.B (Price Adjustments), above.”

4. **Micro-Market:** Aramark will install and operate a micromarket concept within the staff dining area of the Facility (the “**Micromarket**”), upon mutual agreement regarding the equipment components to be installed by Aramark as part of the Micromarket and any improvements to the location(s) required for installation of the Micromarket. Aramark will stock the Micromarket on a regular basis with a selection of pre-packaged beverages, snacks, and other grab-and-go items. The Micromarket will be available to the County’s staff to purchase products using credit or debit cards. Aramark will provide all equipment necessary to provide the Micromarket concept at the Facility. Aramark is and will remain the owner of all such equipment and will, at its own expense, make all necessary repairs to the equipment in order to maintain it in reasonable working order and appearance, except where such repairs are required due to the negligent or willful acts or omissions of the County. Also, should Aramark suffer a loss due to vandalism, riot, or forcible entry at a Facility, then the County shall be responsible for the total amount of any such loss (including cash, value of product inventory, and cost of equipment repairs and/or replacement). Unless otherwise expressly provided herein, upon termination or expiration of this Agreement for any reason whatsoever, the County immediately will return to Aramark, or allow Aramark to remove, all of the Micromarket equipment. The County agrees to provide all utilities necessary for Aramark to provide the Micromarket including a high-speed internet connection to be used for payment processing and security monitoring. The County will be responsible for paying the cost of such utilities. All products consumed or used in connection with the Micromarket equipment will be stocked by and purchased from Aramark. The Micromarket products shall be sold to County staff at retail cost. All receipts from the Micromarket will belong to Aramark. All Micromarket equipment is Aramark’s and Aramark will maintain the same. Aramark will price competitively as compared to local convenience stores.

5. **Food Service Improvement Grant:** Beginning January 1, 2025, Aramark shall make a restricted grant to County in an amount up to two hundred fifty thousand dollars (\$250,000.00) (the “**Food Service Improvement Grant**”). The County agrees to invest the Food Service Improvement Grant in new kitchen equipment and to be used at and other improvements to the Facility’s kitchen. The Food Service Improvement Grant shall be amortized on a straight-line basis over a period of sixty (60) months, beginning January 1, 2025. Upon expiration or termination of the Agreement by either party for any reason whatsoever prior to the complete amortization of the Food Service Improvement Grant, the County shall reimburse Aramark for the unamortized balance of the Food Service Improvement Grant as of the date of expiration or termination, plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the date Aramark provided the Food Service Improvement Grant at the Prime Rate plus two (2) percentage points per annum, computed each

accounting period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within thirty (30) days of expiration or termination, the County agrees to pay interest on such amounts at the Prime Rate plus two (2) percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waived of Aramark's right to receive payment of invoices within thirty (30) days of invoice date.

6. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

Augusta, Georgia

By: _____

Name: Stephen Yarsinsky

Title: Vice President, Finance

By: _____

Name:

Title:

Attachment A**Richmond County Sheriff's Office Detention Center
Augusta, GA****Effective January 1, 2024 through December 31, 2024**

Type of Meal	Price per Meal*
Inmate Meals	\$1.192
Therapeutic Meals	\$1.192
Trustee Meals	\$1.789
Staff/Vendor/Visitor Meals	\$2.08

*The price per meal is based on the County's 28-day Cycle Menu



Commission Meeting

June 4, 2024

Guidance relative to creation of a Charter Review Committee

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve tasking the Clerk of Commission to engage the University of Georgia Carl Vinson Institute of Government for the purpose of providing guidance to Augusta-Richmond County relative to the creation of a Charter Review Committee. (Requested by Mayor Garnett Johnson)
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

June 4, 2024

Affidavit

Department: N/A

Presenter: N/A

Caption: Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.

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

REVIEWED AND APPROVED BY: N/A