



PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, October 27, 2026

1:00 PM

PUBLIC SERVICES

- 1.** Motion to approve award of RFP #26-905—Waterpark Feasibility Study to CPL Architects, Engineers and Landscape Architects, D.P.C, and to authorize the Mayor to execute all associated documents. The Contract is for the duration of the project scope in the amount of \$79,020.00 to complete the project scope.
- 2.** Motion to approve the assignment of Aiken-Augusta Swim League (ASL) to Peachtree Aquatics, Inc. (Peachtree) under the current Memorandum of Understanding (MOU) between Aiken-Augusta Swim League (ASL) and Augusta, GA.
- 3.** A.N. 26-43 –Existing location, New Ownership: Consumption on Premise Liquor, Beer Wine, and Dance. Kellie Vinson and Barry Kruse are the applicants for K-Bar Holdings LLC dba Chevys Nite Club, to be used in connection with 3328 Washington Road Ste E, F & G Augusta, GA 30907.
District 7, Super District 10.
- 4.** Motion to approve the annual Public Transit Agency Safety Plan (PTASP) as drafted for the Augusta Transit Department by the Georgia Department of Transportation in accordance with 49 CFR 673.11(a)(1).
- 5.** Motion to approve additional fees in the amount of \$379,795.19 for Infrastructure Systems Management, LLC for consultant services for Recreation & Parks Department (2023-2026).
- 6.** Motion to **approve** the October 13, 2026 minutes of the Public Services Committee Meeting.



Public Services Committee Meeting

Meeting Date: October 27, 2026

RFP Item #26-905 — Waterpark Feasibility Study (Award Approval)

Department:	Recreation and Parks
Presenter:	Tameka D. Williams
Caption:	Motion to approve award of RFP #26-905—Waterpark Feasibility Study to CPL Architects, Engineers and Landscape Architects, D.P.C, and to authorize the Mayor to execute all associated documents. The Contract is for the duration of the project scope in the amount of \$79,020.00 to complete the project scope.
Background:	Augusta, GA is seeking a responsible vendor to conduct a Waterpark Feasibility Study within the County. This requires special services to execute the SPLOST 8 Waterpark project.
Analysis:	Following the public solicitation and formal RFP process for #26-905 — Waterpark Feasibility Study, four (4) proposals were received and determined to be compliant with the solicitation requirements. Upon further review, vendor presentations were conducted that met the assessment criteria, along with the last and final offer. Proposals were evaluated with CPL, being the selected vendor. We reached an agreement with the vendor for the project scope. Based on the proposal results and available funding, CPL is recommended to be the selected vendor with the negotiated amount of \$79,020 to complete the project scope.
Financial Impact:	Funds are available in SPLOST 8 account for the project. CPL is recommended to be the selected vendor for an amount of \$79,020 to complete the project scope. SPLOST 8 (330-06-1110)
Alternatives:	A – Approve; B – Do not approve
Recommendation:	Approve Award of RFP #26-905—Waterpark Feasibility Study to CPL. It is recommended by the evaluation team to award this contract to CPL.
Funds are available in the following accounts:	Funds are available in SPLOST 8 account for the project. GL 330-06-1110; JL 226-06-8911
<u>REVIEWED AND APPROVED BY:</u>	N/A



STATE OF GEORGIA
AUGUSTA, GEORGIA

CONTRACT # _____

Contract For Professional Services for the Provision of Water Park Feasibility Study

ARTICLE #101 – INTRODUCTION

This Contract for Water Park Feasibility Study Services for the Augusta Recreational and Parks Department (hereinafter "Services") is made and entered into as of _____ (execution date) is by and between Augusta, Georgia (Hereinafter "Augusta", "CITY") located at 535 Telfair Street, Suite 605, Augusta GA 30901, and CPL Architects, Engineers and Landscape Architect, D.P.C. (P.C.) which is principally located at 3011 Sutton Gale Drive, Suite 130, Suwanee, GA 30024 (hereinafter "CONSULTANT").

WHEREAS CONSULTANT is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. CITY and CONSULTANT are known individually as a "Party" and collectively as the "Parties", and,

WHEREAS nothing contained in this Contract shall be construed to convert the CONSULTANT or any of its employees, agents, into a partner, employee, or agent of the CITY, nor shall either Party to this Contract have any authority to bind the other in any respect, and,

WHEREAS CONSULTANT represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the CITY and the CITY has relied on such representation, and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the CONSULTANT to the CITY in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature and execution by both Parties; to include the RFP# 26-905, its Exhibits, and the Bidder's response., and

WHEREAS any documents, including bid advertisements, exhibits, attachments, plans, maps, or other, are all incorporated herein by reference, and,

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. CONSULTANT agrees to provide the Services to the CITY as detailed in the RFP #26-905 Document as SECTION III SCOPE OF SERVICES, and in the Letter of Engagement. Unapproved work outside the Scope of Services may not be compensated.
- B. CITY agrees to pay as compensation any fees listed under Compensation, which shall be fixed and firm for the duration of the contract unless modified by mutual consent via Amendment or Renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is required to provide notice(s) to the other Party in compliance herewith, then the Party shall direct notice(s) to the following people:

ISSUING OFFICER

Andy Penick, CPSM
 Director of Procurement
 Augusta, Georgia Government
 535 Telfair Street, Suite 605,
 Augusta, GA 30901
 Ph: (678) 684-2482
 Email: apenick@augustaga.gov

CITY PROJECT MANAGER

Tameka D. Williams
 Director
 Augusta Recreation & Parks
 2027 Lumpkin Road
 Augusta, GA 30906
 Office (706) 821-2400
tdwilliams@augustaga.gov

CONSULTANTS CONTACT INFORMATION

Contact Name(s): James L. Sipes, Project Manager, CPL
 Company Name: CPL Architects, Engineers and Landscape Architect, D.P.C..
 Physical Address: 3011 Sutton Gate Drive, Suite 130, Suwanee, GA 30024 missing address
 Phone(s): Mobile: (762) 383-4820, Office
 Direct: [678.684.2482](tel:678.684.2482)
 Email(s): JSipes@cplteam.com
 Remit to Address (if different): N/A

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

The Contract is not exclusive. The CITY reserves the right to select other CONSULTANTS to provide the Services similar to those described in this Contract during the term of the Contract should the need arise, or the CONSULTANT fails to

perform.

ARTICLE #105 – CONTRACT TERM

Consultant will commence performance no later than 30 days after the execution of this Contract. Consultant will complete performance of the Contract within 180 days after the Commencement Date.

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Task 1. Project Management and Engagement Plan						
Task 2. Community Engagement						
Task 2.1. Community Survey						
Task 2.2. Focus Groups (2) with Officials and Stakeholders						
Task 2.3. Public Community Meetings and Workshops (3)						
Task 3. Site Analysis — What Do You Have?						
Task 4. Concept Development						
Task 5. Financial Modeling and Implementation Planning — Can It Work?						
Task 6. Final Feasibility Report and Presentation						
Task 6.3. Final Presentation to the Augusta-Richmond County Commission.						

ARTICLE # 106 - COMPENSATION:

- A. The CITY will pay the CONSULTANT for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Waterpark Feasibility Study Request for Clarification For Fee Proposal, dated 07/30/2026 and show below, for the total sum not to exceed; **Seventy-Nine Thousand Twenty Dollars and 00/100 (\$79,020.00)**, which is incorporated into this Contract as if fully set forth herein, for services outlined below.

SCOPE OF SERVICES - CLARIFICATION FOR FEE PROPOSAL		
Task	Description	Fee Proposal
A	Market & Demand	\$ 3,780
B	Site Analysis	\$ 9,833
C	Concept Development	\$ 21,831
D	Financial Analysis	\$ 9,753

E	Reserved (Community Engagement)	\$ 14,380
F	Risk Analysis	\$ 2,300
G	Implementation Plan	\$ 3,130
H	Reserved (Illustrations	\$ 1,233
I	Final Deliverables	\$ 12,780

- B. **Payments will be made monthly, in arrears, in the sum of \$13,170,** to the CONSULTANT after acceptance of the CONSULTANT's delivered Services by the CITY, and after receiving receipt of undisputed invoices to the CITY.
- C. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- D. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- E. It is understood that this bid or proposal is made without collusion or fraud. CONSULTANT understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

- A. In the event that Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.
- B. If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon. Additional provisions are:
 - 1. Delay or Impossibility of Performance. Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the CONSULTANT. If the Services to be provided to the CITY are interrupted by a force majeure event, as defined below, the CITY will grant an equitable extension of all affected Contract deadlines and completion dates for the period of delay attributable to the Force Majeure Event. If delay results from a third-party's negligent conduct or failure to perform, the CONSULTANT shall not be excused from compliance with the terms and obligations of the Contract.
 - 2. Neither Party shall be held liable or responsible to the other Party nor

be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs because of force majeure.

3. Omitted Reserved
4. Obligations Beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

ARTICLE #108 – TERMINATION PROVISIONS

The CITY may terminate this Contract by providing thirty (30) days' written Notice-of-Termination to the CONSULTANT at any time. Should the CITY terminate this Contract prior to the date of automatic termination, CONSULTANT shall provide the CITY with all deliverables up to the date of termination thirty (30) days after the Notice-of-Termination is issued. The CITY shall pay the CONSULTANT for all work properly performed in compliance with the terms of this Contract up to the date of termination. In the event the City reuses or modifies the deliverables without retaining the Consultant and its consultant(s), the Consultant and its consultant(s) shall not be responsible or liable for any claims, damages, or losses arising solely from such reuse or modification.

- A. **Termination for Convenience.** Following thirty (30) days' written notice, the CITY may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the CONSULTANT.
- B. **Termination for Cause.** The occurrence of any of the following events shall constitute cause for the CITY to declare the CONSULTANT in default of its obligations under the Contract:
 1. The CONSULTANT fails to deliver or has delivered nonconforming Services or fails to perform, to the CITY's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the CONSULTANT.
 2. The CITY determines that CONSULTANT's unsatisfactory performance substantially endangers completion or that default is likely to occur.
 3. The CONSULTANT fails to make substantial and timely progress toward performance of the Contract.
 4. The CONSULTANT becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the CONSULTANT terminates

or suspends its business; or the CITY reasonably believes that the CONSULTANT has become insolvent or unable to pay its obligations as they accrue consistently with applicable federal or state law.

5. The CONSULTANT has failed to comply with applicable federal, state, and local laws, rules, CITY ordinances, regulations, and orders when performing within the scope of the Contract.
6. The CONSULTANT has engaged in conduct that materially and adversely exposed the CITY or the State to actual or reasonably anticipated liability.
7. The City's material breach of the terms of the Contract by the CITY upon CITY's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C below constitutes cause for the CONSULTANT to declare that the CITY is in default of its obligations under the Contract.

C. **Notice of Default.** If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice-of-Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice-of-Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,
2. In the event of a breach by the CONSULTANT, the CITY may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting CONSULTANT; and,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the CITY determines that adequate funds are de-appropriated such that the CITY cannot fulfill its obligations under the Contract, such determination being at the CITY's sole discretion and conclusive. CITY agrees to provide prompt written notice to CONSULTANT in the event of any de-appropriation.

E. **Termination due to Failure of CONSULTANT to Act.** The CITY may terminate the Contract for any of the following reasons effective immediately without advance notice:

1. If the CONSULTANT must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The CITY determines that the actions, or failure to act, of the CONSULTANT, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.

3. The CONSULTANT furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
- F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by CITY, the CITY shall pay only those amounts, if any, due and owing to the CONSULTANT for Services actually received and accepted by the CITY up to and including the date of termination of the Contract and for which the CITY is obligated to pay pursuant to the Contract.
- G. **CONSULTANT's Termination Duties.** Upon receipt of a Notice of Termination, the CONSULTANT shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the CITY may require, unless the City has been declared in default of its obligations under the Contract. What constitutes default by City?
 2. Immediately cease to use and return to the CITY any personal property or materials, whether tangible or intangible, provided by the CITY to the CONSULTANT.
 3. Comply with the CITY's instructions for the timely transfer of any active files and work product produced by the CONSULTANT under the Contract, unless the City has been declared in default of its obligations under the Contract.
 4. Cooperate in good faith with the CITY, its employees, agents, and CONSULTANTS during the transition period between the Notification of Termination and the substitution of any replacement CONSULTANT, unless the City has been declared in default of its obligations under the Contract.
 5. CONSULTANT is to immediately return any payments made by the CITY for goods and services that were not delivered by the CONSULTANT.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY CITY

The Parties agree that the CITY shall not be responsible for defending or indemnifying any CONSULTANT from any claim brought by any third party against the CONSULTANT.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONSULTANT

The CONSULTANT shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the CITY.

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the CONSULTANT under

the Contract shall also apply to third parties, if allowed in writing by the CITY. Any Contract with a third-party must also preserve the rights of the CITY.

ARTICLE #112 – ENTIRE CONTRACT

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

A. Public Records Request. The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the CITY shall be made open to public inspection unless otherwise provided by law.

B. Record Retention and Access. The CONSULTANT shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the CITY throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The CITY shall not be bound by any terms and conditions included in any CONSULTANT's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – CONSULTANT AND CITY RIGHTS AND OBLIGATIONS

- A. The CITY has the right at any time to require the CONSULTANT to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the CITY to be hazardous or toxic to people, buildings, or surfaces. The CONSULTANT will utilize acceptable substitutes approved by the CITY as quickly as possible. In the event of such replacement, CONSULTANT shall (1) notify CITY of any resulting replacement, (2) introduce the individual serving as the replacement to CITY, and/or (3) provide CITY with a résumé and any other information regarding the individual that may be reasonably requested by CITY.
- B. The CITY has the right to require the CONSULTANT to reassign or remove any employee from the premises temporarily or permanently when, in the CITY's sole opinion, the employee is not suitable. The CITY's decision shall be final, and CONSULTANT will remove the employees immediately and replace them with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the CITY's approval.
- C. CONSULTANT agrees to obtain prior written approval from the CITY for the use of sub-CONSULTANT(s) to provide the Services described in Scope of Services prior to sub-CONSULTANT(s) performance of work. CONSULTANT agrees to supply the CITY with a copy of any contract it enters into with any sub-CONSULTANT. Such non-disclosure of sub-CONSULTANTS may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS (If required)

The CONSULTANT must procure and maintain insurance policies at the CONSULTANT's own expense and must furnish the CITY with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Augusta, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "Augusta, Georgia its Board of Commission, officers, employees, servants, and agents, located at 535 Telfair Street, Augusta, GA 30901". The policy must protect the CONSULTANT and the CITY (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The CONSULTANT must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the CONSULTANT pursuant to this Contract:

Workers' Compensation Insurance:

\$1,000,000 Bodily Injury by Each Accident

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Augusta, Georgia Board of Commission, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the

Named Insured for Augusta, Georgia. This provision applies regardless of whether or not Augusta, Georgia has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.

A. \$1,000,000 Each Occurrence

B. \$2,000,000 General Aggregate

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

\$1,000,000 Combined Single Limit

Additional Provisions:

A. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities.

B. Coverage shall be included for any owned, leased, hired, or non-owned autos.

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

A. \$1,000,000 Each Claim/Wrongful Act

B. \$2,000,000 General Aggregate

ARTICLE # 119 – NO WAIVER:

A. **Authority to Enter into Contract.** The CONSULTANT represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the CONSULTANT in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."

B. **Solicitation.** The CONSULTANT warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified CITY Owned Equipment and Vehicles listed herein, CONSULTANT warrants that no CONSULTANT employees, sub-CONSULTANTS or others will not use CITY owned vehicles or equipment in the performance of this Contract without express written consent. CONSULTANT shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

The CONSULTANT agrees it will not use the name or any intellectual property, including but not limited to, CITY trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the CITY.

ARTICLE #121 – CONTRACT AMENDMENTS AND MODIFICATION

- A. This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.
- B. CONSULTANT acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, CONSULTANT is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of CONSULTANT's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the CONSULTANT may be precluded from recovering payment for such unauthorized goods or services. Accordingly, CONSULTANT agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the CONSULTANT provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by CONSULTANT. CONSULTANT assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

ARTICLE #122 – CITY PAYMENT TO CONSULTANT

- A. Upon Contract execution, the CITY will issue a LETTER OF ENGAGEMENT and a Purchase Order ("PO") to the CONSULTANT. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The CITY will issue the LETTER OF ENGAGEMENT and PO(s) by electronic mail (e-mail) to the CONSULTANT's representative in ARTICLE #103 – NOTICES.
- B. The CONSULTANT shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the CITY. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a Notice-to-Proceed (NTP) will not be considered for payment. CONSULTANTS are not to begin work or ship any product on any verbal communication from the CITY. The CITY will not be liable for payment for any work or product with the issuance of a verbal communication.

- C. The Scope of Services shall remain in effect from the ENGAGEMENT LETTER date to substantial completion of the project. The Parties agree that the CITY will not pay or otherwise compensate the CONSULTANT for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or otherwise authorized by the CITY.
- D. Invoice/Payment
1. CONSULTANT shall invoice the CITY via email each month sent solely to Accounts Payable at 535 Telfair Street, , Augusta, GA 30901 and only after the CITY inspects and accepts the Services provided. Receipt of the Services and/or materials do not constitute acceptance. Invoice amounts shall not exceed the CONSULTANT's pricing set forth in Fee Proposal).
 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the CONSULTANT's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.
 3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The CITY does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
 4. The CONSULTANT shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
 5. CONSULTANT must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.
 6. If monthly progress payments are agreed upon, then CITY will make such payments upon inspection of services completed by the CITY's Project Manager. Additionally, the CITY may employ Engineers of Record.
- E. Unsatisfactory Performance/Delay of Payment
- If the CITY determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the CITY's Project Manager identified in ARTICLE #103 – NOTICES shall issue a written Notice-to-Cure to CONSULTANT. CONSULTANT agrees that upon receipt of the written Notice-to-Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the CONSULTANT fails to timely correct the deficiency(ies), the CITY reserves the right to delay or deny payment pursuant to this ARTICLE or terminate the Contract pursuant to ARTICLE #108 – TERMINATION PROVISIONS.
- F. Delay of Payment Due to CONSULTANT's Failure. If the CITY determines that the CONSULTANT has failed to perform or deliver any Services as required by the Contract, the CONSULTANT shall not be entitled to any

compensation for disputed amounts under the Contract until such Services are delivered and accepted. In this event, the CITY may withhold that portion of the CONSULTANT's compensation, which represents payment for Services that were not delivered. To the extent that the CONSULTANT's failure to perform or deliver in a timely manner causes the CITY to incur actual documented costs, the CITY may deduct the amount of such costs incurred from any amount payable to CONSULTANT. The CITY's authority to deduct such incurred costs shall not in any way affect the CITY's authority to terminate the Contract.

- G. Set-Off Against Sums Owed by the CONSULTANT. If the CONSULTANT owes the CITY any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the CITY shall pay all undisputed amounts when due, and any setoff shall be limited to the amount reasonably supported by documentation.
- H. Final Payment. CONSULTANT shall issue an invoice for final payment to the CITY no later than thirty (30) days following the expiration or termination date of the Contract.
- I. The CONSULTANT shall not factor or assign payments to another entity or a financial institution. The CITY will only pay the Party with whom it is contracted. The CITY will not pay for a third party under any circumstances.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (if required) **NOT REQUIRED FOR PROFESSIONAL SERVICES.**

ARTICLE #124 – RETAINAGE – NOT REQUIRED FOR THIS PROJECT.

ARTICLE #125 – VENUE AND GOVERNING LAW

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Augusta, Georgia.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

CONSULTANT hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the CITY of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

- A. By signing this Contract, the CONSULTANT certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and

Control Act of 1986.

- B. CONSULTANT will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- C. CONSULTANT further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as Exhibit E – E-Verify Affidavit), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the CONSULTANT's response, the order of precedence shall be as follows:

- A. Any amendments to the Contract, including all exhibits thereto.
- B. The Contract itself, including all exhibits thereto.
- C. Attachments appended to the Contract.
- D. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below are made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The CITY is exempt from State of Georgia Local Sales and Use Tax. The Consultant understands and acknowledges that they are responsible for any sales and use tax they may incur. The Consultant will not charge the CITY for any sales and use tax as a separate line item. The CONSULTANT may request a copy of the CITY's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless CITY of Augusta Government, CITY Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense.

This includes attorney fees because of any liability imposed by law upon the CITY, except in cases of the CITY's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The CITY shall not be bound by any terms and conditions included in any CONSULTANT quote, packaging, invoice, catalog, brochure, technical data

sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein. In all cases the CITY's Terms and Conditions shall govern and supersede any CONSULTANT's Terms and Conditions.

ARTICLE #133 – NON-DISCRIMINATION

During the performance of this Contract, the CONSULTANT agrees as follows:

1. **Equal Opportunity.** The CONSULTANT shall not discriminate against any employee, applicant for employment, subconsultant, vendor, or participant in the performance of this Contract on the basis of race, color, religion, sex, pregnancy, national origin, age, disability, genetic information, veteran status, or any other characteristic protected by applicable federal, state, or local law.
2. **Employment Practices.** The CONSULTANT shall ensure that all employment practices, including recruitment, hiring, promotion, compensation, training, discipline, and termination, are conducted without unlawful discrimination.
3. **Access to Programs and Services.** In performing this Contract, the CONSULTANT shall provide services and benefits in a manner that does not unlawfully discriminate against any person and shall comply with all applicable provisions of:
 - a. Title VI of the Civil Rights Act of 1964;
 - b. Title VII of the Civil Rights Act of 1964;
 - c. The Americans with Disabilities Act of 1990 (ADA), as amended;
 - d. Section 504 of the Rehabilitation Act of 1973;
 - e. The Age Discrimination Act of 1975;
 - f. Any other applicable federal, state, and local nondiscrimination laws and regulations.
4. **Subconsultants.** The CONSULTANT shall include this non-discrimination provision in every subcontract and purchase order entered into under this Contract and shall require compliance by all subconsultants and CONSULTANTS.
5. **Compliance and Remedies.** Failure to comply with this provision shall constitute a material breach of the Contract and may result in suspension, termination, withholding of payment, or such other remedies as may be authorized by law or by the terms of the Contract.

The CONSULTANT shall comply with all applicable civil rights requirements and shall not retaliate against any individual for exercising rights protected under federal, state, or local anti-discrimination laws or for participating in any investigation or proceeding concerning alleged discrimination.

ARTICLE #134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Augusta-Richmond CITY, GA Official Code

- of Ordinances, Guidelines & Procedures, Chapter 10 (as amended).
2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Augusta, the latter will govern.
 3. The terms and conditions set forth herein shall supersede and govern all CONSULTANT's terms and conditions or service level agreements.
 4. The CITY retains the right to "red line" sections of the CONSULTANT's terms and conditions if such are in conflict with the best interest of the CITY.
 5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the CONSULTANT's full and complete acceptance of the CITY's terms and conditions.
 6. The terms "CONSULTANT", "CONSULTANT", "bidder", "offeror", "CONSULTANT", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "CONSULTANT" for goods and "CONSULTANT" for services.
 7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
 8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
 9. The CONSULTANT shall transfer and deliver all goods or services described by the respective PO for the consideration set forth herein.
 10. The CONSULTANT shall only deliver goods and services as described in the respective PO and within the Scope of Work and the CONSULTANT's bid response.
 11. The CITY holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
 12. The CONSULTANT shall not construe any verbal consent to purchase goods or services as valid.
 13. The CITY does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
 14. The CITY does not accept automatic contract renewals except for monthly subscription services.
 15. In all cases, the jurisdiction shall be the State of Georgia, Augusta, GA, for arbitration or other legalities.
 16. CONSULTANT agrees not to assign, in full or in part, this Contract to another party without the CITY's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.

17. The CITY is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
18. All media production, recordings, videos, photography, artwork, plates, embroidery tape, silk screen, engravings, and other printed or digital media materials paid for in full by the CITY are considered CITY property and shall be delivered to the CITY upon request.
19. The CONSULTANT may be suspended, terminated, or debarred if it is determined that the CONSULTANT has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the CONSULTANT certifies that it and its sub-CONSULTANTS have not been debarred, suspended, or declared ineligible by any agency of the CITY, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
20. The CONSULTANT certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the CITY.
21. The CITY does not pay late fees nor interest charges.

ARTICLE # 135 All claims, disputes, and other matters in question between the City and Consultant arising out of or relating to the Agreement, or the breach thereof, shall be decided in the appropriate state or federal court located in Augusta, Georgia. Consultant, by executing this Agreement, specifically consents to venue in Augusta and waives any right to contest such venue.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. CONSULTANTS must print their company's full legal company name below as it appears on their W-9 form.

CONSULTANT's Full Legal Name:

Owner:

AUGUSTA, GEORGIA

By: _____

By: _____

Print Name: _____

Garnett L. Johnson
Mayor, Augusta, Georgia

Title: _____

Date: _____

Date: _____

Sworn to and subscribed before me this

Attestation: _____

_____ Day of _____, 202__.

Clerk of Commission

Notary Public: _____

Notary commission expires: _____

[Affix Locus Sigilli – Seal or Stamp]

Request for Proposal

Sealed proposal will be received at this office until **Tuesday, June 16, 2026 @ 11:00 a.m.** RFP openings are open to the public in the Procurement Department located at 535 Telfair Street, Suite 605, Augusta, GA 30901 and virtually via Teams: Meeting ID: 272 363 341 270 555; Passcode: JP2R8Tf7 for furnishing:

RFP #26-905 Water Park Feasibility Study for Augusta-Richmond County (herein "Augusta"), Augusta Recreation and Parks Department

No proposals will be accepted by email. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No proposals may be withdrawn for a period of ninety (90) days after proposals have been opened, pending the execution of contract with the successful vendor.

RFP documents, and all Addenda, may be viewed on the Augusta, Georgia website under the Procurement Department ARCBid menu (<https://www.augustaga.gov/681/ARCBid>), Euna OpenBids (<https://network.demandstar.com>) and Georgia Procurement Registry website located at (<https://ssl.doas.state.ga.us/gpr/index>). Bidders must mark the RFP number on the outside of the submittal envelope. Addenda will also be posted on the above listed website.

Mandatory pre-qualification/proposal conference will be held on **Monday, June 1, 2026 @ 2:00 p.m.** in the Procurement Department located at 535 Telfair Street, Suite 605; Augusta, GA 30901 and virtually via Teams; Meeting ID: 278 793 681 718 590; Passcode: DB2kb3RC.

All request for clarifications or interpretations must for this proposal must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of business **Tuesday, June 2, 2026 @ 5:00 P.M.**

Questions, request for clarifications or interpretations regarding this proposal must be submitted to the Procurement Department:

Augusta Procurement Department
Attn: Ms. Tywana Scott
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

Bidders are cautioned that acquisition of the proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

No proposals will be accepted by email; all proposal must be received by mail or hand delivered.

Publish:

Augusta Chronicle May 18, 21, 28, 2026

 RFP Opening: RFP Item #26-905 Water Park Feasibility Study Sevcies for Augusta, GA - Recreation and Parks Department RFP Due Date: Tuesday, June 16, 2026 @ 11:00 a.m.						
Total Number Specifications Mailed Out: 10 Total Number Specifications Download (Demandstar): 8 Total Electronic Notifications (Demandstar): 356 Georgia Procurement Registry: 2698 Pre-Bid Conference Attendees: 27 Total Packages Submitted: 4 Total Non-Compliant: 0						
Vendors	Attachment "B"	Addendum 1 & 2	E-Verify Number	SAVE Form	Original & USB Drive	Fee Proposal
Counsellman-Hunsaker 12851 Manchestre Road, Suite 120 St. Louis, MO 63131	Yes	Yes	1628250	Yes	Yes	Yes
CPL Architects, Engineers and Landscape Architect 3011 Sutton Gate Drive, Suite 130 Suwanee, GA 30024	Yes	Yes	2014857	Yes	Yes	Yes
DTJ Design, Inc. 817 W. Peachtree Street Atlanta, GA 30308	Yes	Yes	841085729	Yes	Yes	Yes
Hotel and Leisure Advisors, LLC 14805 Detroit Ave., Suite 420 Cleveland, OH 44107	Yes	Yes	2169406	Yes	Yes	Yes

 RFP Item #25-905 Water Park Feasibility Study for Augusta,GA – Parks and Recreation Department Evaluation Date: Thursday, July 2, 2026 at 3:00 p.m.																				
Vendors			Counsllman-Hunsaker 12851 Manchestre Road, Suite 120 St. Louis, MO 63131		CPL Architects, Engineers and Landscape Architect 3011 Sutton Gate Drive, Suite 130 Suwanee, GA 30024		DTJ Design, Inc. 817 W. Peachtree Street Atlanta, GA 30308		Hotel and Leisure Advisors, LLC 14805 Detroit Ave., Suite 420 Cleveland, OH 44107		Counsllman-Hunsaker 12851 Manchestre Road, Suite 120 St. Louis, MO 63131		CPL Architects, Engineers and Landscape Architect 3011 Sutton Gate Drive, Suite 130 Suwanee, GA 30024		DTJ Design, Inc. 817 W. Peachtree Street Atlanta, GA 30308		Hotel and Leisure Advisors, LLC 14805 Detroit Ave., Suite 420 Cleveland, OH 44107			
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)																	
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)				Weighted Scores												
1. Completeness of Response • 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	PASS	PASS	PASS	PASS	PASS	PASS	PASS		
2. Qualifications & Experience		(0-5)	20	4.2	4.6	4.8	4.8	83.8	91.3	95.0	96.3									
3. Organization & Approach		(0-5)	15	3.9	4.7	4.7	4.3	58.8	70.0	70.0	65.0									
4. Scope of Services: •Demographic study: Population, income levels, tourism trends in the area •Community outreach: What is public interest and expectations •Competitor analysis: Existing parks within driving distance •Visitor projections: Estimate annual attendance.		(0-5)	15	3.9	4.7	4.7	4.1	58.8	70.0	70.0	61.2									
5. Schedule of Work		(0-5)	5	4.5	4.8	3.8	3.3	22.5	23.8	18.8	16.3									
6. Financial Stability		(0-5)	5	4.5	4.5	3.5	2.5	22.5	22.5	17.5	12.5									
7. References		(0-5)	5	4.3	5.0	4.5	4.0	21.3	25.0	22.5	20.0									
7. Proximity to Area - enter the point value for the one line only) Non-Weighted												Cost/Fee Proposal Consideration								
Within Richmond County		50						0.0	0.0	0.0	0.0									
Within CSRA		30						0.0	0.0	0.0	0.0									
Within Georgia		20		20.0	20.0			0.0	20.0	20.0	0.0									
Within SE		10	10.0			10.0		10.0	0.0	0.0	10.0									
All Others		5						0.0	0.0	0.0	0.0									
Phase 1 Total - (Total Maximum Ranking 80 - Maximum Weighted Total Possible 375)			35.3	48.1	45.8	33.0	277.5	322.5	313.8	281.2										
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																				
8. Presentation by Team		(0-5)	10		3.4	4.5		0.0	33.8	45.0	0.0									
9. Q&A Response to Panel Questions		(0-5)	5		3.8	4.6		0.0	18.8	23.1	0.0									
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only) Non-Weighted																				
Lowest Fees		50		50.0				0.0	50.0	0.0	0.0									
Second		30			30.0			0.0	0.0	30.0	0.0									
Third		20						0.0	0.0	0.0	0.0									
Forth		10						0.0	0.0	0.0	0.0									
Fifth		5						0.0	0.0	0.0	0.0									
Total Phase 2 - (Total Maximum Ranking 60 - Maximum Weighted Total Possible 125)			0.0	57.1	39.1	0.0	0.0	102.5	98.1	0.0										
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																				
Total Cumulative Score (Maximum point is 500)			35.3	105.3	85.0	33.0	277.5	425.0	411.9	281.2										
Internal Use Only																				
Evaluator: Cumulative Date: Phase I 7/6/26 Phase II 7/23/26																				
Procurement DepartmentRepresentative:_____Nancy Williams_____																				
Procurement Department Completion Date: Phase I 7/6/26 Phase II 7/23/26																				

August 14, 2026

Andy Penick
Director of Procurement
535 Telfair Street, Suite 605
Augusta, Georgia 30901

RE: RFP 26-905 — Waterpark Feasibility Study

Dear Mr. Penick,

After careful review and scoring of the proposals submitted and vendor presentations for RFP Item #26-905 — Waterpark Feasibility Study, CPL met the assessment criteria and was determined to be the next responsive bidder. Therefore, our evaluation team recommends entering contract negotiations with CPL.

Please schedule a meeting with the vendor at your earliest convenience to begin negotiations. If you have any questions or require additional information, please contact me at 706-796-4088.

Sincerely,



Tameka D. Williams, CPRP, CYSA
Director—Augusta Recreation & Parks

**WATER TECHNOLOGY, INC.
100 PARK AVENUE
BEAVER DAM, WI 53916**

**COUNSILMAN-HUNSAKER
12851 MANCHESTER ROAD
SUITE 120
ST. LOUIS, MO 63131**

**BALLARD*KING & ASSOCIATES
9457 S. UNIVERSITY BLVD. #335
HIGHLANDS RANCH, CO 80126**

**PROS CONSULTING
35 WHITTINGTON DRIVE, SUITE 300
BROWNSBURG, IN 46112**

**HOTEL & LEISURE ADVISORS
14805 DETROIT AVE., SUITE 420
LAKEWOOD, OH 44107**

**LEISURE BUSINESS ADVISORS LLC
2010 PRINCESS ANNE AVENUE
RICHMOND, VA 23223**

**INTERNATIONAL THEME PARK
SERVICES, INC.
2200 VICTORY PARKWAY, SUITE 500A
CINCINNATI, OH 45206**

**HUNDEN PARTNERS
213 W. INSTITUTE PLACE, SUITE 707
CHICAGO, IL 60610**

**PARK PROS
2618 SAN MIGUEL DRIVE,
SUITE 446
NEWPORT BEACH, CA 92660**

**WHITEWATER
180-6651 FRASERWOOD PLACE
RICHMOND, BC V6W 1J3, CANADA**

**YOLANDA JACKSON
COMPLIANCE**

**TAMEKA WILLIAMS
CENTRAL SERVICES**

**RON LAMPKIN
ADMINISTRATION**

**RFP ITEM #26-905
WATER PARK FEASIBILITY STUDY
FOR RECREATION AND PARKS
DEPARTMENT
MAILED: MON., 5/18/26**

**RFP ITEM #26-905
WATER PARK FEASIBILITY STUDY
FOR RECREATION AND PARKS
DEPARTMENT
RFP DUE: TUES., 06/16/26 @ 11A.M**

Planholders

[Add Supplier](#)[Export To Excel](#)

Supplier (8)

Supplier 

Download Date

Ballard King & Associates, Ltd.	05/20/2026
BusinessFlare	06/08/2026
DCCM Infrastructure, Inc.	05/18/2026
Dodge Data	05/18/2026
Gulfside Services	06/11/2026
Onvia, Inc. - Content Department	05/18/2026
Thomas & Hutton Engineering Co.	05/18/2026
Watson & Yates, LLC	05/18/2026

[Add Supplier](#)

Supplier Details

Supplier Name	Ballard King & Associates, Ltd.
Contact Name	Jenny Caron
Address	9457 University Blvd #335 , Littleton, CO 80126
Email	jenny@ballardking.com
Phone Number	(30-3) -470-8661

[Remove](#)

Documents

Filename	Type	Action
26-905_RFP	Bid Document / Specifications	View History

[illegible]

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.



Public Services Committee

Meeting Date: October 27, 2026

Motion to approve the Assignment of Current MOU

Department:	Recreation and Parks
Presenter:	Tameka D. Williams
Caption:	Motion to approve the assignment of Aiken-Augusta Swim League (ASL) to Peachtree Aquatics, Inc. (Peachtree) under the current Memorandum of Understanding (MOU) between Aiken-Augusta Swim League (ASL) and Augusta, GA.
Background:	ASL is a non-profit organization that has operated competitive swim teams in the Augusta/Aiken area since 1969 and the program have grown substantially over the years. Peachtree is a non-profit organization, in conjunction with their for-profit tier, Chattahoochee Gold Swim Team, Inc. that operates one of the largest USA Swimming competitive swim programs in the state of Georgia. Currently, ASL has an MOU with Augusta Georgia, which was last executed December 16, 2025.
Analysis:	The MOU describes the goals and anticipated benefits of the transition. The purposed of the transition is to combine resources with both parties. Peachtree is expected to assume primary responsibility for the day-to-day operation of the competitive swim program in Augusta and Aiken, as a replacement for ASL. The parties intend to make the transition as smooth as possible so that swimmers and families can focus on swimming rather than the administrative demands of operating a growing team.
Financial Impact:	N/A
Alternatives:	1. To approve the operational transition MOU. 2. To not approve the operational transition MOU.
Recommendation:	Motion to approve the assignment of Aiken-Augusta Swim League to Peachtree Aquatics, Inc. under the current MOU between Aiken-Augusta Swim League and Augusta, GA.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

MEMORANDUM OF UNDERSTANDING

ASL–Peachtree Aquatics Transition

This Memorandum of Understanding (“MOU”) describes the shared understanding, goals, and expectations of **Aiken-Augusta Swim League, Inc. (“ASL”)** and **Peachtree Aquatics, Inc. (“Peachtree”)** regarding the transition of the competitive swim program currently operated by ASL in the Augusta/Aiken area to Peachtree Aquatics.

This MOU is intended to describe the goals and anticipated benefits of the transition. It is not intended to be a purchase/merger agreement or binding legal contract between ASL and Peachtree Aquatics.

1. Purpose of the Transition

ASL has operated a competitive swim team in the Augusta/Aiken area since 1969, providing generations of swimmers and families with opportunities to learn, train, compete, and build a strong swimming community in the CSRA.

Over the past several years, the program has grown substantially in size and complexity. As the program has grown, the demands on ASL’s all-volunteer, parent-run structure have also increased significantly.

ASL’s Board of Directors and membership believe that the program can benefit from a larger organizational structure with professional administrative support, coaching resources, and established systems for operating a competitive swim team.

Peachtree Aquatics operates one of the largest USA Swimming competitive swim programs in the state of Georgia with professional coaching and administrative staff, experience operating multiple swim sites, and established infrastructure and resources.

The purpose of the transition is to combine those resources with the strong local program, relationships, history, and culture developed by ASL.

2. Benefits to ASL Swimmers and Families

The transition is intended to provide current and future ASL swimmers and families with access to the resources of a larger, professionally managed swim organization while maintaining a strong local swimming presence.

The anticipated benefits include:

- Professional, full-time administrative support;
- Greater ability to recruit and retain qualified coaches through the improved salaries and benefits available through a larger team structure;
- Continued local practices and competitive opportunities;

- Established systems for registration, communication, billing, meet management, and team administration;
- Access to Peachtree Aquatics' sponsorships, business relationships, partnerships, and potential product discounts;
- Opportunities to participate in a larger swimming organization while continuing to train and compete in the Augusta/Aiken area; and

The Parties intend to make the transition as smooth as possible so that swimmers and families can focus on swimming rather than the administrative demands of operating a growing team.

The transition is an operational transition, not a sale of ASL. ASL will remain a separate organization and will retain its own corporate existence, assets, financial resources, historical records, branding, and other property with the mission of promoting and supporting the sport of swimming in the Augusta area.

3. Benefits to Peachtree Aquatics

The transition provides Peachtree Aquatics with an opportunity to establish a presence in Augusta and Aiken and to build on the accomplishments of ASL for the betterment of the swimming community in Georgia.

Peachtree Aquatics will benefit from:

- An established competitive swim program and local presence;
- Relationships developed by ASL with swimmers, families, volunteers, coaches, and the community;
- The experience and knowledge developed through ASL's program;
- An opportunity to evaluate and incorporate successful elements of ASL's program into Peachtree Aquatics' broader organization.
- Infusing the Peachtree Aquatics program with the positive cultural characteristics ASL has developed over the years including team spirit, volunteerism; sportsmanship; family involvement; and passion for swimming.

Peachtree Aquatics particularly recognizes ASL's experience in running programs for both committed year-round competitive swimmers (Travel Squad) and swimmers who participate on a seasonal basis (Local Racing Squad). Peachtree Aquatics intends to evaluate that approach and determine whether elements of it may be useful within the broader Peachtree Aquatics organization.

5. Transition of Operations

Following the transition, Peachtree Aquatics is expected to assume primary responsibility for the day-to-day operation of the competitive swim program in Augusta and Aiken.

This includes the normal responsibilities associated with operating a competitive swim team, such as coaching and staffing; practice and training schedules; USA Swimming registration and requirements; swim meets and competitions; team administration and operating expenses; insurance and compliance; and relationships concerning use of the Augusta Aquatic Center.

Peachtree Aquatics intends to use its existing administrative and coaching resources to support the Augusta/Aiken program.

6. ASL Member Consideration and Approval

Prior to establishing this MOU, the proposed transfer of operation of the ASL Swim Team to Peachtree Aquatics was discussed first with the ASL Board of Directors and then brought forward to and discussed with the families of ASL members. A general membership vote was subsequently conducted electronically. The vote received responses representing 70.45% of ASL Travel Squad families, and 96.7% of responding families voted in favor of the proposed transfer of the competitive swim team operations to Peachtree Aquatics.

7. Facility MOU and Effective Transition Date

The transition is dependent on obtaining the necessary approval from the City of Augusta concerning the existing Memorandum of Understanding between ASL and Augusta governing use of the Augusta Aquatic Center. Both organizations recognize that the City and the existing Aquatic Center MOU control the facility arrangement and that any transfer of this MOU must be approved by the City.

ASL and Peachtree Aquatics intend to work cooperatively with the City to obtain the necessary approval and complete the transfer of this agreement to Peachtree Aquatics, giving them the right to operate the program at the facility.

The Parties intend for the operational transition to occur only after the necessary City approvals and organizational approvals have been completed.

8. ASL Assets, Historical Records and Future State

The transition of operations does not mean that ASL's property or assets are being transferred to Peachtree Aquatics. ASL will remain a separate corporate entity and retain its assets and historical records. ASL intends to provide Peachtree Aquatics with appropriate historical information and local knowledge necessary to establish the Peachtree Aquatics - Aiken/Augusta site.

ASL plans to continue operating as a volunteer, parent-led charitable organization and will remain actively involved in the local swimming community.

ASL plans to assist Peachtree Aquatics with hosting and supporting local USA Swimming sanctioned competitions, while also focusing on growing swimming opportunities throughout the

CSRA. One of our goals is to help strengthen the summer swim program, particularly by encouraging and assisting with the development of additional local summer swim teams and creating more opportunities for children in Richmond County and surrounding communities to participate.

ASL can also continue supporting local meets, swim clinics, community events, and other initiatives that introduce more children to the sport and help make swimming more accessible throughout the area. ASL will also continue to run the Fred Lamback Memorial Para Swimming Open, which we have partnered with the Augusta Parks and Recreation Department (APRD) to host at the Augusta Aquatic Center in October 2026.

ASL will also work to provide financial assistance for swim team dues, swim meet entries, swim lessons, and other swimming related opportunities for local families in need. This will likely involve partnership with APRD to provide scholarships for disadvantaged youth to participate in the APRD swim lesson program.

Lastly, ASL will remain as a primary support for training officials and leaders in the region for USA Swimming, GHSA, GISA, the CSRA Summer Swim League and equipment procurement and rentals for these organizations.

By transferring the day-to-day operational burdens of running a large and complex competitive swim team, ASL will be able to focus on swim-centric charitable initiatives. ASL will use its experience, community relationships, and resources to get more kids in the water, help them learn to swim, and give more children the opportunity to discover and participate in the sport of swimming.

9. Peachtree Aquatics Dues and Financial Aid Continuity

In order to prevent disruption of swim team participation for any Augusta/Aiken area families, Peachtree Aquatics agrees to maintain the current swim team dues and fees structure previously employed by ASL at least through the 2026-27 season, which ends on 7/31/27. After this point, reasonable dues/fee adjustments may be made to accommodate cost increases for rent, coaching salaries, etc. These changes would be expected for proper program stewardship regardless of who is administering the competitive swim team.

In addition, Peachtree Aquatics will honor all financial aid agreements and the “Outreach Membership Policy” currently in place with ASL, to preserve the ability of youth from families in need to continue their participation in competitive swimming.

10. Vision and Shared Goal for the Future

The transition is based on a shared vision that competitive swimming in the Augusta/Aiken area can continue to grow by combining the strengths of both organizations.

The shared goal is strengthening a growing and sustainable competitive swimming program that serves the Augusta/Aiken community and provides swimmers with opportunities to develop their character, compete with integrity, and enjoy the sport for years to come.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

AIKEN-AUGUSTA SWIM LEAGUE, INC.

By: Amy Jost

Amy Jost

Title: **Board President**

Date: 13/10/2026

PEACHTREE AQUATICS, INC.

By: Mike Wardwell

Mike Wardwell

Title: **President**

Date: 13/10/2026

Signature: Amy Jost
Amy Jost (Oct 13, 2026 19:32:19 EDT)
Email: president@swim-asl.com

Signature: Mike Wardwell
Mike Wardwell (Oct 13, 2026 18:47:36 EDT)
Email: headcoach@pacswimming.org

**MEMORANDUM OF UNDERSTANDING BETWEEN
AIKEN-AUGUSTA SWIM LEAGUE
AND
AUGUSTA, GEORGIA**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 16th day of December, 2025, by and between AUGUSTA, GEORGIA ("Augusta"), a political subdivision of the State of Georgia and the Aiken-Augusta Swim League ("ASL"), known collective as the "Parties," and clarifies the roles and responsibilities of the Parties regarding the use of the Augusta Aquatic Center.

WHEREAS, Augusta and ASL deem that it would be beneficial to both the Augusta taxpayers and local Augusta residents for ASL and Augusta to enter into a partnership and jointly provide certain programming and certain services at the Augusta Aquatic Center, 3157 Damascus Road, Augusta, GA 30909; and

WHEREAS, Augusta will continue and accept the responsibility to staff, develop, and implement sound programs for the best interest of this community; and

WHEREAS, ASL will continue to develop a professional swim program at the Augusta Aquatic Center, open and available to qualified youth participants;

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

I. GENERAL RESPONSIBILITIES OF ASL

1. ASL shall provide sufficient staff members for the delivery of its swim program.

- i. "Staff," "staff members," and/or "members of staff" is hereby defined as individuals who are certified in CPR and First Aid and are employees of ASL.
- ii. All staff members shall be subject to a background check, drug and alcohol testing, and any other pre-employment or employment guidelines set by Augusta for ASL, the Augusta Aquatic Center, and/or non-specific guidelines for operators and/or program facilitators of/at facilities owned by Augusta. ASL shall communicate to staff members all restrictions, obligations, and responsibilities of ASL and ASL's staff members.

2. ASL shall provide adequate staffing levels at the Aquatic Center during youth programming.

- i. "Youth programming" are activities or events that are primary designed, dedicated, or intended for persons 18 years of age or younger, or for groups of people that are likely to include persons 18 years of age or younger, such as swim lessons and/or swim practice.

ii. Adequate staffing levels during youth programming is at the sole discretion of the Director of the Recreation and Parks Department of Augusta, but at no time shall be less than one staff member per twenty (20) persons 18 years of age or younger ("staff/youth ratio"). The Director of the Recreation and Parks Department of Augusta reserves the right to modify the staff/youth ratio at any time, for any reason or for no reason, for any particular event or programming, for a series of events or programming, or for all youth programming at the Augusta Aquatic Center and/or conducted by ASL.

iii. ASL shall not conduct youth programming with an insufficient staff/youth ratio. If at any time during a youth program the staff/youth ratio is not equal to 1/20 or greater, or not equal to what had been modified by the Director of the Recreation and Parks Department of Augusta or greater, ASL shall end the youth program immediately, taking into account the health and safety of participants, and may continue the program only when the staff/youth ratio complies with this subparagraph. For the purpose of this subparagraph, and in order to accurately determine the staff/youth ratio, lifeguards supervising the lap pool are counted towards the staff.

3. ASL shall be an organization incorporated by the State of Georgia, and at all times maintain good standing as such. ASL shall at all times be a tax-exempt organization under 501(c)(3) of the Internal Revenue Code. At the annual meeting, ASL shall provide the Director of the Recreation and Parks Department of Augusta proof of its good standing as an incorporated organization and its IRS tax filing for the previous financial year.

4. ASL shall meet with Augusta annually ("the annual meeting") to discuss operations and programs, as well as any changes, modifications, or amendments to this MOU and/or any fees that may need to be modified or implemented. The annual meeting shall be held no later than June 30 of the calendar year.

5. ASL agrees to indemnify and hold harmless Augusta and its employees and agents from and against any and all liabilities, claims, suits, demands, damages, losses and expenses, including attorneys' fees, arising out of or resulting from ASL's operation of the professional swim program or any other part of this MOU. ASL further agrees that the foregoing agreement to indemnify and hold harmless applies to any claims for damage or injury to itself and/or any individuals employed or retained by it in connection with any changes, additions, alterations, modifications and/or improvements made to the Augusta Aquatic Center, and hereby releases Augusta and its officers, employees, representatives and agents from liabilities, claims, suits, demands, damages, losses and expenses, including attorneys' fees in connection with the aforementioned.

6. ASL shall, at all times that this MOU is in effect, cause to be maintained in force and effect an insurance policy that will insure and indemnify Augusta against liability or financial loss resulting from injuries occurring to persons or property or occurring, as a

result of any negligent error, act or omission of ASL during the term of this MOU. ASL shall provide, at all times, Worker's Compensation insurance in accordance with the laws of the State of Georgia. Augusta will be named as an additional insured with respect to ASL's liabilities hereunder in insurance coverages. The policies shall be written by a responsible company(s), to be approved by Augusta, and shall be non-cancellable except on thirty (30) days' written notice to Augusta. The requirements contained herein, as well as City's review or acceptance of insurance maintained by ASL is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by ASL under this MOU:

- i. *Commercial General Liability* – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- ii. *Additional Insured* – ASL agrees to endorse Augusta as an Additional Insured on the Commercial General Liability Insurance Policy. The Additional Insured shall read 'Augusta as its interest may appear'.
- iii. *Certificate of Insurance* – ASL agrees to provide Augusta a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. If ASL receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, ASL agrees to notify Augusta within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

7. ASL shall follow all safety guidelines set forth by Augusta. ASL shall immediately notify Augusta of any violation of law, including but not limited to trespass, burglary, theft, assault, and/or battery. ASL shall immediately notify Augusta in the event of any property damage to the Aquatic Center. ASL shall immediately notify Augusta in the event of any medical emergency, accident resulting in injury or property damage, or in the event of break-ins, property damage, emergencies, injuries, or incidents. An Augusta-issued incident report must be submitted immediately following any such incident.

8. ASL shall abide by all federal, state, and local laws.

II. GENERAL RESPONSIBILITIES OF AUGUSTA

1. Augusta shall provide utilities for the Augusta Aquatic Center, as well as provide repairs and technical and general maintenance. Augusta shall provide for trash collection and recycling from the existing refuse and recycling bins on the premises of the Aquatic Center. Augusta shall provide janitorial supplies for the Aquatic Center.

2. Augusta shall comply with all federal, state, and local laws, including, but not limited to, ensuring that the Augusta Aquatic Center complies with the Americans with Disabilities Act (ADA).
3. Augusta shall provide guidelines, manuals, or rules concerning any obligation or responsibility of ASL under this MOU.
4. Augusta shall be responsible for managing any and all improvements to the Augusta Aquatic Center, surrounding park space, or other property owned by Augusta regardless of funding source.
5. Augusta shall provide, at all times, contacts for persons within Augusta to ASL for ASL to perform its obligations and responsibilities under this MOU.
6. Augusta shall make the Augusta Aquatic Center available to ASL during regular hours of operation. Regular hours of operation are subject to change within reasonable notice at the discretion of the Director of the Recreation and Parks Department of Augusta.
7. Augusta shall give advance notice to ASL if for any reason a temporary reduction in service is necessary and/or not avoidable. Such service reductions may occur due to facility rentals, special events, safety concerns - included but not limited to shortage of staff, and maintenance concerns that require a facility closure. If possible and known at the time, the advance notice shall be given no less than one (1) week before the service reduction, or if the issue requires immediate attention, all reasonable effort shall be made by Augusta to notify ASL as soon as possible.

III. SPECIFIC RESPONSIBILITIES OF ASL

1. During the annual meeting, ASL shall provide the Augusta Aquatic Center with a written request for lane space and practice times. The request shall be based on the number of participants in the swim program, and shall take into consideration the public's need for swim space as well as other groups, teams and programs.
2. During the annual meeting, ASL shall provide the Augusta Aquatic Center with a list of planned swim meets with approximate dates for the following year. Any additions, deletions, or modifications to this list shall be made at least six (6) weeks before the intended date of the swim meet.
3. ASL shall pay a monthly usage fee for swim practice in the amount of **\$4,675.00** for the months of January through July and the months of September through December. There shall be no swim practice and therefore no monthly usage fee for the month of August.
 - i. ASL shall be charged monthly post-usage, and payment of such fees will be due within ten (10) days of the date of each invoice.

ii. These fees covers 4 hours swim practice during regular hours of operation and the following additional items:

- One (1) Storage room, located on the second floor of the Augusta Aquatic Center,
- Use of the conference room for the monthly board meeting of ASL if available.

iii. The monthly usage fee shall be prorated if the Augusta Aquatic Center is not available for more than 3 consecutive training days, or for more than 5 days in a given month, due to maintenance issues, other recreational activities preventing swim practice, or events of a similar nature. This prorated fee does not apply to Force Majeure events as defined in Section VI, Subsection 4. All prorated fees will be applied to the following month's fees as a statement credit.

4. ASL shall enter into and sign a lease agreement with Augusta for each planned swim meet no later than 8 weeks before the meet date.

i. In accordance with Augusta's facility rental policies, a non-refundable deposit payment is due on the date of the MOU, the remaining balance is due thirty (30) days prior to the event. The amount of the deposit is 10% of meet price.

ii. The rental fees are subject to change per meet type.

Friday 4:00PM – 9:00PM, Saturday 7:00AM – 9:00PM, Sunday 7:00AM – 3:00PM

- 3 Day Meet (Full Lap pool and Rec Pool) – **\$10,570.00**
- 3 Day Meet (Full Lap Pool Only) – **\$9,520.00**
- 1 Day Meet **14 hours** (Full Lap pool and Rec Pool) – **\$5,435.00**
- 1 Day Meet **14 hours** (Full Lap pool) – **\$4,890.00**
- Additional hours can be purchased outside of the times listed above.
 - Full Lap pool and Rec Pool – **\$390.00 per Hour**
 - Full Lap pool– **\$350.00 per Hour**

iii. The rental fee includes all charges, fees and payments for the swim meet, and specifically covers the following items:

- Exclusive use of the Augusta Aquatic Center (lap pool, recreation pool, pool deck, meeting room, changing rooms, visitor / spectator gallery);
- Exclusive use of the concession room (when not used for concessions sales by Augusta);
- Fees for the usage of equipment such as timing systems (subject to availability);
- Fees for additional staff such as a (1) police officer and (1) fire marshal; and
- Fees for Aquatic Center staff, including maintenance and cleaning staff.

5. ASL may make requests for material improvements of the Augusta Aquatic Center during the annual meeting. Any request shall be made in writing, and identify the needs, costs and potential benefit for ASL, the Augusta Aquatic Center, and/or Augusta.

6. As a member of the Augusta Aquatic Center community, ASL shall at all times follow all rules, regulations, and guidance in place. ASL, Augusta, the Augusta Aquatic Center, and the staff and members of those respective agencies shall treat each other as partners, with respect, and with a mutual understanding of their commitment to providing the highest level of safety and service to the guests and visitors of the Augusta Aquatic Center.

IV. SPECIFIC RESPONSIBILITIES OF AUGUSTA

1. Augusta shall allocate swimming lanes for swim practice to ASL under the principles laid out herein.

i. The Augusta Aquatic Center operates the lap pool in two modes, based on season. Between late March and early August, the lap pool will be operated as long course pool, with eight (8) 50-meter-lanes. Between early August and late March, the lap pool will be operated as short course pool, with eighteen (18) 25-meter-lanes. The exact dates shall be determined at the discretion of the Director of Parks & Recreation or a staff member authorized by the Director and are subject to change on an as-needed-basis.

ii. During the annual meeting, Augusta will receive the written request for lane space and practice times. Augusta shall make a candid and benevolent assessment of the needs laid out by ASL and shall consider the request made to the best of Augusta's ability, while also considering, balancing and providing public access to practice space, programming needs by Augusta, and other requests for lane space and practice times such as but not limited to local high schools, and other swim teams.

iii. Augusta shall notify ASL about the determination made and identify allocated swim lanes and practice times in writing.

iv. Under the terms of this MOU, ASL shall at a minimum be allocated swim lanes as follows:

- Short Course: Thirteen (13) lanes
- Long Course: Five (5) lanes

v. ASL shall be allowed the use of one (1) additional lane during both short course and long course setup, as long as that swim lane is not needed for public swim or programming by Augusta. Aquatic Center staff shall make sound and considerate judgement in determining that need.

2. During swim meets, Augusta shall provide the following services to ASL:

i. Augusta shall provide at a minimum one (1) facility maintenance staff and one facility superintendent on site throughout the entirety of the swim meet. During the duration of the meet, the superintendent shall be available for all technical

questions regarding the Augusta Aquatic Center. Maintenance staff shall assist with maintenance and cleaning inside and around the facility.

ii. Augusta shall provide for lifeguards, fire marshals and police officers to be present at the swim meet. The determination of required staffing levels are made at the discretion of the Director of Parks & Recreation, in conjunction with guidance through the Sheriff's Office, the Fire Department, and in observance of all applicable rules, policies, guidelines and laws.

iii. Augusta may choose to provide concession sales during certain times or all times of a swim meet at Augusta's discretion. Should Augusta choose to provide concession sales during a swim meet, ASL shall receive a statement credit of twenty-five (25) percent of the net concession sales revenue, usable towards payment for future rentals.

3. Augusta shall undertake any and all reasonable effort to maintain the Augusta Aquatic Center and to implement and maintain material improvements. In doing so, Augusta shall take into consideration the needs and requirements of the community and of the partners at the Augusta Aquatic Center, such as ASL. All improvements and maintenance are subject to availability of funding and follow Augusta's guidelines and procedural policies. No item, tool, utensil, equipment, and/or system shall be made part of the Augusta Aquatic Center without prior written approval of the Director of Recreation and Parks, or the appropriate Augusta approval authority. Both parties shall implement any requirement instituted via any model aquatic safety plans as described by Title 31, Chapter 45A of the Georgia Code.

V. GENERAL TERMS

1. The law of the State of Georgia shall govern the MOU between Augusta and ASL with regard to its interpretation and performance, and any other claims related to this MOU. All claims, disputes and other matters in question between Augusta and ASL arising out of or relating to the MOU, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. ASL, by executing this MOU, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

2. ASL acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, ASL is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of ASL's provision of goods or services to Augusta under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that ASL may be precluded from recovering payment for such unauthorized goods or services. Accordingly, ASL agrees that if it provides goods or services to Augusta under a contract that has not received proper legislative authorization or if ASL provides goods or services to Augusta in excess of any contractually authorized goods or services, as required by Augusta's

Charter and Code, Augusta may withhold payment for any unauthorized goods or services provided by ASL. ASL assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, however characterized, including, without limitation, all remedies at law or equity.

3. The terms of this MOU supersede any and all provisions of the Georgia Prompt Pay Act.

4. The term of this MOU shall terminate absolutely and without obligation on the part of Augusta each and every December 31st, unless terminated earlier in accordance with the termination provisions of the MOU. The term of this MOU shall begin immediately upon receipt of signed MOU and continue through December 31, 2026, unless terminated earlier in accordance with the termination provisions of the MOU. This MOU may be renewed based on the terms and conditions herein at the expiration of its term at the sole option of Augusta. The MOU may be renewed for an additional one-year period of January 1, 2027 through December 31, 2027.

5. This MOU shall supersede any and all previously executed agreements between the parties.

6. This MOU constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this MOU. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this MOU are expressly merged into and superseded by this MOU. The provisions of this MOU cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this MOU, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this MOU. There are no conditions precedent to the effectiveness of this MOU, other than any that are expressly stated in this MOU.

7. In the event that the terms and conditions of this MOU are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this MOU, nor will such non-enforcement prevent such party from enforcing each and every term of this MOU thereafter.

8. If any term or provision of this MOU is held invalid or unenforceable, the remainder of this MOU will be considered valid and enforceable to the fullest extent permitted by law.

9. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than ASL and Augusta; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, spouse, next of kin, employer, prospective employer, or any other third party.

10. Neither party, or its agents or employees, is an agent, employee, or servant of the other party.

11. Except as otherwise provided in this MOU, ASL may not transfer, sell, or otherwise contract with any other person or organization its obligations or responsibilities in this MOU without prior approval of Augusta.

VI. TERMINATION AND NOTICES

1. To the extent that it does not alter the scope of this MOU, Augusta may unilaterally order a temporary halt of the performance by ASL under this MOU upon written notice.

2. All notices, demands and requests which may be required to be given by the Lessor or the Lessee to the other shall be in writing and shall be deemed to have been properly given when postage sent prepaid by registered and certified mail (with return receipt requested) addressed as follows:

If intended for ASL: Aiken-Augusta Swim League
 C/O Makka Fouitah, Registered Agent
 1404 Big Holley Ct.
 Martinez, GA 30907

If intended for Augusta:
 Office of the Mayor
 Attn: Garnett Johnson
 535 Telfair St. Suite 200
 Augusta, GA 30901

Copy:

Augusta Recreation & Parks Department
 Tameka D. Williams, Director
 2027 Lumpkin Road
 Augusta, GA 30906

3. The parties may terminate this MOU in part or in whole upon sixty (60) days' written notice to the other party.

4. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this MOU, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance

under this MOU. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this MOU as of the date(s) set forth below.

Aiken-Augusta Swim League

By: 

Name: Michael Groves

Title: President - ASL

Date: 12/29/2025

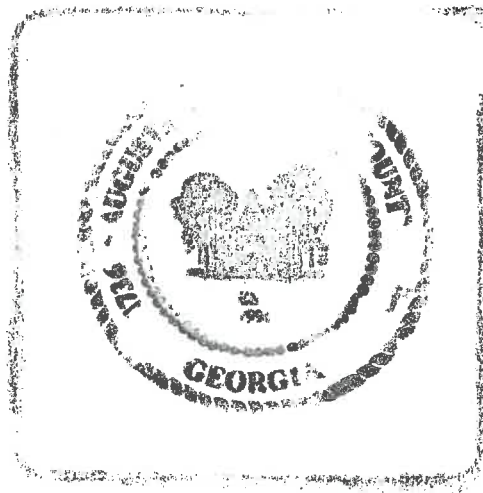
Augusta, Georgia

By: 

Name: Garnett Johnson

Title: Mayor

Date: 1/13/2026



ATTEST: (SEAL)

By: 

Name: Lena J. Bonner

Title: Clerk of the Commission

Date: 1/20/26



Public Services Committee Meeting

October 27, 2026

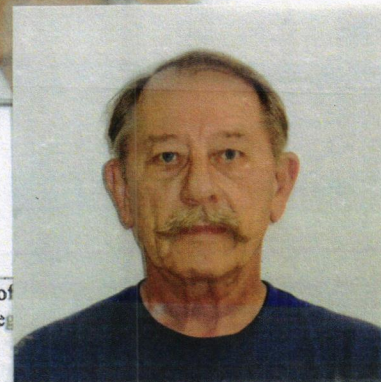
Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-43 –Existing location, New Ownership: Consumption on Premise Liquor, Beer Wine, and Dance. Kellie Vinson and Barry Kruse are the applicants for K-Bar Holdings LLC dba Chevys Nite Club, to be used in connection with 3328 Washington Road Ste E, F & G Augusta, GA 30907. District 7, Super District 10.
Background:	Existing Location, New Ownership
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of \$4,520.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

COPY

Item 3.

Alcohol License Application
Physical Address:
Augusta Planning & Development
1803 Marvin Griffin Rd
Augusta, GA 30906
706-312-5038



Alcohol License Number (Office Use Only): LCB20260001028

AN. 26-43

Alcohol Beverage Application

Business Legal Name: K-Bar Holdings LLC

If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of register as a foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your leg

Physical Location: 3328 Washington road Augusta GA 30907
(Complete Street Address— City, State, Zip Code)

Business Location: Map & Parcel #: 010-0-058-00-0 Zoning: B2

Business Phone: (706) 250-3261

Home Phone: [REDACTED]

Applicant Name: K-Bar holdings LLC

Applicant's Address: 3328 Washington Road STE E,F,G Augusta GA 30907
(Complete Street Address – City, State, Zip Code)

Applicant's Social Security: [REDACTED]

Date of Birth: [REDACTED]

If Applicant is a transfer, list previous Applicant: _____

Location Manager(s): 1. Barry Kruse

2. Kellie Vinson

3. _____

Is Applicant an American Citizen or Alien lawfully admitted for permanent residency? ☒ Yes ☐ No

Ownership Information

Corporation (if applicable): Date Chartered: 5/4/2026

Mailing Address:

Name of Business: Chevy's Niteclub

Attention: Kellie Vinson

Address: 3328 Washington road

City/State/Zip: Augusta GA 30907

Ownership Type: ☒ Corporation ☐ Partnership ☐ Individual

Corporate Name: K-Bar Holdings LLC

List name and other required information for each person having interest in this business.

472667900

Name	Position	SSNO #	Address	Interest
Click or tap here to enter text. Barry Kruse	Click or tap here to enter text. Owner	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text. Kellie Vinson	Click or tap here to enter text. Owner	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text. 50%
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

What type of business will you operate in this location?

☐ Restaurant - Full ☐ Restaurant - Limited ☐ Hybrid ☒ Lounge ☐ Convenience Store
☐ Package Store ☐ Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	YES	YES	YES	YES	NO
Wholesale					

Total License Fee: \$ 4520 Prorated License Fee (After July 1 ONLY): \$ 2260

Have you ever applied for an Alcohol Beverage License before: ☐ Yes ☒ No

If so, give year of application and its disposition: _____

Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages?

☒ Yes ☐ No If so, please initial: SWK / KAV

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

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 regulation of Augusta - Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ☐ Yes ☒ No

If yes, give full details:

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 offense pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ☐ Yes ☒ No

If yes, give reason charged or held, date and place where charged and its disposition.

List owner or owners of the building and property.

Sherman and Hemstreet

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

K Bar LLC, Kellie Vinson, Barry Kruse

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 being sold.

A) Church: _____

C) School: _____

B) Library: _____

D) Public Recreation: _____

State of Georgia, Augusta-Richmond County, I, Kellie A. Vinson, do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Kellie A. Vinson
Applicant Signature

I hereby certify that Kellie A. Vinson is personally known to me. That he/she signed his/her name to the forgoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.

This 6 day of July, in the year 2026.

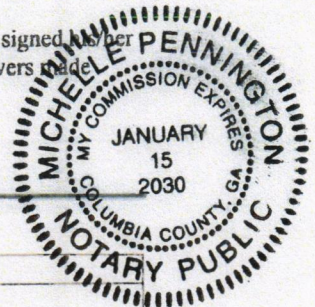
Office Use Only

Department Recommendation	Approve	Deny	Comments
Alcohol Inspection	☐	☐	Click or tap here to enter text.
Sheriff	☐	☐	Click or tap here to enter text.
Fire Inspector	☐	☐	Click or tap here to enter text.

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

Administrator

Date



Case Number: A.N. 26-43

Application Type: Existing Location, New Ownership:
Consumption on Premise Liquor, Beer, Wine, & Dance

Business Name: K-Bar Holdings LLC dba Chevy's Nite Club

Hearing Date: October 27, 2026

Prepared By: Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

Applicant: Kellie Vinson &
Barry Kruse

Property Owner: 3328 Washington Rd Ste E-G

Address of Property: 3112 Washington Road
Ste A & B

Tax Parcel #: 010-0-058-00-0

Commission Districts: District 7,
Super District 10



ANALYSIS:

Location Restrictions:

- **Zoning:** 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 of 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 issue dunder the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$4,520.00.

RECOMMENDATION:

Planning and Development Department 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.

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 reserve the right to make an oral recommendation at the hearing based on all information available at that time.



Public Services

October 27, 2026

Item Name: Approval of the Public Transit Agency Safety Plan (PTASP)

Department:	Augusta Transit
Presenter:	Sharon Dottery, Director
Caption:	Motion to approve the annual Public Transit Agency Safety Plan (PTASP) as drafted for the Augusta Transit Department by the Georgia Department of Transportation in accordance with 49 CFR 673.11(a)(1).
Background:	In July of 2018, the Federal Transit Administration (FTA) issued the Final Rule for Public Transportation Agency Safety Plans (PTASP) at 49 CFR Part 673 for the purpose of strengthening the safety of public transit systems. The Final Rule requires operators of transit systems that receive Section 5307 funding to develop and implement Public Transportation Agency Safety Plans based on the Safety Management System (SMS) approach, subject to future oversight from FTA. In assigning responsibility for preparing the Safety Plans, FTA's Final Rule distinguishes between large and small transit systems. "Small Public Transportation Providers", or "small transit systems", are defined as recipients or sub-recipients of Section 5307 funds operating 100 or fewer vehicles in peak revenue service. The Rule requires that the State draft and certify a Public Transportation Agency Safety Plan on behalf of small transit system within the State, unless the transit system notifies the State that it will draft its own plan. In either case, FTA requires that the small transit system be responsible for implementing the Safety Plan.
Analysis:	The PTASP is to address the significant and continuing safety risk associated with assaults on transit workers. This plan must be updated annually by December 31 st each year.
Financial Impact:	N/A
Alternatives:	Deny request.
Recommendation:	Motion to approve the Public Transit Agency Safety Plan (PTASP) as drafted for the Augusta Transit Department by the Georgia Department of Transportation in accordance with 49 CFR 673.11(a)(1).
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA TRANSIT

SAFETY PLAN

DECEMBER 2026



AUTHORIZATIONS

Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation (FAST) Act granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of transit bus systems throughout the United States. On July 19, 2018, the FTA promulgated its final rule 49 CFR Part 673 - Public Transportation Agency Safety Plan (PTASP), which requires recipients of FTA Chapter 5307 funds to develop and implement a safety plan based on Safety Management Systems (SMS) principles and methods.

Augusta Transit has established this Safety Plan as our agency's commitment to system safety and the principles of SMS. The objectives of our plan are to:

- Increase the safety of our transit system by proactively identifying, assessing, and controlling risks;
- Continually improve safety performance;
- Improve the commitment of transit leadership to safety; and
- Foster a culture of safety awareness and responsiveness.

Augusta Transit is committed to implementing a systematic and comprehensive safety program. Leadership will visibly demonstrate its commitment to safety by monitoring hazards, enforcing, and supporting safety programs, and promoting an open and transparent environment to discuss and address safety issues.

This Safety Plan was developed by the Georgia Department of Transportation (GDOT), and Augusta Transit has adopted it to comply with FTA Part 673 requirements. The Augusta-Richmond County Commission, the transit director, and chief safety officer (CSO) have reviewed and approved this Safety Plan and assure that its contents establish a comprehensive SMS framework and meet the requirements of Part 673.

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the National Public Transportation Safety Plan (NPTSP), Augusta Transit has adopted this PTASP and the tenets of SMS, including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 USC 5329(d)(1)(A). While safety has always been a primary function at Augusta Transit, this document lays out a process over the next several years to fully implement an SMS that complies with the PTASP final rule, as amended.

Additionally, the FTA recently released a Notice of Proposed Rulemaking (NPRM) with proposed revisions to the NPTSP to address the new requirements in the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act to further advance transit safety. The revision supersedes the one which the FTA published in January 2017. It lays out a performance-based approach to reduce injuries and fatalities on transit systems under the FTA's safety jurisdiction.

Furthermore, in April 2024, the FTA made important updates to the PTASP regulations to improve safety management and performance monitoring for transit agencies. These updates stress the need for decisions based on data and proactive risk management. Key changes include using advanced safety performance metrics to provide a more complete view of safety by recording a wider range of incidents and near-misses. This helps agencies spot potential hazards earlier and take action to prevent them. Additionally, the FTA now requires more thorough training programs

for transit staff, focusing on modern SMS practices and emergency preparedness to create a knowledgeable workforce focused on the culture of safety.

The updated PTASP regulation also adds stronger oversight and accountability measures for 5307 agencies. These agencies must now conduct regular safety audits and submit detailed reports on their safety performance and compliance with SMS as detailed in their PTASP plans. These reports should include specific plans for addressing any safety issues identified and providing a commitment to continuous improvement. The regulation also highlights the importance of management in promoting a safety-first culture and encouraging executives to be actively involved in safety planning and decision-making processes, thereby promoting safety communications in a top-down and bottom-up feedback.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Augusta Transit, all levels of management, administration, and operations are responsible for the safety of their customers and themselves. To improve public transportation safety to the highest practicable level in the state and comply with FTA requirements, the GDOT originally developed this PTASP in collaboration with Augusta Transit.

This PTASP will be distributed to all transit employees and will be reviewed and updated annually.

Approved by	Date
Sharon Dottery, Transit Director	
Augusta Transit Safety Committee	

Revision Record				
Revision #	Review Date	Reviewer	Revision Date	Approved By
2	12/31/22	GDOT	12/31/22	GDOT
3	12/31/23	GDOT	12/31/23	GDOT
4	12/31/24	GDOT	12/21/24	GDOT
5	12/31/25	GDOT	12/21/25	GDOT
6		GDOT		GDOT

Revision Table				
Document Version	Section/Pages Changed	Reason for change	Reviewers Name(s)	Date of Change
1	New Document	PTASP was adapted from the original Georgia DOT PTASP. PTASP accounts for new requirements under the Bipartisan Infrastructure Law within 49 USC Section 5329 (d) issued February 17, 2022	Chris LaRue, Aidan Quirke	September 2022
2	Transit Agency Information; Safety Performance Targets	Updated safety performance target	Chris LaRue, Aidan Quirke	September 2023
3	Transit Agency Information; Safety Performance Targets	Updated safety performance target	Chris LaRue, Aidan Quirke, Kashmala Tahir	September 2024
4	Transit Agency Information; Safety Performance Targets	1. Vehicles operated in max capacity 2. Annual Safety Performance Target Update 3. Updated SSEPRP	Chris LaRue, Aidan Quirke, Kashmala Tahir	September 2025
5	Transit Agency Information; Safety Performance Targets; Safety Trainings	1. Updated safety performance target 2. More details about the roles and responsibilities of the safety committee 3. Added to the list of trainings offered to the staff	Chris LaRue, Kashmala Tahir	October 2026

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Definitions

Accident: An event that involves any of the following – loss of life; a report of a serious injury to a person; a collision of a public transit vehicle; an evacuation for life safety reasons at any location, at any time, whatever the cause.

Accountable Executive: A single, identifiable person who has ultimate responsibility for carrying out the PTASP of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management (TAM) Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 USC § 5329(d), and the agency's TAM Plan in accordance with 49 USC § 5326.

Agency Leadership and Executive Management: Those members of agency leadership or executive management (other than an accountable executive, CSO, or SMS executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Assault On a Transit Worker: A circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.

Chief Safety Officer: An adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacities, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Event: Any accident, incident, or occurrence.

Fatality: A death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property that are a result of illness or other natural causes; collision (including suicides), fire, hazardous material spill or exposure, Acts of God, system or personal security event (including suicides), and other safety events.

Hazard: Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Hazard Likelihood: Probability of a hazard consequence to occur.

Hazard Severity: The effect/damaging result of a hazards consequence.

Incident: An event that involves any of the following – a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Injury: Any damage or harm to persons that requires immediate medical attention away from the scene because of a reportable event. Agencies must report each person transported away from the scene for medical attention as an injury, whether or not the person appears to be injured.

Joint Labor-Management Process: A formal approach to discuss topics affecting transit workers and the public transportation system.

Key staff: A group of staff or committees to support the accountable executive, CSO, or SMS executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: Failures caused by vehicle malfunctions or subpar vehicle condition which require that the vehicle be pulled from service.

National Public Transportation Safety Pla: The plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 USC Chapter 53.

Notice of Proposed Rulemaking: A proposed new regulation or proposed changes to an existing regulation. A federal agency is only allowed to issue regulations if authorized to do so by Congress, so the NPRM also provides the statutory authority under which the agency is proposing the regulation. The NPRM also explains the background and history of the issue that generated the regulation and avenues for public participation.

Occurrence: An event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Passenger: A person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Preventative Maintenance: Regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Public Transportation Agency Safety Plan: The documented comprehensive agency safety plan for a transit agency that is required by 49 USC 5329 and this part.

Performance Target: A quantifiable level of performance or condition expressed as a value for the measure, to be achieved within a time period required by the FTA.

Reportable: An event occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle, excluding occupational safety events occurring in administrative buildings.

Risk: An assessed probability and severity calculation to classify the overall potential consequences of a hazard.

Safety Assurance: A list of defined safety performance indicators for each priority risk and associated targets the agency will use to determine if it is achieving the specified safety goals.

Safety Committee: A committee convened by a joint labor-management process comprised of an equal number of frontline employees (selected by a labor organization representing the plurality of the frontline workforce employed by the recipient or, if applicable, a contractor to the recipient, to the extent frontline employees are represented by labor organizations) and management.

Major Events: Include but are not limited to slips, trips, falls, smoke, power failure, maintenance-related issues, or electric shock. To be reported as a major event, these events must **either** meet the fatality, evacuation, or property damage threshold **or** result in two or more injured persons. Other safety events that cause only one person to be immediately transported from the scene for medical attention, and that do not trigger any other reporting threshold, are reported on the Non-Major Monthly Summary Report form. The FTA includes other safety events that occur in a transit maintenance facility and meet a reporting threshold but continues to exclude occupational safety events occurring in administrative buildings.

Safety Management Policy: A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System (SMS): The formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System Executive: A CSO or an equivalent.

Safety Objective: A general goal or desired outcome related to safety.

Safety Performance: An organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Measure (SPM): An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: Activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations through a combination of safety performance indicators and safety performance targets (SPTs).

Safety Performance Target (SPT): A performance target related to safety management activities.

Safety Promotion: A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: The assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

Safety Risk Assessment: The formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management: A process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: The activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: The likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: The anticipated effects of a consequence should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: Any injury which:

- Requires hospitalization for more than 48 hours, commencing within 7 days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: A recipient or subrecipient of federal financial assistance under 49 USC 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: A State of the United States, the District of Columbia, the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: The condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: An agency established by a State that meets the requirements and performs the functions specified by 49 USC 5329(e) and the regulations set forth in 49 CFR Part 674.

Transit Agency: An operator of a public transportation system.

Transit Asset Management Plan: The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 USC 5326 and 49 CFR Part 625.

Transit Worker: Means any employee, contractor, or volunteer working on behalf of the transit agency.

Vehicle Revenue Miles (VRM): The miles that vehicles are scheduled to or actually travel while in revenue service. VRMs include layover/recovery time and exclude deadhead, operator training, vehicle maintenance testing, and school bus and charter services.

1 Acronyms

ADA	Americans with Disabilities Act
ARTS	Augusta Regional Transportation Study
AP	Administrative Procedure
BIL	Bipartisan Infrastructure Law
CSO	Chief Safety Officer
DR	Demand Response
DO	Directly Operated
FTA	Federal Transit Administration
FY	Fiscal Year
GDOT	Georgia Department of Transportation
GPS	Global Positioning System
IIJA	Infrastructure Investment and Jobs Act
KPI	Key Performance Indicator
MAP-21	Moving Ahead for Progress in the 21st Century
MB	Motor Bus
MV Transit	MV Contract Transportation Inc.
NFPA	National Fire Protection Association
NPRM	Notice of Proposed Rulemaking
NPTSP	National Public Transportation Safety Plan
NTD	National Transit Database
PPE	Personal Protective Equipment
PTASP	Public Transportation Agency Safety Plan
SCAT	Safety Committee Augusta Transit
SMP	Safety Management Policy
SMS	Safety Management System
SOP	Standard Operating Procedure
SPT	Safety Performance Target
SRM	Safety Risk Management
SSC	Site Safety Council
TAM	Transit Asset Management
TWC	Transit Workforce Center
VRM	Vehicle Revenue Miles

2 Transit Agency Information

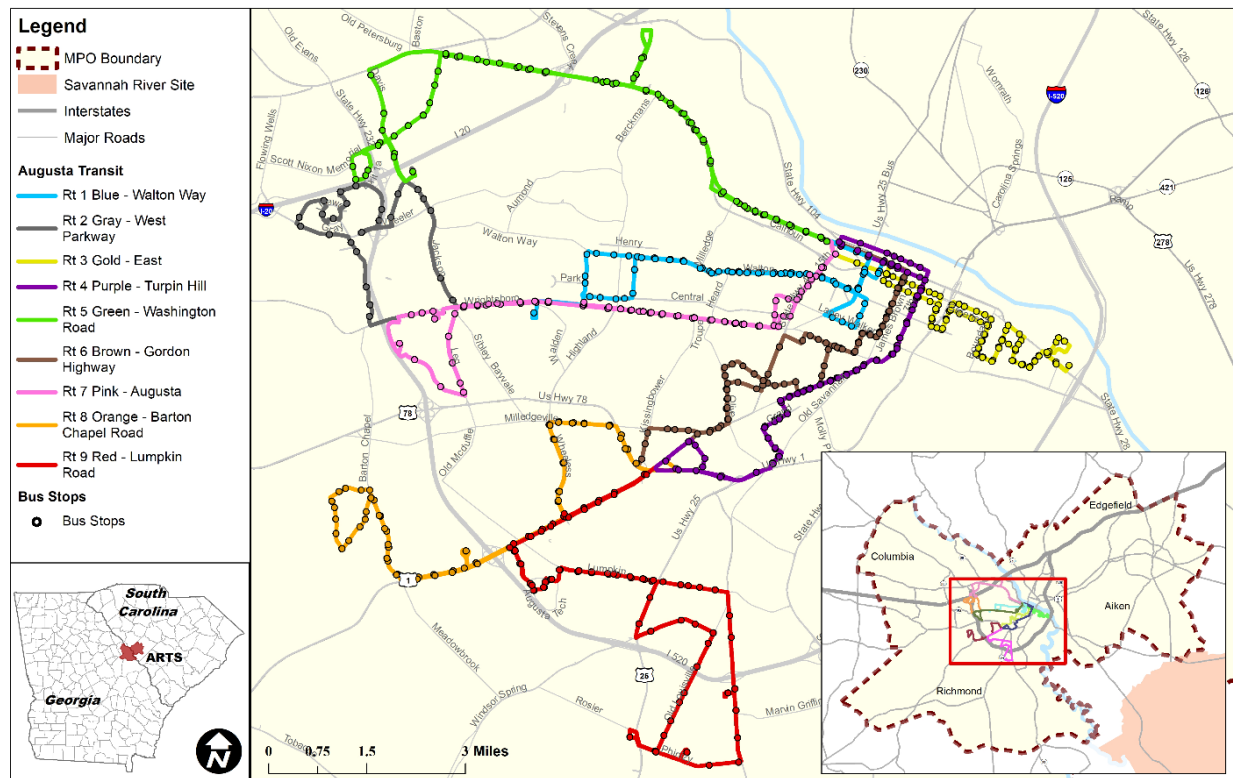
Augusta Transit is the public transportation provider in the consolidated Augusta-Richmond County area. Since 2011, Augusta Transit has contracted with several third-party contractors to provide bus service along nine fixed routes as well as Americans with Disabilities Act (ADA)-compliant comparable paratransit and demand response transit to the rural areas of Richmond County (Richmond Transit). MV Contract Transportation Inc., (aka MV Transit) from January 1, 2026, provides operations and maintenance of Augusta Transit's revenue and support vehicles. A map of the fixed-route Augusta Transit system is provided in **Figure 1** on the following page.

Transit Agency Name	Augusta Transit		
Transit Agency Address	2844 Regency Boulevard Augusta, Georgia 30904		
Accountable Executive (Name and Title)	Sharon Dottery, Transit Director		
Chief Safety Officer (Name and Title)	Kevin Smith, Safety and Training Manager		
Mode(s) of Service Provided (e.g., Fixed Route, Demand Response, ADA Paratransit, etc.)	Fixed-Route Bus, ADA Paratransit, Rural Demand Response	List All FTA Funding Types (e.g., 5307, 5310, 5311)	Sections 5307, 5339, 5311
Vehicles Operated in Maximum Service, by Mode	Fixed-Route Bus: 14 ADA Paratransit: 7 Rural Demand Response: 6		
Mode(s) of Service Contracted Out to Third Party Operators (TPOs)	All		
Name of Third Party Operator (if applicable) and contact person	MV Contract Transportation Inc.		
Does the agency provide transit services on behalf of another transit agency or entity?	No	Description of Arrangement(s)	N/A
No. of Fixed Bus Routes:	9		

Annual Vehicle Revenue Miles (VRM) (Yr 2025)	Fixed-Route Bus VRM	Demand Response/Paratransit VRM
	541,155	127,003
Annual Unlinked Passenger Trips (UPT) (Yr 2025)¹	Fixed Route Bus UPT	Demand Response/Paratransit UPT
	412,080	18,816

Figure 1, shown below, maps Augusta Transit's nine bus routes and their stops.

Figure 1 – Augusta Transit Fixed Routes and Stops



¹ Data derived from: <https://www.transit.dot.gov/ntd/data-product/safety-security-major-only-time-series-data>

3 Safety Management

3.1 Safety Management Policy Statement - 673.23(a)

Augusta Transit, and our third-party operator (currently, MV Contract Transportation), strives to provide the safest and most secure experience for the riding public and our employees. All levels of management and employees are accountable for the delivery of the highest level of safety performance, starting with the transit director. Every employee must practice workplace safety; use equipment, tools, and materials properly; and be trained in the agency's work rules and procedures for his or her respective areas of responsibility, including contingency plans for abnormal and emergency conditions.

Augusta Transit is committed to:

- Supporting an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as paid to other management systems of the organization;
- Integrating the management of safety as a primary responsibility of all managers and employees, including contractors;
- Establishing a safety committee, which promotes a culture of safety and ensures compliance with health and safety regulations. The committee reviews incident reports, identifies workplace hazards, and recommends corrective actions.
- Defining for all staff, managers, and employees alike their accountability and responsibility for the delivery of the organization's safety performance and the overall implementation of our Safety Plan;
- Establishing and implementing a proactive safety program to manage risks to a level that is acceptable and consistent with safety performance;
- Ensuring protections for any employee who discloses a safety concern through the employee safety reporting program;
- Complying with, and wherever possible, exceeding the expectations of legislative and regulatory requirements and standards;
- Ensuring all staff are provided with adequate and appropriate safety-related information, personal protective equipment, and training; are competent in safety management matters; and are allocated only to tasks commensurate with their skills;
- Communicating the purpose and benefits of the SMS to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization, and all employees will receive appropriate information and Safety Management System (SMS) training;
- Verify the Safety Management Policy (SMP) is signed by the Transit Director (Accountable Executive) to convey that SMS is important to the highest level of the organization;
- Establishing and measuring our safety performance against realistic and data-driven safety performance indicators and Safety Performance Targets (SPTs);
- Continually improving our safety performance through management processes that ensure appropriate safety management actions are taken and are effective;
- Verify externally supplied systems and services to support our operations are delivered to meet our safety performance standards; and
- Verify that the strategies and guidelines to address infectious disease planning and response are consistent with the Centers for Disease Control and Prevention, the Georgia

Department of Public Health, and local health authorities in order to minimize exposure to infectious diseases in accordance with 49 USC Section 5329 (d)(1)(D).

This Public Transportation Agency Safety Plan (PTASP) describes our safety efforts and programs, and through our thorough implementation of such efforts and programs we explicitly show our commitment to system safety based on SMS principles as per 49 CFR Part 673 and requirements dictated in 49 USC Section 5329.

3.2 Employee Safety Reporting – 673.23(b)

Employees are required to embrace Augusta Transit's safety goals and objectives and are encouraged to report safety concerns, issues, or hazards. Executive management together with the contractor have established a safety reporting process for employees to voice their safety concerns without fear of retribution or blame. All frontline personnel will be responsible for utilizing this program as necessary. Our employees (including all third-party operator employees) have a duty to report any unsafe condition to their supervisor, manager, or the Chief Safety Officer (CSO). Unsafe conditions may include issues with policies, procedures, physical conditions, assault on transit workers, events, or information about an issue, among others.

All violations of agency safety rules or procedures (including regulatory requirements of the agency) may result in disciplinary action. No action will be taken against any employee who communicates a safety condition through our reporting program unless such disclosure indicates an illegal act, gross misconduct, or negligence or a deliberate or willful disregard of our rules, policies, and procedures. Once actions to remediate a safety violation have been determined, they shall be communicated throughout the organization and carried out.

Augusta Transit emphasizes that unsafe conditions should be timely identified, corrected, anticipated, and reconciled before serious accident, injury, or damage occurs. To verify that we provide as safe and reliable transportation services as possible, we have established a process by which hazards are identified, analyzed for potential impact on the operating system, and resolved in a manner acceptable to management and applicable regulatory agencies.

3.2.1 Standard Operating Procedure for Reporting Disorderly Passengers

Augusta Transit together with its contractor MV Transit have developed a Standard Operating Procedure (SOP) for Operators, Dispatchers, and Supervisors to follow in the event of a disorderly or non-compliant passenger riding on any transit service provided or being present on any property owned or controlled by Augusta Transit/.

For the purposes of this policy, the following will define a disorderly passenger:

- A passenger who fails to adhere to safety policies such as but not limited to standing behind the standee line; drinking alcoholic beverages; engaging in distracting behavior towards the driver.
- A passenger who threatens others through direct threats or suggestions that could be reasonably interpreted as a threat to employees or others present.
- A passenger who boards the unit without being properly clothed in a manner as to cover the body sufficiently so as to avoid appearing to be in a state of undress.

- Passengers who are arguing with others so as to create a hostile environment whereby a reasonable person might feel an imminent threat of violence occurring on a bus and/or transit vehicle or at a location owned or managed by Augusta Transit.
- Any passenger who is banned at the time of the encounter from riding transit by Augusta Transit or its contractor

To effect this SOP bus operators or any transit staff person must follow these steps:

1. Bus operator/transit staff person calls dispatch to report the issue
2. Bus operator/transit staff person either pulls to a safe place or continues on their route depending on the circumstances
3. Dispatch either notifies road supervisor and/or the Safety and Training or Operations Manager of the need for a response and a synopsis of the situation
4. Road Supervisor or manager responds to the scene as necessary
5. Bus operator/transit staff person completes an Unusual Incident (UI) form with details of the incident including time and date, location, unit #, etc., and turns it in to their manager/supervisor.

By reporting incidents in a timely and consistent manner, it is anticipated that an improved response to these situations will be achieved and any necessary evidence retained to make the transit system safer and a better place to work and to ride.

3.2.2 Safety Management Policy Communication - 673.23(c)

Augusta Transit staff (including all third-party operator employees) are informed of their responsibilities related to safety and the requirements of our Safety Plan during onboarding. Communicating the purpose and benefits of this Safety Plan and SMS principles among executive and senior management, supervisors, and frontline staff is the most important job of all our employees. All employees understand their respective safety roles and obligations to identify and assess safety risks in the workplace and agency operations. Fostering and reinforcing these obligations through regular agency-wide communications and programs are critical functions of senior management and the CSO. Methods of communicating our safety practices include:

- Mandated monthly safety meetings;
- Operator meetings with supervisors and managers;
- Newsletters;
- Safety bulletins;
- Safety emails and text message alerts;
- Radio supervisor communication with operators;
- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- Committee meetings;
- Safety campaigns; and
- Flyers posted throughout Augusta Transit properties;

3.2.3 Safety Responsibilities

The purpose of this Safety Plan is to maintain a formal safety program and establish a coordinated safety effort responsive to the needs of the operating, maintenance, and support departments. We emphasize the goal of all personnel and contractors to working toward minimizing the occurrence of customer and employee accidents and incidents by providing safe revenue service to our customers and a safe work environment for our employees.

The following personnel lead the organization in the implementation of our Safety Plan:

Accountable Executive – Transit Director (Sharon Dottery, current incumbent)

- Ensures the SMS is effectively implemented throughout the system and action is taken, as necessary, to address substandard performance in the SMS. (§ 673.23(d)(1);
- Implements safety risk reduction program mitigations that are recommended by the Safety Committee;
- Receives and considers all other safety risk mitigations recommended by the Safety Committee;
- Establishes and sets an organizational example for safety objectives and goals;
- Directs human resources;
- Manages agency finances;
- Oversees operations and maintenance programs;
- Promotes and communicates safety policy and programs;
- Participates in regular meetings with key staff to understand the status of safety programs and data; and
- Ultimately holds responsibility for all agency safety outcomes.

Chief Safety officer – Safety and Training Manager (Kevin Smith, current incumbent)

- Designated by the Accountable Executive and has the authority and responsibility for day-to-day implementation and operation of the SMS. (§ 673.23(d)(2));
- Manages and implements the Safety Plan throughout the agency;
- Chairs safety committee meetings with key departmental managers, including Operations and Maintenance;
- Participates in formal meetings with the FTA and GDOT safety regulatory program;
- Reports safety performance measures/targets to the Augusta Regional Transportation Study (ARTS);
- Develops and implements safety policies, procedures, and programs;
- Supervises and oversees work of assigned safety staff, conducts performance reviews with staff, and initiates appropriate actions related to such;
- Directs the Safety Risk Management (SRM) process and provides notification of reportable accidents, incidents, and hazardous conditions;
- Investigates employee and vehicle accidents/incidents and injuries and works to develop programs to reduce accidents and injuries;
- Conducts inspections and research safety codes, standards, and regulations;
- Compiles and analyzes health and safety statistics;
- Produces safety reports, records, documents, and manifests;
- Accesses and updates database safety-related files;

- Coordinates staff safety meetings and attends meetings, conferences, and group functions related to safety;
- Develops and conducts training sessions relating to safety issues;
- Identifies health and safety concerns and analyzes reports and information;
- Develops programs for accident/injury prevention and submits recommendations to reduce frequency of accidents;
- Develops departmental and organizational key performance indicators (KPIs); and
- Conducts risk identification, evaluation, control, funding, and administration.

In addition, SMS implementation is supported by other positions held by key staff within Augusta Transit and its third-party operator, including:

- The Deputy Director;
- The operations manager;
- The special services manager;
- The maintenance manager; and
- The shop foreman.

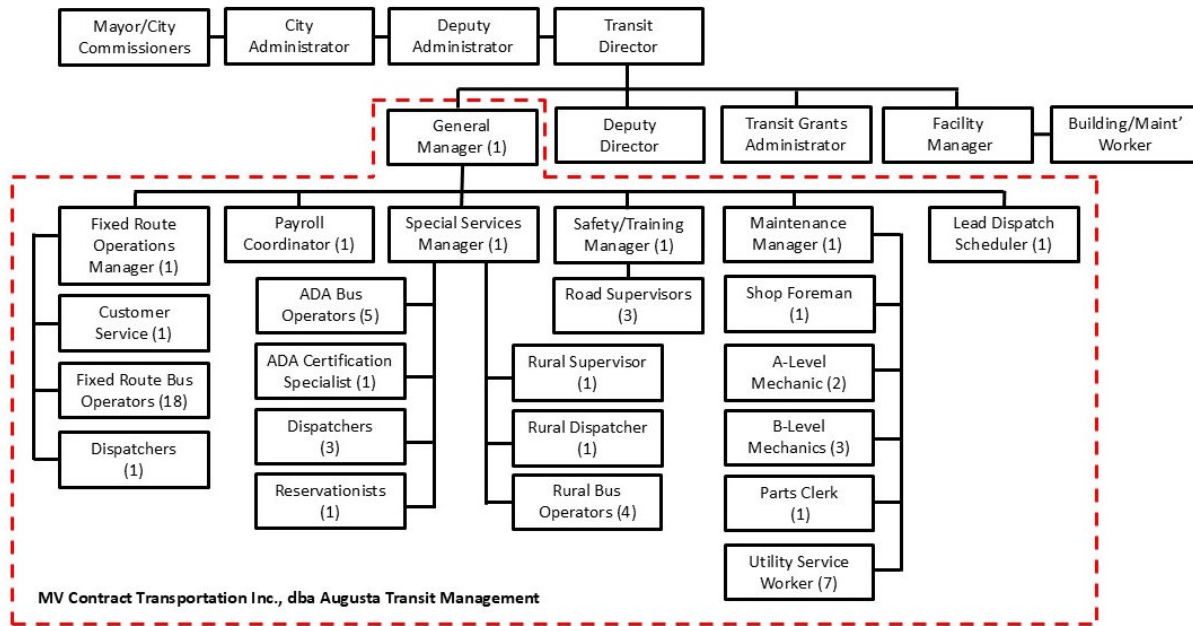
These personnel have the following authorities, accountabilities, and responsibilities:

- Participate as members of the Safety Committee Augusta Transit (SCAT);
- Complete training on Safety Plan elements;
- Oversee and adhere to day-to-day operations of the Safety Plan in their departments;
- Modify policies in their departments consistent with implementation of the Safety Plan, as necessary; and
- Provide subject matter expertise to support implementation of the Safety Plan as requested by the transit director or the CSO, including SRM activities, investigation of safety events, development of safety risk mitigations, and monitoring of mitigation effectiveness.

A chart outlining the organization responsible for implementing Augusta Transit's SMS is provided in **Figure 2**, depicting the structure of reporting between the public owner of the transit system (Augusta-Richmond County Government) and the third-party operator (currently MV Transit).

3.2.4 Safety Committee Standard Operating Procedures/Charter

The CSO will periodically convene meetings of SCAT to discuss safety program issues, safety data/performance indicators, and Safety and Transit Asset Management (TAM) Plans updates, among various other issues that pertain to overall agency safety matters. The safety committee is a group of executive and frontline staff that will at minimum include the transit director or nomi-

Figure 2 – Augusta Transit Organizational Chart

Augusta Transit Organization Chart
September 16, 2026

City of Augusta Staff = 5
Contractor Staff = 59
Total Staff = 64

nated representative and key representatives from Operations and Maintenance, with a 50 percent split of frontline Augusta Transit staff, and will be chaired by the CSO.

The objectives of regular meetings of the safety committee are to ensure that the transit director is well-versed in the implementation of the Safety Plan, KPIs, and other important data and that executive-level staff have a regular multidisciplinary forum to discuss pertinent safety issues and policy, including risk reduction activities.

Safety committee members are expected to participate (virtually or inperson) in safety related training at a minimum of one (1) session/course every six (6) months. These sessions may be offered inhouse (through contractor proprietary materials presented during safety meetings) or nationally accredited programs offered by the Transportation Safety Institute (TSI) or National Transit Institute (NTI). Safety committee members (as employees of the contractor) who participate in training sessions may be compensated at the contractor's expense or some other arrangement between themselves and the contractor.

In accordance with the Bipartisan Infrastructure Law (BIL) amendments to 49 USC Section 5329(d), Augusta Transit has established a safety committee, convened by a joint labor management process, also known as SCAT, which consists of equal representation of both frontline staff and management representatives. The primary responsibility of the safety committee is to, at a minimum:

- Approving the transit agency's ASP and any updates to the ASP before approval by the agency's Board of Directors or equivalent entity (49 U.S.C. 5329(d)(1)(A));

- Setting safety performance targets for the safety risk reduction program using a three-year rolling average of the data submitted by the transit agency to the NTD (49 U.S.C. 5329(d)(4)(A));
- Identifying and recommending risk based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment (49 U.S.C. 5329(d)(5)(A)(iii)(I));
- Identifying mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended (49 U.S.C. 5329(d)(5)(A)(iii)(II));
- Identifying safety deficiencies for purposes of continuous improvement (49 U.S.C. 5329(d)(5)(A)(iii)(III));
- Establish a safety risk reduction program for transit operations to improve safety by reducing the number and rates of accidents, injuries, and assaults on transit workers based on data submitted to the NTD, including:
 - Reduction of vehicular and pedestrian accidents involving buses that includes measures to reduce visibility impairments for bus operators that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments;
- The mitigation of assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, including barriers to restrict the unwanted entry of individuals and objects into bus operator workstations when a risk analysis performed by the Safety Committee determines that such barriers or other measures would reduce assaults on and injuries to transit workers;
- In the event the agency fails to meet a safety risk reduction program its safety performance target:
 - Allocate the transit agencies' safety set aside in the following fiscal year to projects that are reasonably likely to assist the agency in meeting the target, including modifications to rolling stock and de-escalation training.
 - Ensure the agencies comprehensive staff training program includes maintenance and personal de-escalation training.
 - Address in its ASP strategies to minimize exposure to infectious diseases, consistent with the guidelines of the CDC or state health authority.

See more information on MV Transit's Site Safety Council (SSC) meetings under Section 5.

3.3 Safety Committee of Augusta Transit

3.3.1 Name

Augusta Transit as a Department of the City of Augusta (COA) together with labor representation representing the front line employees created the Safety Committee of Augusta Transit (SCAT). The Safety Committee ("the Committee") is established as required by U.S. law (49 USC 5329, 49 CFR 673).

3.3.2 Membership

SCAT is composed of equal representation of frontline employees and management representatives. At no point may appointees from either Augusta Transit or appointed by a labor organization comprise more than 50% of SCAT membership.

SCAT shall be made up of six (6) voting members with a 50/50 balance between labor and management. The labor representative and Augusta Transit shall each appoint half of SCAT committee members.

SCAT shall coordinate meeting times and locations far enough in advance to allow all voting members attend and to adequately prepare for meeting deliberations.

SCAT shall also agree to an agenda prior to the start of each meeting; this agenda shall include topics to be discussed, as well as any proposals to be voted on during the meeting. This agenda shall be distributed to SCAT voting members in advance of the meeting.

Both the Labor representative and Augusta Transit shall retain the right to replace their appointees on the Committee at any time.

3.3.3 Voting Members

SCAT shall be made up of an equal number (frontline employees and management representatives) of voting members.

3.3.4 Quorum

A quorum shall be the minimum number of SCAT members required to be present for the body to conduct official business, vote and make valid decisions shall be a simple majority – with six (6) voting members the majority would be four (4) members.

3.3.5 Purpose

SCAT will facilitate a joint Labor-Management process to ensure and raise the level of safety in Augusta Transit's system.

SCAT serves as the basic forum to review safety issues and hazards, safety inspection reports, risk reduction activities, accident investigations, and corrective actions.

SCAT members work together in a cooperative effort to promote safety and security in the workplace and areas of operation such as transfer facilities, routes and bus stops.

SCAT members communicate safety concerns from their work areas and areas of operation to SCAT, and report back to management.

SCAT is empowered to look toward opportunities to reduce incidents or occurrences by looking for ways to improve the work environment and safety culture by acknowledging safe actions and work and other areas that contribute to safety in the workplace. It can achieve this by:

- Identifying and recommending safety risk mitigations necessary to reduce the likelihood

and severity of potential consequences identified through Augusta Transit's safety risk assessment, including safety risk mitigations associated with any instance where a safety performance target was not achieved.

- Identifying safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended, including safety risk mitigations associated with any instance where the safety performance target was not achieved; and,
- Identifying safety deficiencies for purposes of continuous improvement, including any instance where annual safety performance targets were not met.

SCAT shall review, amend, and approve the Public Transportation Agency Safety Plan (PTASP) no less than annually prior to the PTASP being ratified by the Augusta, Georgia Commission.

SCAT shall set internal goals for the safety risk reduction program. SCAT shall review and analyze all Augusta Transit safety data to determine appropriate goals and make safety recommendations.

3.3.6 Meetings

SCAT will meet at least four (4) times a year, with authority to convene additional meetings, as circumstances require. SCAT members are expected to attend each meeting.

SCAT may invite others to attend meetings and provide pertinent information, as necessary.

Meeting times and meeting locations shall be determined far enough in advance to allow SCAT members to attend and to adequately prepare for meeting deliberations.

SCAT shall take up and consider any other items as directed by SCAT members.

SCAT shall require a quorum before conducting any business. A quorum shall require at least three-quarters of the voting members of the Committee be present.

Records of meetings shall be maintained by Augusta Transit for no less than three (3) years and shall be made available to SCAT members upon request.

SCAT members shall have access to safety data collected by Augusta Transit and/or MV Transit. Augusta Transit shall prepare in-depth data reports for SCAT meetings upon request. Augusta Transit shall prepare and share summary data of safety and security incidents in advance of each SCAT meeting.

Both the Labor Representative and Augusta Transit shall have the opportunity to invite subject matter experts to speak on any topic covered during a Committee meeting.

3.3.7 Voting Process and Tie Break Procedures

Following discussion of any proposal included on the agenda. SCAT shall then consider amendments to the proposal. Following discussion and votes on any amendments, SCAT shall vote on the final proposal. Passage of a proposal or an amendment shall require a majority of all voting members in attendance.

4 Safety Risk Management (673.25)

4.1 Safety Risk Management Program

By adopting this PTASP, Augusta Transit is establishing the SRM process presented below for identifying hazards and analyzing, assessing, and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement the Augusta Transit SMS.

Augusta Transit promotes the proactive identification and evaluation of hazards before they escalate into accidents or incidents. This Safety Plan and its programs must be effective in identifying and minimizing hazards in the operational environment. All operations must be viewed from a systems perspective in that the safety-critical functions of one group may impact those of one or more others. This focus on system safety is meant to foster the understanding of the interdependence of actions on overall safety. As such, our hazard management program involves a multi-disciplinary review process that is ultimately managed by the safety committee, led by the CSO. There are three basic objectives:

- Safety risk identification;
- Safety risk assessment; and
- Safety risk resolution.

4.2 Safety Risk Identification

Safety Risk identification and resolution is a core element of this Plan emphasizing timely correction, anticipation, and reconciliation of unsafe conditions before a serious accident, injury, or damage occurs. Our risk management program includes the following practices:

- FTA recommendations;
- State Oversight Authority;
- Data and information regarding exposure to infectious diseases provided by the Centers for Disease Control and Prevention (CDC) or a State health authority;
- Safety concerns identified through its Safety Assurance activities;
- Employee safety reporting;
- Driver, dispatcher, supervisory, and maintenance performance information;
- Rules compliance checks;
- ADA compliance reviews;
- Asset conditions assessments;
- Camera and event recorder reviews;
- Environmental information;
- Safety observations;
- Pre- and post-trip inspections;
- Vehicle, facility, and equipment inspections;
- Internal safety investigations;
- Fitness for duty checks;
- Accident reports as seen through the Accident Procedure;
- Compliance programs;

- Safety committee reviews; and
- Public feedback/complaints.

Augusta Transit emphasizes the timely identification, anticipation, and correction of unsafe conditions before serious accident, injury, or damage occurs. To ensure we provide as safe and reliable transportation services as possible, we have established a process by which hazards are identified, analyzed for potential impact on the operating system, and resolved in a manner acceptable to management and applicable regulatory agencies. All management, staff, contractors, and suppliers are required to implement high standards of safety and system assurance throughout the design, construction, testing, and operational phases of our projects. Hazards which cannot be eliminated with design mitigations, including the implementation of safety warning devices, are usually addressed by training and/or written procedures to prevent mishaps. Most hazards are identified in the field, reported, entered in reports, and addressed by the responsible departments through routine corrective measures that do not require special attention.

Safety risks can be identified through a host of sources ranging from daily experience (accidents, incidents, or safety concerns), gathered data, and information submitted by patrons, to detailed analyses and assessments of existing conditions, among others. Once hazard causes, consequences, and likelihood of occurrence have been assessed, priorities for resolution are established. The risks associated with hazards are accepted, minimized, controlled, or identified for future remedy. However, safety efforts must continue to ensure that the implementation of hazard remedies do not create new safety concerns (e.g., Safety Rule Testing).

4.3 Safety Risk Assessment

Safety risk assessments shall include specific inputs, reviews, and comments from any department and personnel, as necessary. To categorize the severity of a hazard, the likely effects on passengers, employees, general public, and assets must be established. Hazard severity ratings are based on categories from Military Standard 882E (MILSTD-882E) and require system key agency stakeholders to make subjective determinations of the worst case that could be anticipated to result from design inadequacies, human error, component failure, or malfunction. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies, and procedural deficiencies for a system, subsystem, or component failure or malfunction. **Table 1** below summarizes the hazard severity categories. It reflects the principle that not all hazards pose an equal amount of risk to personnel safety.

As part of this process, infectious disease exposure control measures are incorporated into our Safety Risk Assessment to address the specific risks associated with potential infectious disease transmission in transit environments. The assessment will evaluate factors such as:

- Risk of Exposure: Identification of high-contact areas and activities where employees and passengers may face increased exposure to infectious diseases.
- Protective Measures: Availability and use of Personal Protective Equipment (PPE) for staff and appropriate hygiene resources for passengers.
- Hygiene and Sanitization Protocols: Regular cleaning and sanitizing of high-contact surfaces, in accordance with public health guidelines, to reduce the risk of disease transmission.

- **Training and Communication:** Staff training on infectious disease prevention and ongoing communication of public health guidelines and agency policies.

To assess the severity of infectious disease hazards, we will analyze potential outcomes such as transmission rates, workforce health impacts, and operational disruptions. Each of these factors contributes to the overall severity and probability categorizations used to evaluate the risk level. This proactive approach helps identify, mitigate, and monitor infectious disease risks within our operations, ensuring compliance with best practices for health and safety. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap from resulting from personnel error, environmental conditions, design inadequacies, and procedural deficiencies for a system, subsystem or component failure or malfunction. Table 1 below summarizes the hazard severity categories. It reflects the principle that not all hazards pose an equal amount of risk to personnel safety.

Table 1 – Safety Risk Severity

Characteristics				
Severity Level	People	Equipment/Services	Financial	Reputational
Catastrophic 1	Several deaths and/or numerous severe injuries (per event)	Total loss of equipment or system interruption, requiring months to repair	Estimated loss in excess of \$5 million	Ongoing media coverage, irreparable reputational damage, government intervention (weeks to months)
Critical 2	Low number of deaths and/or severe injuries (per event)	Significant loss of equipment or system interruption requiring weeks to repair	Estimated loss in the range of \$500,000 to \$5 million	Prolonged media campaign, serious reputational damage, sustained government involvement (days to weeks)
Major 3	Minor injury and possible serious injury (per event)	Some loss of equipment or system interruption requiring 7 days or less to repair	Estimated loss in the range of \$50,000 to \$500,000	Adverse media coverage, reputational damage, government involvement
Marginal 4	Possible minor injury (per event)	Some loss of equipment, no system interruption, less than 24 hours to repair	Estimated loss in the range of \$1000 to \$49,999	Local media coverage and some reputational damage
Insignificant 5	No injury	Minor damage to equipment, no system interruption, no immediate repair necessary	Estimated loss is likely less than \$1000	No adverse media or reputational damage

The likelihood that a hazard will occur during the planned life expectancy of a system element, subsystem, component, or daily operational function can be described subjectively in potential occurrences per unit time, event, population, items, or activity. A qualitative hazard likelihood may be derived from research, analysis, and evaluation of historical safety data or a similar system. The CSO, departmental managers, or the safety committee can assign a probability rating to a particular event or a specific hazard. Supporting rationale for assigning a hazard likelihood is documented in hazard analysis reports, memos, or minutes from meetings. The assessment of

the likelihood of hazard occurrence will consider specific system operations based on the current system configuration. Hazard frequency levels to be considered are shown in **Table 2**.

Table 2 – Safety Risk Likelihood

Likelihood	Specific Item	Fleet / Inventory	Frequency
A Frequent	Likely to occur frequently in the life of an item	Continuously experienced	26 or more events in a year
B Probable	Will occur often in the life of an item	Will occur frequently in the system	13 to 25 events in a year
C Occasional	Likely to occur sometime in the life of an item	Will occur several times	6 to 12 events in one year, or less than 24 events in 5 years
D Remote	Unlikely but possible to occur in the life of an item	Unlikely, but can be expected to occur	1 to 5 events in one year or less than 10 events in 10 years
E Improbable	Unlikely to occur but possible	Unlikely to occur, but possible	1 event in 25 years
F Eliminated	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.		

The Safety Risk Index (**Table 3**) combines hazard categories, severity, and probability to constitute a chart to assist in the evaluation of specific hazards and their associated levels of risk.

Table 3 – Safety Risk Index

Hazard Categories					
Frequency	1 Catastrophic	2 Critical	3 Major	4 Marginal	5 Insignificant
A Frequent	1A	2A	3A	4A	5A
B Probable	1B	2B	3B	4B	5B
C Occasional	1C	2C	3C	4C	5C
D Remote	1D	2D	3D	4D	5D
E Improbable	1E	2E	3E	4E	5E
F Eliminated	1F	2F	3F	4F	5F

Hazard Risk Index	Risk Decision Criteria
Unacceptable	Hazard must be mitigated
Undesirable	Requires acceptance from management
Acceptable with Review	Hazard may be accepted with management review
Acceptable	Risk level is acceptable
Eliminated	No hazard remains

4.4 Safety Risk Mitigation

Augusta transit will determine a course of action to address a given risk. As per the process above, a risk may be eliminated by eliminating the source of the hazard. For example, if a special service route has experienced incidents, such hazards will be eliminated when such special service is also eliminated. In other instances, for example, the mobility coordinator and safety committee may utilize accident/incident data over time to discuss the hazards of vehicle rear-ending and evaluate the type, severity, and probability of these accidents and mitigation measures to prevent these mishaps in the future. Such mitigations may include new standard operating procedures, policies, additional training requirements, public awareness campaigns, or even vehicle design changes. The mitigation of assaults on transit workers includes the deployment of assault mitigation infrastructure and technology on buses, such as barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators, when a risk analysis performed by the safety committee determines that such barriers or other measures would reduce assaults on transit workers and injuries to transit workers. At this time no infrastructure has been needed to be determined by the safety committee besides cameras on every bus that have capabilities to view live footage remotely.

Additionally, as a source for safety risk mitigation, Augusta considers guidance provided by an oversight authority, if applicable, and FTA, and considers these guidelines to prevent or control exposure to infectious diseases provided by the CDC or a State health authority. It also strategizes to minimize the exposure of the public, personnel, and property to hazards and unsafe conditions, consistent with guidelines of the Centers for Disease

Furthermore, per 49 U.S.C. 5329(d)(1)(I)(i) and (ii), Augusta will continue to implement a risk reduction program to reduce the number and rates of accidents, injuries, and assaults on transit workers. To conduct this review, the safety committee will conduct risk analyses to determine if such physical mitigations are necessary to reduce assaults and injuries to transit workers. Additionally, we will utilize its risk reduction program to reduce vehicular and pedestrian accidents involving buses. Mitigations that may be made to reduce events may include measures to reduce visibility impairments that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments for bus operators. All future procurements of vehicles consider such retrofits to reduce visibility impairments.

4.5 Safety Risk Tracking

Some more complex safety risks may require the use of a tracking log, which may consist of the following information:

- Assigned hazard number;
- Date hazard identified;
- Hazard title;
- Hazard description;
- Sources from which a hazard was identified;
- The element of operation affected by the hazard;
- Initial hazard classification;
- Current hazard classification; and
- Corrective Action Plan.

The safety risk tracking log, when used, is updated regularly until the hazard has been closed out. All captured data is analyzed for the identification of developing trends to ensure future safety risks/hazards can be mitigated and/or eliminated. A sample log template is presented below:

Table 4 – Sample Log

Hazard ID	Hazard Type	Source	Identification Date	Description	Hazard Rating (Likelihood and Consequence)	Mitigation	Status of Feedback with Reporter (if applicable)	Updated Hazard Rating (after mitigation)

5 Safety Assurance – 673.27 (a)

The purpose of Safety Assurance is to evaluate the overall effectiveness of safety risk controls established under the SRM program. The transit director and CSO are responsible for monitoring and evaluating day-to-day operations to ensure that 1) emerging risks are identified, 2) Augusta Transit is in compliance with regulatory requirements applicable to the Safety Plan, and 3) that our safety programs are meeting our safety goals and objectives. Safety Assurance programs provide important feedback and data into the risk management process and vice versa to promote safer operations. Through our SRM and Safety Assurance activities, we will evaluate the adequacy of procedures, processes, personnel performance, our data collected, and compliance with procedures and programs. Augusta Transit safety data and incident records are maintained in an Excel spreadsheet, with original hard copies stored in the supervisor's office alongside any related work orders.

5.1 Safety Performance Monitoring and Measuring – 673.27(b)

As required under 49 CFR Part 673.27 Augusta has established activities to:

- Monitor its system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;
- Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;
- For the safety committee to monitor risk mitigation activities;
- Conduct investigations of safety events to identify causal factors; and
- Monitor information reported through any internal safety reporting programs.

5.2 Monitoring Operations and Maintenance Compliance – 673.27(b)(2)

The transit director has the ultimate responsibility of verifying safe and secure operations for the riding public and employees. Each employee is required to carry out specific system safety responsibilities in compliance with their job specifications, agency rules and regulations, and this Safety Plan. Each department generates its own performance data used for the detection of trends or problems in operations and maintenance prior to the development of a major safety concern. The various Safety Assurance activities overseen by the transit director and CSO include:

- Fleet operations;
- Road supervision;
- Fleet maintenance;
- Drug and Alcohol Program;
- Transit Asset Management (TAM);
- Resource planning;
- Internal operations reviews;
- Accident/incident investigations and other means to determine causal factors;
- Contractor safety efforts;
- Data collection and analysis; and
- Security activities.

- Post-accident retraining

For maintenance activities, August Transit uses the MV Transit Maintenance Management Policy Manual, which includes preventive maintenance inspection forms for both motorbuses and paratransit vehicles. The results of these inspections are used in the Safety Assurance program to monitor and assess trends in maintenance needs.

It is the task of the CSO to monitor and measure the safety performance of operations through data provided from the various departments and periodically report to the transit director and safety committee. Using collected data and assessing trends, we develop minimum performance standards to meet agency safety targets and goals. From there, we may create Key Performance Indicators (KPIs) that help us understand whether or not we are achieving our safety targets and goals. Selected data is accumulated and analyzed for ongoing trending and performance measurement, including fatalities, injuries to passengers and/or personnel, system reliability, and other safety-related events. This data comes from various sources, including but not limited to:

- Event reports;
- Observations of operations reports;
- Internal and external inspection, survey, and audit reports;
- Safety suggestions from employees and customers;
- Historical knowledge;
- Seasonal events and effects;
- Environmental considerations;
- New equipment or facility deployments;
- Fleet issues;
- Process reviews and audits;
- Training efforts; and
- Peer reviews.

For example, Augusta Transit in partnership with its contractor conducts safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event. Example procedures are contained in the “Accident & Injury Preventability Determination Guide” (Appendix D). Augusta Transit reports accidents in compliance with its Administrative Procedure (AP). The contractor documents accidents and submits these to Augusta Transit using its Accident/Incident Reporting Procedures (Appendix E) “This AP lays out the responsibilities and duties that must be performed after an accident occurs by each job function. When an accident or an injury on a vehicle occurs, bus operators follow the Accident Procedures checklist. This form serves as the guide for operators who are involved in an accident and details how to properly handle and document the incident and properly communicate with passengers, law enforcement, supervisory staff, and management.

The Safety Department issues a comprehensive Final Incident Report generated by Safe Tracker (MV Transit proprietary software) to the MV Transit General Manager within 30 days of the accident, unless the investigation is continuing, in which case a status update report will be issued. This process allows Augusta Transit to track the findings and results of accident investigations to improve the agency’s safety protocols within SMS by monitoring safety trends.

The CSO and the safety committee review the performance of individual safety risk mitigations during safety committee meetings based on the reporting schedule determined for each mitigation

and determine if a specific safety risk mitigation is ineffective, inappropriate, or not implemented as intended. If that is the case, the safety committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The CSO will approve or modify this proposed course of action and oversee its execution.

Monitoring and measurement of our Safety Assurance program establishes a baseline which we can use to compare criteria and conditions at other specific points in time. Once a baseline is established through monitoring and measurement, data can be used as criteria in evaluating operations to reduce risk and overall safety objective/goal achievement. Ongoing monitoring is built into our operations, performed continually, and responsive to change. Ongoing monitoring includes regular management and supervisory activities, comparisons, reconciliations, and other routine actions.

5.3 Safety Performance Measures and Targets – 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires that all public transportation providers must develop a PTASP to include SPTs based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the NTD.

There are 14 total Safety Performance Measures targets defined by the FTA required for the PTASP. This includes 8 targets (in bold) required for the Safety Risk Reduction Program (SRPP). All measures in Table 5 and Table 6 will be evaluated over a calendar year period and target is set for a 5% yearly reduction for all measures.

Whereas safety performance target (SPT's) (see Table 7) will be set and evaluated against a 3-year average of data reported to the National Transit Database (NTD). The SRPP targets are determined by the joint management-labor committee and must reflect an annual reduction in the associated safety performance measure. To reflect an annual reduction, the safety performance target must be set below the 3-year rolling average, with a 5% reduction rate.

Table 5 – Safety Performance Measures- Motor Bus (MB)

Motorbus (MB)/Directly Operated (DO)				
Measure		Definition	Actual 2025	Target 2027
Measure 1a	Major Events	Total number of Major Events	0.00	0.00
Measure 1b	Major Event Rate	Major Event rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 1.1	Collision Rate	Collision rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 1.1.1	Pedestrian Collision Rate	Pedestrian Collision rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 1.1.2	Vehicular Collision Rate	Vehicular Collision rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 2a	Fatalities	Total number of Fatalities	0.00	0.00

Measure 2b	Fatality Rate	Fatality rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 2.1	Transit Worker Fatality Rate	Transit Worker Fatality rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 3a	Injuries	Total number of Injuries	0.00	0.00
Measure 3b	Injury Rate	Injury rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 3.1	Transit Worker Injury Rate	Transit Worker Injury rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 4a	Assaults on Transit Workers	Total number of Assaults on Transit Workers	0.00	0.00
Measure 4b	Rate of Assaults on Transit Workers	Assault on Transit Workers per 100,000 vehicle revenue miles	0.00	0.00
System Reliability	Means distance between vehicle failure	Average miles between major mechanical failures	2,209	2098.36

Table 6 – Safety Performance Measures- Demand Response (DR)

Demand Response (DR)/Directly Operated (DO)				
Measure		Definition	Actual 2025	Target 2027
Measure 1a	Major Events	Total number of Major Events	0.00	0.00
Measure 1b	Major Event Rate	Major Event rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 1.1	Collision Rate	Collision rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 1.1.1	Pedestrian Collision Rate	Pedestrian Collision rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 1.1.2	Vehicular Collision Rate	Vehicular Collision rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 2a	Fatalities	Total number of Fatalities	0.00	0.00
Measure 2b	Fatality Rate	Fatality rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 2.1	Transit Worker Fatality Rate	Transit Worker Fatality rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 3a	Injuries	Total number of Injuries	0.00	0.00
Measure 3b	Injury Rate	Injury rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 3.1	Transit Worker Injury Rate	Transit Worker Injury rate per 100,000 vehicle revenue miles	0.00	0.00
Measure 4a	Assaults on	Total number of Assaults	0.00	0.00

	Transit Workers	on Transit Workers		
Measure 4b	Rate of Assaults on Transit Workers	Assault on Transit Workers per 100,000 vehicle revenue miles	0.00	0.00
System Reliability	Means distance between vehicle failure	Average miles between major mechanical failures	8,467	8043.52

The five KPI's used for safety performance target include: Collisions, Injuries, Major Events, Assaults on Transit Workers, and System Reliability. Each measure also has their rates calculated against the VRM for the year.

- **Collision** – Any impact between a transit vehicle and any other vehicle, object, or any person.
- **Assault on Transit Workers**– An event where an individual knowingly, without lawful authority, and with intent to endanger safety or reckless disregard for life, interferes with, disables, or incapacitates a transit worker while they are performing their duties
- **Injuries** – Total number of reportable injuries and rate per total VRM by mode;
- **Major Events** – Total number of reportable events and rate per total VRM by mode; and
- **System Reliability** – Mean distance between major mechanical failures by mode.

These safety performance targets (SPTs) are based on data submitted to NTD. The SPTs were identified based on a 3-year rolling average of data from 2023 to 2025. The annual performance targets for these measures for Fiscal Year (FY) 2027 are as below. Additionally, these SPTs are reviewed and assessed by the safety committee to ensure consistency with risk reduction programs. These SPTs will be shared with the Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization (MPO) and the Georgia Department of Transportation (GDOT) to aid in the planning process. Augusta Transit will coordinate with GDOT and ARTA in the selection of state and regional performance targets as requested.

Table 7 – FY 2027 Safety Performance Targets²³⁴

MB/DO (per 100,000 VRM)									
Mode - MB	Fatalities	Rate* of Fatalities	Injuries	Rate of Injuries	Assaults on Transit Workers	Rate of Assaults	Major Events	Rate of Major Events	System Reliability**
2023 Actual	0	0.00	0	0.00	0	0.00	0	0.00	1,546
2024 Actual	0	0.00	0	0.00	0	0.00	0	0.00	2,624

² The 5% reduction target may not represent a whole number due to calculation average of a 3-year rolling average. Assessments regarding meeting the target would be analyzed against the whole number reported by the agency for the respective year.

³ Major Events is derived from NTD data, reported as "Events Total" (sum of total number of Collisions, Fires, Security Events, Assault on Transit Workers, and another NOC Total, latest revision available at the time of preparation).

⁴ Data retrieved from NTD ([Safety & Security Time Series \(Threshold Adjusted\)](#)) on 7/21/26.

MB/DO (per 100,000 VRM)									
Mode - MB	Fatalities	Rate* of Fatalities	Injuries	Rate of Injuries	Assaults on Transit Workers	Rate of Assaults	Major Events	Rate of Major Events	System Reliability**
2025 Actual	0	0.00	0	0.00	0	0.00	0	0.00	2,209
Average	0	0.00	0	0.00	0.00	0.00	0	0.00	2,126.26
2027 SPT (MB)	0	0.00	0	0.00	0.00	0.00	0	0.00	2,019.94

DR/DO (per 100,000 VRM)									
Mode - DR	Fatalities	Rate* of Fatalities	Injuries	Rate of Injuries	Assaults on Transit Workers	Rate of Assaults	Major Events	Rate of Major Events	System Reliability*
2023 Actual	0	0.00	0	0.00	0	0.00	0	0.00	5,094
2024 Actual	0	0.00	0	0.00	0	0.00	0	0.00	9,559
2025 Actual	0	0.00	0	0.00	0	0.00	0	0.00	8,467
Average	0	0.00	0	0.00	0	0.00	0	0.00	7,706.67
2027 SPT (DR)	0	0.00	0	0.00	0	0.00	0	0.00	7,321.33

*Rate = Events per 100,000 VRM

**System Reliability = Miles between major mechanical failures

5.4 Safety Risk Reduction Program 673.25(d):

In accordance with 49 USC 5329(d)(1)(I)(i), the SPTs are set to work toward a reduction of vehicular and pedestrian accidents involving buses. To reduce such events, Augusta Transit will utilize the safety risk management process. Mitigations that may be taken to reduce events may include measures to reduce visibility impairments for bus operators that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments.

Additionally, per 49 USC 5329(d)(1)(I)(ii), Augusta Transit will also continue to take further measures to mitigate assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, such as barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators. To conduct this review, the safety committee will conduct risk analyses to determine if such physical mitigations are necessary to reduce assaults and injuries to transit workers.

To ensure continuous improvement in alignment with 49 CFR § 673.27(d), the AE directs an annual safety performance assessment to identify systemic deficiencies in the SMS and analyze performance against established targets. As part of this process, the Safety Committee monitors performance against annual safety performance targets set for the safety risk reduction program. The safety committee conducts formal risk analyses to determine if physical mitigations are necessary to reduce assaults and injuries to transit workers. If the agency does not meet an established annual safety performance target, it will immediately assess and mitigate the associated risk using its formal SRM processes, incorporating these mitigations directly into this ASP. Furthermore, in the following fiscal year, Augusta transit will allocate its safety set-aside funding to safety-related projects reasonably likely to help meet the missed targets. Finally, under the direction of the AE, the agency will develop and carry out corrective action plans to address any identified safety deficiencies and integrate the specific mitigations developed for any missed safety risk reduction targets.

If the AE decides not to implement the safety risk mitigation, recommended by the safety committee, they will prepare a written statement explaining their decision and submit and present it to the transit agency's safety committee and Board of Directors or equivalent entity.

5.5 Management of Change

The ASP establishes a structured Management of Change process to proactively identify and assess any operational, system, or organizational changes that may introduce new safety hazards or impact the transit agency's overall safety performance (§ 673.27(c)(1)). Under this framework, any proposed changes capable of affecting safety performance are formally evaluated through the agency's established Safety Risk Management (SRM) process. This ensures that potential hazards are identified, risks are mitigated, and safety integrity is maintained before any significant modifications are implemented.

6 Safety Promotion

Safety promotion fosters a positive safety culture and improves safety performance by increasing safety awareness through training and communication. Appropriate training for all employees regardless of their position within the agency provides knowledge for a successful safety program. Through communication of lessons learned and safety performance data, employees are made aware of safety priorities and concerns as they relate to their individual job tasks and the entire organization.

6.1 Safety Training

In accordance with 49 USC Section 5329 (d)(H)(i)(II) Augusta Transit will ensure all operations and maintenance personnel receive the necessary safety training, including refresher and de-escalation training. However, for contractor employees, the responsibility for providing safety training lies solely with the contractor. Moreover, August Transit maintains a comprehensive training program with elements directly identified regarding safety. All new and existing employees, whether in-house or under contract, undergo Safety Plan familiarization training. Employees at all levels of the agency need to understand 1) what the Safety Plan is, 2) how it supports the agency's mission, and 3) what their specific individual Safety Plan responsibilities are. Augusta Transit (including MV Transit) has developed job specifications for all job classifications which require certain skills training for personnel to perform job functions safely. For certain positions this will include initial as well as refresher training. Augusta Transit maintains records of all employees upon hire and manages their progress through training, annual recertification, and retraining, if required.

Our safety training programs (or those of the contractor) include, but are not limited to, the following:

- De-escalation training;
- MV Transit New Employee Handbook;
- MV Transit Operator Excellence Training (OET)
- MV Transit Presentation: The ABC's of MV Transit USA Safety Training;
- MV Transit Maintenance Employee Training Program;
- Defensive Driving Certification Program;
- Safety concern identification and reporting training;
- Monthly operations division safety meetings; and
- Monthly maintenance division safety meetings.

Initial safety training conducted by MV Transit includes detailed information on Occupational Safety and Health Administration requirements, internal business safety requirements, and FTA safety regulations.

The MV Transit New Employee Handbook is distributed to all new employees at Augusta Transit as a supplement to classroom training. It outlines and details the following policies, documents, and procedures:

- Employee Memos (Safety & Training)
- Safety Violations Policy
- Substance Abuse Policy

- Bloodborne Pathogens Policy
- Electronic Communications Device Policy
- Accident Procedures
- Radio 10-codes
- Headlight Memo
- Parking Lot Memo
- Lot Speed Memo
- Emergency Brake Memo
- Tips for Alighting Passengers That Appear Under the Influence or are slow to move
- Railroad Crossings Memo
- Workplace Safety Rules
- General Safety Rules

6.2 Safety Communication

All employees, from the transit director and the MV Transit general manager to frontline personnel, shall communicate the virtues and requirements of this Safety Plan and program elements. Safety communication activities ensure that all employees and contractors are aware of the following goals and responsibilities:

- The observance of all agency standard operating procedures, policies, and plans;
- The need to systematically identify safety hazards, mitigate risk, and reduce fatalities and injuries resulting from transit operations;
- The need to reduce the injury incidence rate by minimizing exposure to unsafe conditions and reducing hazardous employee behavior;
- Providing safe and efficient transit services by ensuring that all vehicles, equipment, and facilities are regularly inspected, maintained, and serviced as needed; and
- Achieving 100 percent of scheduled routine inspections, preventative and regular maintenance work is completed on time, and essential repairs addressed in a designated time.

Further, Augusta Transit encourages employees and contractors to be mindful of their safety responsibilities, and we review various safety issues, recommendations, policies, etc. by various means which include but are not limited to:

- Employee Safety Reporting Program;
- Safety meetings;
- Bus operator meetings with supervisors and managers;
- Safety updates posted to bulletin boards checked daily by operators;
- Newsletters;
- City of Augusta safety bulletins;
- MV Transit safety bulletins;
- Monthly Safety Tip emails from the City Office of Risk Management;
- City of Augusta Annual Safety Training;
- City of Augusta Safety Recognition program;
- Monthly facility safety inspections;

- Text message alerts;
- Radio supervisor communication with operators;
- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- SCAT meetings;
- Safety announcements regularly disseminated to operators;
- Public address system safety reminders regularly broadcast at the Broad Street Transfer Facility; and
- Safety campaigns.

One of the key activities to maintain a positive and open safety communication loop is to hold the SCAT meeting. These meetings are an opportunity to discuss new and open safety issues, service system failures, workplace safety statistics, training, trespassing, and SPTs. These meetings also ensure that frontline staff can see a positive feedback loop of reported safety risks.

In addition to SCAT, MV Transit properties also convene monthly Site Safety Council (SSC) meetings. The purpose of these meetings is to promote safety and safety culture, review safety data, discuss safety campaigns, and review outstanding hazards. See AP-001 – SSC Requirements (Appendix E) for further details on these meetings.

A positive safety culture focuses on finding and correcting systemic issues rather than finding someone or something to blame. A positive safety culture flourishes in an environment of trust, encouraging error-reporting and discouraging covering up mistakes. The need to address behavior that is malicious or recklessly negligent must be balanced with the need for a just culture that is not excessively punitive. A positive safety culture goes beyond simply adhering to procedures. It is demonstrated when employees carry out their duties correctly, with alertness, full knowledge, sound judgment, and a sense of accountability.

7 Operational Perspectives

7.1 Assaults On Transit Officers and Staff

Assaults on Augusta Transit officers and/or its Contractor's bus operators and other contract workers both on-board and in and around transit facilities must be reduced through the adoption of an Assault on Workers Plan. As a risk reduction measure, Augusta Transit to the extent allowed by law in partnership with its Contractor commits to reduce assaults on officers and workers in the transit system. Augusta Transit to the extent allowed by law in partnership with its Contractor will advance specific measures below to achieve this goal.

Throughout this plan "assault on a transit worker" is defined in 49 USC 5302 including the following: 'A circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.

7.2 De-escalation Training

Augusta Transit to the extent allowed by law in partnership with its Contractor will facilitate the expansion and improvement of de-escalation training for all transit officers and contract workers; this training shall be recurrent - happening at least once every twelve months - during working or operational hours - and shall allow transit officers and contract workers the opportunity to practice these skills with trained experts.

7.3 Assaults on Workers Plan

Augusta Transit and its Contractor and a labor representative of the Contractor (as a standing member of the Safety Committee) will establish an Assaults on Workers Plan during calendar year 2026 that address and/or facilitate the implementation of the following. Augusta Transit to the extent allowed by law in partnership with its Contractor shall implement the following measures and strategies to protect Augusta Transit officers and/or its Contractor's bus operators and other contract workers from assault.

- Installation of barriers or bus shields between bus operators and riders. Barriers or bus shields shall be tall enough to completely cover the operator when closed and extend across the entire workstation without obscuring views of driver mirrors; shall be strong enough to withstand the force of a human body ramming against it; shall be easily installed, maintained, and repaired by the Contractor's maintenance workforce; and shall be required for all buses entering service after 12/31/2024.
- Augusta Transit's Contractor will train its dispatchers and staff on the proper response to reports of assault across the transit system. This training shall include reinforcing the urgency of responding timeously and appropriately to reported assaults, proper protocols for connecting with law enforcement, and crisis management annually.
- Augusta Transit to the extent allowed by law in partnership with its Contractor continue to engage in ongoing public information initiatives through posters, flyers and social media posts that target passengers and deter acts of violence through effectively communicating the legal and personal consequences of antisocial behavior.

7.4 Response To Physical Assaults

The Contractor in consultation with Augusta Transit shall adopt the following assault response protocols:

- Immediately contact law enforcement and request police presence at the site of the assault.
- Ensure the victim of the assault receives immediate medical and other necessary care and support if requested or incapacitated.
- Where feasible and within the Contractor's contractual responsibilities support and defend the victim of the assault throughout the response, the investigation and the treatment and recovery phases, if requested or incapacitated.
- Provide law enforcement with data and materials necessary to pursue assailants, including video surveillance if the victim so requests pursuing the offender in the courts. The union shall receive data electronically at the permission of the victim. Any data shared will not contain any information that may personally identify the victim.
- Provide the victim if a contract worker, with the resources necessary to fully recover and return to work, including leave, as necessary, for mental and physical recovery, work with law enforcement to convict their assailant (if requested by the victim), and other time off related to recovering from the assault.
- Implement a clear policy that bars anyone who assaults an Augusta Transit officer or Contractor staff from riding the system for a period of one year on a first offence depending on the severity or type of assault by 12/31/2027.

7.5 Continuous Review of Assaults

The process of reducing worker assaults must be a dynamic one. The Safety Committee shall review measures and strategies adopted on an ongoing basis, but at least quarterly, to assess effectiveness, review data collected, incorporate best practices from government regulators, other transit systems and law enforcement authorities, and develop and implement new strategies that are proven to work in assault reduction.

7.6 Refusal to Work in Unsafe Conditions

The Contractor will take reasonable measures in order to prevent and eliminate any present or potential job hazards that its employees may encounter at their places of work. The Contractor will work with the labor representatives representing Contractor's staff on all safety issues.

All Contractor staff shall have the opportunity to refuse to work in unsafe conditions whether perceived or real without penalty or retribution. Details of such an arrangement will be between the Contractor's staff and the labor representatives of the Contractor's staff if so represented.

Unsafe work includes tasks and/or projects that would be performed without proper safety preparations; tasks and projects without proper safety equipment; tasks which cannot be completed in their entirety under given time constraints; fatigued work; and tasks which would conflict with the directives and protections contained in this Safety Plan.

The Contractor's employee will notify the Contractor verbally and/or in writing of any such job hazard as soon as the employee becomes aware of such unsafe areas, conditions or equipment.

The Contractor, upon notification of any alleged unsafe condition, shall investigate such condition, and shall make adjustments in such condition, or alternatively, recommend to the party responsible for the premises that it make such adjustments, if, in the Contractor's investigation, the alleged unsafe condition is found to be a hazard to its employee. The Contractor will report back to its employee the adjustment or action to be taken to eliminate the verified hazard to its employee.

Contractor's employees shall immediately, or at the end of their shift, report all defects of equipment on a suitable form furnished by the Contractor. The Contractor shall not require any of its employees to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe. The final determination as to whether the equipment is in safe operating condition will be made by the Contractor's Maintenance Manager or their designee.

Disputes over whether work is unsafe shall be addressed by a joint labor-management resolution process. Furthermore, such a process will not involve Augusta Transit as Contractor staff are not Augusta, Georgia employees.

7.7 Fatigue Risk Management Plan

Augusta Transit to the extent allowed by law in partnership with its Contractor and a frontline Safety Committee member as a representative of a labor organization representing Contractor staff will establish a Fatigue Risk Management Plan during calendar year 2027 that will address and/or facilitate the implementation of the following.

- The Safety Committee recognizes that staffing decisions can elevate safety risks and shall work with the Contractor to review current policies and procedures on hours worked, scheduling, and time off between shifts.
- The Contractor shall ensure that bus operators, mechanics and other contract staff receive time off between shifts where necessary and to return to work properly rested and ready to begin the next shift safely.
- Operators, mechanics, and other contract staff have schedules that include time for meals and allow bathroom breaks.
- The Contractor shall institute new procedures that mitigate fatigue and health risks associated with hours worked, scheduling, and time off between shifts. This may mean a reduction in paid hours due to the maximum hours that can be worked each day. However current regular working hours will not be reduced by the results of an established Fatigue Risk Management Plan.
- On a quarterly basis, the Safety Committee shall meet to assess the effectiveness of any new measures adopted.

7.8 Pedestrian Knockdowns

Augusta Transit to the extent allowed by law in partnership with its Contractor and a labor organization representative as member of the Safety Committee will establish a Pedestrian Knockdowns plan during calendar year 2027 that will address and/or facilitate the implementation of the following interventions.

- The Contractor commits to reduce pedestrian knockdowns as a risk reduction measure. The Safety Committee shall review as necessary, but not less than quarterly, data from

pedestrian knockdowns in the system including the location, time, and circumstances for each incident.

- The Safety Committee will review the trends and specifics of these knockdowns and recommend actions to prevent these accidents. These recommendations may include:
 - Adjusting schedules on identified problem routes to allow for longer wait times at busy crosswalks.
 - Utilizing technology such as Global Positioning Systems (GPS), collision avoidance, electronic mirrors, and sensors, to assist operators in recognizing and avoiding pedestrians.
 - Maintain transit equipment and work with the Augusta, Georgia Departments to keep streetlights, signs, and other infrastructure in good repair to make sure drivers and pedestrians can see, hear, and respond to each other.

7.9 Infectious Diseases

Augusta Transit is committed to mitigating the spread of and exposure to infectious diseases. Federal Transit Administration guidance declares that under the Infrastructure Investment and Jobs Act (IIJA), transit agencies must comply with either Centers for Disease Control or State Department of Health guidelines and best practices regarding infectious diseases. Augusta Transit shall consider and implement these guidelines and best practices in the public transportation system as soon as practical after they are issued or amended.

The Contractor shall implement transit-specific best practices including the highest rated PPE and products for vehicle and facility sanitation and cleaning.

Augusta Transit management representatives responsible for infectious disease mitigation shall submit progress reports, with data, twice a year to the Safety Committee.

7.10 Collection of and Access to Data

Augusta Transit is responsible for collecting and reporting required safety data to the FTA, GDOT and law enforcement (Richmond County Sheriff). In order to perform its functions, the Safety Committee may have access to all safety data subject to the Georgia Open Records Request Act, O.C.G.A. § 50-18-70 et seq. Safety Committee members may submit requests for and receive specific types of data for review by the Safety Committee.

Augusta Transit will provide, where possible, data upon request and in a timely manner to the Safety Committee. Collectively Safety Committee members may request data prior to beginning the annual process of reviewing and renewing the PTASP. Augusta Transit may prepare summaries of data in aggregate and provide this information to the Safety Committee.

Furthermore, in order to ensure the Safety Committee collectively has access to comprehensive safety data that considers frontline employee concerns, the processes for frontline workers to report safety concerns shall be easy to understand, quick to complete, and facilitated by Contractor staff.

7.11 Data Protection

The data disseminated during Safety Committee meetings may be sensitive, confidential and/or proprietary. Under no circumstances will any Safety Committee member be allowed to share this data with non-Safety Committee members. If necessary to comply with Federal, state, or local law, Augusta Transit or its Contractor will require Safety Committee members to sign non-disclosure or other agreements developed and/or approved by the Safety Committee to protect the sensitive, confidential and private information from public disclosure. Additionally, the unauthorized dissemination of any information shared, reviewed or presented to Safety Committee members in pursuance of their duties represents a violation of this restriction and may result in the suspension of the offending member/s from the Safety Committee.

7.12 Zero Emission Buses

As Augusta Transit meets its Climate Action Plan goals and moves towards a zero-emission fleet as envisioned in 49 USC 5339(c)(3)(D), the Safety Committee shall be informed on updates to the Climate Action Plan and Transition Plan periodically.

Members of the Safety Committee shall be given an opportunity to provide input and make recommendations to complement anticipated safety measures adopted in the procurement of zero-emission vehicles.

The Safety Committee shall meet as needed to ensure the safe integration of zero-emission vehicles into Augusta Transit revenue fleet. Augusta Transit to the extent allowed by law in partnership with its Contractor shall utilize and consider safety best practices as identified by the FTA, GDOT and Transit Workforce Center (TWC).

The Contractor will ensure that mechanics, technicians and other Contractor staff as needed working on electric engines and batteries and bus operators shall receive quality training and have access to high quality PPE specifically designed to ensure the safety of all and any workers in a high voltage work environment, whether they are inside a repair shop, operating a bus or responding to a bus breakdown.

A Safety Committee member represented by a labor organization shall have an officially designated position on the team responsible for developing and implementing training and safety protocols for workers in the transition to zero-emission vehicles by 12/31/2027 or when discussions regarding training begin whichever comes first. If there is a requirement of Safety Committee members for offsite visits to identify safety best practices the cost of such visit will be borne by the representative organization of the Safety Committee member.

PPE shall meet the requirements outlined in National Fire Protection Association (NFPA) 70E, as well as the best practices listed in the manufacturer's maintenance/repair manuals. The Contractor shall allocate sufficient resources in its budget for this PPE and all necessary training to ensure a safe work environment.

8 Annual Update Process

The CSO will review and update this Safety Plan annually. The updated version will be preliminarily approved by the safety committee to be signed by the transit director and approved by the Augusta-Richmond County Commission. The newly authorized version will be reissued to all transit personnel for their perusal and comprehension. Augusta Transit will maintain all documents that are related to the implementation of this Safety Plan and results from SMS processes and activities. These documents will be made available upon request by the FTA or other related entities.

All such documents will be maintained for a minimum of 3 years after they are created. Per 49 USC 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of Augusta Transit's ongoing commitment to fully implementing SMS and engaging our agency employees in developing a robust safety culture, Augusta Transit will review the PTASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that this PTASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through Augusta Transit's annual Certifications and Assurances reporting to FTA.

The annual PTASP review will follow the update activities and schedule provided in **Table 6**.

Table 8 – Annual Review/Update Timeline

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Review Agency Operations											
Review SMS Documentation • <i>Safety Policy</i> • <i>Risk Management</i> • <i>Safety Assurance</i> • <i>Safety Promotion</i>											
Review Previous Targets and Set or Continue Targets											
Report Targets to NTD, Metropolitan Planning Organization											
Make Any Necessary Adjustments to PTASP											
Update Version No., Adopt & Certify Plan Compliance											

Appendix A: Public Transportation Agency Safety Plan Relationship to Other Federal Laws and Regulations

1. Public Transportation Safety Program Rule - 49 USC § 5329

The Public Transportation Safety Program Rule establishes substantive and procedural rules for the FTA's administration of the Public Transportation Safety Program authorized by 49 USC § 5329. The rule establishes the FTA's SMS approach to the development and implementation of the Safety Program. Further, it sets rules of practice for the FTA's enforcement authority and describes the contents of a NPTSP.

National Public Transportation Safety Plan – Section 5329(b)

Through the NPTSP, the FTA has adopted the principles and methods of SMS as the basis for enhancing the safety of public transportation in the United States. NPTSP is a policy document, communications tool, and a repository of standards, guidance, best practices, tools, technical assistance, and other resources.

This Safety Plan was written in accordance with the Public Transportation Safety Program Rule and the NPTSP.

2. Public Transportation Agency Safety Plan Rule – 49 CFR Part 673

The FTA published a final rule for PTASP as authorized by MAP-21. This final rule requires States and certain operators of public transportation systems that receive federal financial assistance under Urbanized Area Formula Program (49 USC § 5307) to develop safety plans that include the processes and procedures to implement SMSs. Transit operators must certify they have a safety plan, meeting the requirements of the rule, in place by July 20, 2020.

3. Transit Asset Management Rule – 49 CFR Part 625

The PTASP final rule applies to only Section 5307 recipients and sub-recipients, and the TAM rule applies to all operators of public transit. However, the two plans can support one another by providing useful data for agency use and NTD reporting. Pursuant to 49 CFR Part 625, condition assessments were performed as part of SRM and Safety Assurance activities. The results of TAM condition assessments and subsequent SMS analysis can help prioritize a transit agency's TAM Plan elements. Condition assessments help identify potential safety issues, which could undergo a safety risk assessment as part of SRM. Further, TAM data and analysis can also be used for performance monitoring and measurement as part of Safety Assurance. Results of safety risk assessments and safety performance monitoring and measurement can guide the prioritization of an asset for repair or replacement.

4. National Transit Database Rule 49 USC 5335(a)

Transit agency's receiving funding from the Urbanized Area Formula Program (5307) or Rural Formula Program (5311) are required to submit data to the NTD in uniform categories. Agencies submit reports to NTD each fiscal year. The PTASP rule and NTD reporting rule are related, as both rules require agencies to track data based on the same data points; fatalities, injuries, and safety events per total revenue vehicle mile by mode, with the additional requirement of mean distance between major mechanical failures.

Appendix B: Approval by Governing Body

I hereby certify on behalf of Augusta Transit, that on _____, 2026,
the Augusta-Richmond County Commission approved the enclosed Agency Safety Plan in
accordance with 49 CFR 673.11(a)(1).

Signature of Authorized Official: _____

Printed Name and Title: _____

Date: _____



Incident & Injury Preventability Determination Guide

Determining Preventability

A GUIDE TO DETERMINING PREVENTABILITY OF INCIDENTS AND INJURIES

The heart of incident analysis is determining the root cause of the incident and whether it could have been avoided, based on the facts. The incident must be evaluated in light of all available facts that are pertinent to the cause of the incident. Digging out these facts can be achieved in many instances by a thorough investigation/analysis and reconstruction or examination of the incident sequence.

Each incident must be judged individually. Certain types will generally fall in the non-preventable category, and certain others, in the absence of extenuating circumstances and conditions, fall in the preventable category. The types of incidents listed below do not cover every incident that may occur, but they are intended to provide general guidance to assist in determining preventability and are generally accepted by the National Safety Council and the US Department of Transportation.

Determining preventability has nothing to do with who was legally "at fault" or who was "liable" or to blame for the incident.

Generally, an incident is preventable if the employee failed to follow company policies / safe-work practices and do everything *reasonable* to prevent the incident or injury from occurring.

When faced with a collision, the preventability determination is based on the following rule:

"It is the responsibility of a professional driver to drive in such a manner as to identify incident producing situations soon enough to take reasonable and prudent action to avoid such an incident." The key to this definition and rule is the word "reasonable."

The key factor in determining whether an incident is preventable, hinges solely on whether or not the incident could have been prevented or avoided by our driver – **not** who was **primarily** responsible or at fault.

The fact that the other driver violated a traffic code or rule of safe driving does not in itself excuse our driver.

To determine reasonableness, consider the following:

- Could the driver/worker identify the incident producing situation or potential for an incident?
- Did the driver/worker know what corrective action was necessary, having identified the incident producing situation or potential for an incident?
- Did the driver/worker follow established company policies/practices/protocols?
- Did the driver/worker take appropriate and prudent action to adjust his/her driving or work behaviors or actions in time to avoid the incident?

WORKPLACE INCIDENTS

The following considerations apply to workplace incidents that cause (or could have caused) injury to either the employee or bystanders/other persons.

Considerations

Unsafe Acts:

1. Unauthorized operation of equipment
2. Unauthorized performance of a job or task
3. Running - Horse Play
4. Not following established procedures
5. Bypassing or failure to use safety devices
6. Not using protective equipment
7. Under influence of drugs or alcohol

Unsafe Conditions:

1. Ergonomic hazards
2. Environmental hazards
3. Inadequate housekeeping
4. Blocked walkways
5. Improper or damaged Personal Protective Equipment (PPE)
6. Inadequate machine guarding
7. Inadequate maintenance of machines or tools

Non-preventable if:

1. Mechanical defect in a machine or tool which could not have been detected or foreseen by the operating employee or through routine maintenance.

Preventable if:

1. Incident or injury can be attributed to an unsafe act or unsafe condition.
2. Employee performed a job or task for which he/she was either not trained or inadequately trained (would be a failure in the supervisory/training process).
3. Incident or injury occurred due to employee's failure to use (or improper use of) personal protective equipment.
4. Incident or injury occurred due to employee's use or attempted use of a vehicle, machine or tool that he/she knew was defective.
5. Employee's abuse of a machine or tool was such that it rendered the tool or machine defective.

VEHICLE INCIDENTS

A: Struck in Rear by Other Vehicle:

Non-Preventable if:

1. Driver's vehicle was legally and properly parked.
2. Driver was proceeding in his own lane of traffic at a safe and lawful speed.
3. Driver was stopped in traffic due to existing conditions or was stopped in compliance with traffic sign or signal or the directions of a police officer or other person legitimately controlling traffic.
4. Driver was in proper lane waiting to make turn.

Preventable if:

1. Driver was passing slower traffic near an intersection and had to make sudden stop.
2. Driver made sudden stop to park, load, or unload.
3. Driver rolled back into vehicle behind while starting on grade.
4. Driver made sudden stop to avoid striking other vehicle in the rear.

B. Struck While Parked:

Non-Preventable if:

1. Driver was properly parked in a location where parking was permitted.
2. Vehicle was protected by emergency warning devices as required by DOT and state regulations or if driver was in the process of setting out or retrieving signals. These provisions shall apply to the use of the turn signals as emergency warning lights under DOT regulations.

C. Incidents at Intersections:

Preventable if:

1. Driver failed to control speed so that he could stop within available clear sight distance.
2. Driver failed to check cross-traffic and wait for it to clear before entering intersection.
3. Driver pulled out from side street in the face of oncoming traffic.
4. Driver collided with person, vehicle, or object while making right or left turn.
5. Driver collided with vehicle making turn in front of him.

D. Striking Other Vehicle in Rear:

Preventable if:

1. Driver failed to maintain safe following distance and have his vehicle under control.
2. Driver failed to keep track of traffic conditions and note slow downs.
3. Driver failed to ascertain whether vehicle ahead was moving slowly, stopped, or slowing down for any reason.
4. Driver misjudged rate of overtaking.
5. Driver came too close before pulling out to pass.
6. Driver failed to wait for car ahead to move into the clear before starting to move.
7. Driver failed to leave sufficient room for passing vehicle to get safely back in line.
8. Driver was over-driving his vision.

E. Sideswipe and Head-on Collisions:

Preventable if:

1. Driver was not entirely in his proper lane of travel.
2. Driver did not pull to his right and slow down and stop for vehicle encroaching on his lane of travel when such action could have been taken without additional danger. (Buses with passengers should not run off the road.)

F. Squeeze Plays and Blockouts:

Preventable if:

1. Driver failed to yield right-of-way when necessary to avoid an accident.
2. Driver failed to properly position vehicle in preparation for the turn

G. Backing Incidents:

Preventable if:

1. Driver backed up when backing could have been avoided by better planning of his route.
2. Driver backed into traffic stream when such backing could have been avoided.
3. Driver failed to get out of vehicle and check proposed path of backward travel.
4. Driver failed to get out of vehicle periodically and recheck conditions when backing a long distance.
5. Driver failed to sound horn and turn on 4-way flashers prior to and while backing.

H. Incidents Involving Rail-Operated Vehicles:

Preventable if:

1. Driver attempted to cross tracks directly ahead of train or streetcar.
2. Driver ran into side of train or streetcar.
3. Driver stopped or parked on or too close to tracks.
4. Driver disregarded warning lights or devices.
5. Driver failed to stop at crossing as required by regulations.

I. Incidents While Passing:

Preventable if:

1. Driver passed where view of road ahead was obstructed by hill, curve, vegetation, traffic, adverse weather conditions, etc.
2. Driver attempted to pass in the face of closely approaching traffic.
3. Driver failed to warn driver of vehicle being passed (e.g. horn, and/or turn signal indicators).
4. Driver failed to signal change of lanes.
5. Driver pulled out in front of other traffic over-taking from rear.
6. Driver cut-in short returning to lane of travel.

J. Incidents While Being Passed:

Preventable if:

1. Driver failed to stay in his own lane and hold speed or reduce it to permit safe passing.

K. Incidents While Entering Traffic Stream:

Preventable if:

1. Driver failed to signal when pulling out from curb.
2. Driver failed to check traffic before pulling out from curb.
3. Driver failed to look back to check traffic if he was in position where mirrors did not show traffic conditions.
4. Driver attempted to pull out in a manner that forced other vehicle(s) to change speed or direction.
5. Driver failed to make full stop before entering from side street, alley or driveway.
6. Driver failed to make full stop before crossing sidewalk.
7. Driver failed to yield right-of-way to approaching traffic.

L. Pedestrian Incidents:

Preventable if:

1. Driver did not reduce speed in area of heavy pedestrian traffic.
2. Driver was not prepared to stop.
3. Driver failed to yield right-of-way to pedestrian.

M. Mechanical Defects Incidents:**Preventable if:**

1. Defect was of a type which driver should have detected in making pre-trip or enroute inspection of vehicle.
2. Defect was of a type which driver should have detected during the normal operation of the vehicle.
3. Defect was caused by driver's abusive handling of the vehicle.

N. All Types of Incidents:**Preventable if:**

1. Driver was not operating at a speed consistent with the existing conditions of road, weather and traffic.
2. Driver failed to control speed so that he could stop within assured clear distance.
3. Driver misjudged available clearance.
4. Driver failed to yield right-of-way to avoid accident.
5. Driver failed to accurately observe and recognize potentially existing hazardous conditions or events that could produce an accident.
6. Driver was in violation of Company operating rules or special instruction, the regulations of any federal or state regulatory agency, or any applicable traffic laws or ordinances.

MV TRANSPORTATION, INC. CORPORATE POLICY STATEMENT

General policies of MV Transportation, Inc. are issued from time to time and are designed to provide general guidance to company managers in the conduct of the business. Policies may, from time to time, become dated or may no longer apply. In the event of questions, the policy should be referred to the General Counsel for interpretation. In the event a policy conflicts with the law, regulation or the terms of a contract with a customer, the policy will be subordinate to such law, regulation or contract term. Policies are only effective on the written approval of the Chief Executive Officer.

Safety Policy S-1 INCIDENTS - DETERMINING PREVENTABILITY

SCOPE: This policy affects all employees who operate Company vehicles or perform work on behalf of the company.

PURPOSE: The purpose of this policy is to provide a standard to evaluate each incident according to our Defensive Driving or Safe Work Standards so that errors made in either driver performance or safe work practices will be recognized and corrected during retraining.

POLICY: It is the policy of this Company that each incident be evaluated on an individual, objective basis using the guidelines outlined here. MV Transportation, Inc. adheres to a very strict interpretation of the definitions of preventability and defensive driving. Realistically speaking, most incidents can be prevented by our drivers/employees through diligent application of our driving standards and safe work practices. MV drivers and employees are held to a high standard of care by the law and Company practice.

1.1 Definition of Preventable Incident – an incident where the driver could have, but failed, to properly identify an incident- producing situation soon enough to take reasonable and prudent action to avoid a collision or an injury.

2.2 Definition of Defensive Driving - to drive in such a manner as to identify incident-producing situations soon enough to take reasonable and prudent action to avoid a collision. This is the MV Standard of Safe Driving Performance

WORKPLACE INCIDENTS

The following considerations apply to workplace incidents that cause (or could have caused) injury to either the employee or bystanders/other persons.

Considerations

Unsafe Acts: - Unauthorized operation of equipment - Unauthorized performance of a job or task - Running - Horse Play - Not following established procedures - Bypassing or failure to use safety devices - Not using protective equipment - Under influence of drugs or alcohol	Unsafe Conditions: - Ergonomic hazards - Environmental hazards - Inadequate housekeeping - Blocked walkways - Improper or damaged Personal Protective Equipment (PPE) - Inadequate machine guarding - Inadequate maintenance of machines or tools
Non-preventable if: Mechanical defect in a machine or tool which could not have been detected or foreseen by the operating employee or through routine maintenance.	Preventable if: - Incident or injury can be attributed to an unsafe act or unsafe condition. - Employee performed a job or task for which he/she was either not trained or inadequately trained (would be a failure in the supervisory/training process). - Incident or injury occurred due to employee's failure to use (or improper use of) personal protective equipment. - Incident or injury occurred due to employee's use or attempted use of a vehicle, machine or tool that he/she knew was defective. - Employee's abuse of a machine or tool was such that it rendered the tool or machine defective.

VEHICLE INCIDENTS

A. Struck in Rear by Other Vehicle:

<u>Non-Preventable if:</u> • Driver's vehicle was legally and properly parked. • Driver was proceeding in his own lane of traffic at a safe and lawful speed. • Driver was stopped in traffic due to existing conditions or was stopped in compliance with traffic sign or signal or the directions of a police officer or other person legitimately controlling traffic. • Driver was in proper lane waiting to make turn.	<u>Preventable if:</u> • Driver was passing slower traffic near an intersection and had to make sudden stop. • Driver made sudden stop to park, load, or unload. • Driver rolled back into vehicle behind while starting on grade. • Driver made sudden stop to avoid striking other vehicle in the rear.
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B. Struck While Parked: Non-Preventable if:

- Driver was properly parked in a location where parking was permitted.
- Vehicle was protected by emergency warning devices as required by DOT and state regulations or if driver was in the process of setting out or retrieving signals. These provisions shall apply to the use of the turn signals as emergency warning lights under DOT regulations.

C. Incidents at Intersections: Preventable if:

- Driver failed to control speed so that he could stop within available clear sight distance.
- Driver failed to check cross-traffic and wait for it to clear before entering intersection.
- Driver pulled out from side street in the face of oncoming traffic.
- Driver collided with person, vehicle, or object while making right or left turn.
- Driver collided with vehicle making turn in front of him.

D. Striking Other Vehicle in Rear: Preventable if:

- Driver failed to maintain safe following distance and have his vehicle under control.
- Driver failed to keep track of traffic conditions and note slowdowns.
- Driver failed to ascertain whether vehicle ahead was moving slowly, stopped, or slowing down for any reason.
- Driver misjudged rate of overtaking.
- Driver came too close before pulling out to pass.
- Driver failed to wait for car ahead to move into the clear before starting to move.
- Driver failed to leave sufficient room for passing vehicle to get safely back in line.
- Driver was over-driving his vision.

E. Sideswipe and Head-on Collisions: Preventable if:

- Driver was not entirely in his proper lane of travel.
- Driver did not pull to his right and slow down and stop for vehicle encroaching on his lane of travel when such action could have been taken without additional danger. (Buses with passengers should not run off the road.)

F. Squeeze Plays and Blackouts: Preventable if:

- Driver failed to yield right-of-way when necessary to avoid an accident.
- Driver failed to properly position vehicle in preparation for the turn

G. Backing Incidents: Preventable if:

- Driver backed up when backing could have been avoided by better planning of his route.
- Driver backed into traffic stream when such backing could have been avoided.
- Driver failed to get out of vehicle and check proposed path of backward travel.
- Driver failed to get out of vehicle periodically and recheck conditions when backing a long distance.
- Driver failed to sound horn and turn on 4-way flashers prior to and while backing.

H. Incidents Involving Rail-Operated Vehicles: Preventable if:

- Driver attempted to cross tracks directly ahead of train or streetcar.
- Driver ran into side of train or streetcar.
- Driver stopped or parked on or too close to tracks.
- Driver disregarded warning lights or devices.
- Driver failed to stop at crossing as required by regulations.

I. Incidents While Passing: Preventable if:

- Driver passed where view of road ahead was obstructed by hill, curve, vegetation, traffic, adverse weather conditions, etc.
- Driver attempted to pass in the face of closely approaching traffic.
- Driver failed to warn driver of vehicle being passed (e.g. horn, and/or turn signal indicators).
- Driver failed to signal change of lanes.
- Driver pulled out in front of other traffic over-taking from rear.
- Driver cut-in short returning to lane of travel.

J. Incidents While Being Passed: Preventable if:

- Driver failed to stay in his own lane and hold speed or reduce it to permit safe passing.

K. Incidents While Entering Traffic Stream: Preventable if:

- Driver failed to signal when pulling out from curb.
- Driver failed to check traffic before pulling out from curb.
- Driver failed to look back to check traffic if he was in position where mirrors did not show traffic conditions.
- Driver attempted to pull out in a manner that forced other vehicle(s) to change speed or direction.
- Driver failed to make full stop before entering from side street, alley or driveway.
- Driver failed to make full stop before crossing sidewalk.
- Driver failed to yield right-of-way to approaching traffic.

L. Pedestrian Incidents: Preventable if:

- Driver did not reduce speed in area of heavy pedestrian traffic.
- Driver was not prepared to stop.
- Driver failed to yield right-of-way to pedestrian.

M. Mechanical Defects Incidents: Preventable if:

- Defect was of a type which driver should have detected in making pre-trip or enroute inspection of vehicle.
- Defect was of a type which driver should have detected during the normal operation of the vehicle.
- Defect was caused by driver's abusive handling of the vehicle.

N. All Types of Incidents: Preventable if:

- Driver was not operating at a speed consistent with the existing conditions of road, weather and traffic.
- Driver failed to control speed so that he could stop within assured clear distance.
- Driver misjudged available clearance.

- Driver failed to yield right-of-way to avoid accident.
- Driver failed to accurately observe and recognize potentially existing hazardous conditions or events that could produce an accident.
- Driver was in violation of Company operating rules or special instruction, the regulations of any federal or state regulatory agency, or any applicable traffic laws or ordinances.

Date Filed / Revision Date	Description of Change
10/2019	Updated format.



Appendix D: Accident/Incident Reporting Procedures

Item 4.

MV TRANSPORTATION CLAIMS GUIDELINES

Accident/Incident Reporting Procedures

PURPOSE: TO ENSURE ACCURATE AND TIMELY INCIDENT REPORTING

POLICY: As a General Manager, you are responsible to ensure prompt and accurate reporting of all incidents per this company policy/procedure. *Your responsibilities do not include handling or attempting to settle any claims or potential lawsuits – that's the responsibility of MV's Risk Management Department and MV's insurance companies.*

An **Incident** is any MV mishap involving a MV employee, MV passenger, MV vehicle, MV equipment, or the environment. An incident may or may not result in injury or death to a person, damage to vehicles or property, or damage to the environment. *This includes alleged incidents which are claimed to be caused by a MV employee, vehicle, or equipment; even though the MV employee, vehicle, or equipment is not affected.*

If the incident involves injury requiring medical attention, dispatcher immediately phones 911 to have an ambulance/EMS dispatched to the scene. Dispatcher logs their name and the date and time of the 911 call. Forward the call log to Risk Management with the division report.

This procedure applies to all MV losses (other than Workers' Compensation) to include:

- Vehicular collision with any person, vehicle, or object
- Passenger/Customer/Client Incident/Injury
- MV Vehicle Physical Damage (including unknown yard physical damage)
- MV Property (buildings/contents) Losses (fire, tornado, flood, hurricane, vandalism, break-in, etc.).
- Environmental Exposures (i.e. fuel, oil, antifreeze, or other spills)
- Theft of MV vehicles, equipment, or property

When an incident could have been avoided, it was a preventable loss. MV Safety investigates "major" preventable incidents (see below for definition) to determine cause; and monitors preventable incidents to spot trends and to determine the trends' root causes. This includes examining driving and work procedures and revising them if found faulty; and identifying violations of MV, OSHA, DOT, FTA, or other procedures, rules or regulations.

INCIDENT TYPES

Major – An incident involving a transit vehicle or occurring on MV property involving one or more of the following:

- Fatality
- Pedestrian or Bicyclist incident/injury
- Passenger incident/injury involving lift
- Passenger incident/injury while entering/exiting vehicle
- Passenger incident/injury involving improper securement
- MV Operator is cited for a moving violation
- Any injury (including to MV Operator) requiring immediate medical attention away from the scene
- Property damage equal to or exceeding \$5,000
- Environmental spills
- Vehicle roll-over/lay-over
- Vehicle fire
- Incidents with Operator allegation of equipment/maintenance failure
- Events with potential for negative public relations and/or news media coverage
- Incidents where Operator drug and/or alcohol use may be involved
- Incidents where fault is in question

Minor – All other incidents that do not meet the definition of a "major" incident.

Incident Reporting Procedure

All MV incidents shall be immediately reported from the scene. Operator at scene shall immediately contact Dispatch and provide incident details. Dispatch shall immediately report the incident to the 24-Hour Teleplus, (800) 831-0294.

An initial Accident/Incident ClaimLine Information Sheet is completed to assist with gathering the details and to aid in the verbal phone notification. After the phone notification, immediately scan and upload your Division's claim folder on OneDrive and e-mail this report to claims@mvtransit.com

If a "major" incident, General Manager or designee submits a "High Priority Event Notification."

NOTES:

- ***The only information given by MV employees should be to Police Officers present at the scene of the incident.*** Operator does not discuss incident/loss with witnesses – Operator only discusses with police, MV Safety personnel, MV Risk Management personnel, and/or MV Third-Party Claims Administrator personnel.
- ***Refer all other parties to Jeff Womack and Risk Management to handle any public and/or media questions.*** For these situations, please make sure you can provide Risk Management and Jeff Womack with the name and phone number of the inquiring party. If necessary, Risk Management will involve the Director of Media Relations to communicate to the public and/or media.

Incident/Accident/Loss Procedures

Topic 1 Pre-Planning.

- 1.1 General Managers/Dispatchers must be aware of all sources of assistance in handling incidents/losses. Before an incident/loss occurs, have contacts on hand for:

- Operator's family and/or emergency notification
- Local police department and/or local sheriff department
- Highway patrol/state police
- Local fire department and local ambulance service
- Tow truck, heavy equipment, and construction companies

MV Risk Management staff and MV Safety staff are excellent sources for help. Have their telephone numbers available.

- 1.2 General Managers post their home telephone numbers and cell phone numbers so they can be called when an emergency occurs. Emergency Telephone Numbers shall be posted next to all MV telephones and shall be available at all supervisors' home telephones. This should include a list of local and MV telephone numbers used in controlling emergencies.
- 1.3 **Prominently place "reporting" decals in MV vehicles.** The decals read, "Should you be involved in an accident or should any other incident occur, immediately contact Dispatch who shall immediately communicate with you and the 24-Hour Teleplus, (800) 831-0294." Place these stickers on the dash and on the driver-side sun visor.
- 1.4 **Equip MV vehicles with 3 bi-directional emergency reflective triangles (not flares). Equip MV vehicles with Incident Reporting Packets and color disposable flash cameras.** Equip MV vehicles with a fire extinguisher having an Underwriters' Laboratories rating of 5 B:C or more. To order replacement incident reporting packets and cameras, go onto Portal, under Procedures and Forms, and under Risk Management – there is an Incident Reporting Packets bullet point. Click on that bullet point, complete your order information, and submit your order.

Topic 2. Incident/Loss Occurs.

- 2.1 **MV Operator: If involved in an incident with an unattended vehicle,** first try to locate the owner. If the owner cannot be located, Operator securely leaves a note on the vehicle with his/her name and address, and the company/division's name, address and phone number. Operator obtains the vehicle identification number and license plate number of the other vehicle, and includes that information when reporting the incident. An Incident Reporting Packet which includes a color disposable flash camera is supplied to Operator. Operator takes pictures of damages. Operator delivers used camera to General Manager/Dispatcher.
- 2.2 **MV Operator: If involved in a Hit and Run Incident** while on the job or in a company-owned vehicle and you record/obtain the adverse vehicle's license plate number or capture picture of adverse vehicle via DriveCam and/or Secondary Camera, it is mandatory that the police are called and an incident report is filled out and filed with them. Once this is completed, please forward this information to Risk Management.
- 2.3 **MV Operator: If otherwise involved in a vehicular incident,** Operator exercises on-scene emergency control until properly relieved by a supervisor or company official. Control will be directed to prevent further threat to human life, damage to the environment, and/or damage to property. For traffic control and to protect others:
 1. Stop immediately and shut down vehicle (shift transmission into park, or neutral, shut off engine and set parking brakes).
 2. Turn on four-way flashers.
 3. **As soon as possible, but in any event within ten minutes, place emergency reflective triangles.**
 4. Detour nonessential traffic.
 5. Notify police/fire/ambulance. If necessary, direct a passerby to notify the proper authorities. Be sure to indicate if there are injured people at the emergency scene. Do not leave the scene except in an extreme emergency.
 6. Do not move MV vehicle (unless there is a fire or spillage that may spread) until authorities arrive.
 7. Do not allow any other vehicles to be moved until someone in authority arrives to verify the positions of the vehicles and the lengths and positions of skid marks. Calm down. Try to detach yourself from what has happened so you can be as objective and unemotional as possible. Don't smoke and caution others to not smoke; as there may be fumes that could cause an explosion or fire.
 8. If safe, extinguish any controllable fire and/or shut off any leak.
 9. Assist injured or endangered persons, but do not move them or permit them to get up unless absolutely necessary. Keep them warm and quiet until emergency help arrives.
 10. Prevent fires by turning off ignitions, disconnecting battery cables, prohibiting smoking, or taking any other indicated action.
 11. Prevent contact with spilled materials.
 12. Do not touch (or permit others to touch) vehicles/objects in contact with downed power lines. Keep occupants in vehicles.
 13. Keep sightseers back/away from emergency scene.
 14. **Follow the Incident Handling Procedure/Instructions contained in the Incident Reporting Packet.**

Topic 3. **REPORT INCIDENT/LOSS TO DISPATCH AND 24-HOUR CLAIMLINE, Teleplus. IF INJURY, PHONE 911 TO HAVE AMBULANCE/EMS DISPATCHED TO SCENE.**

MV Operator at scene shall immediately contact Dispatch. If the incident involves injury requiring medical attention, dispatcher immediately phones 911 to have an ambulance/EMS dispatched to the scene. Dispatcher logs their name and the date and time of the 911 call. Dispatcher shall then report the incident to the 24-Hour Teleplus, (800) 831-0294. Dispatcher shall forward the 911 call log to Risk Management with the division report. Operator should never try to handle things alone. Call while the emergency is small and controllable. Dispatch shall provide a telephone number at which the Operator can be contacted. Usually this is the Dispatch number. Dispatch and Operator shall stay in telephone contact with the 24-Hour Teleplus until released.

Topic 4. Operator Takes Pictures of Scene and Damages.

MV vehicles are equipped with color disposable flash cameras. Photograph the causes of the incident. Photograph the incident scene before vehicles are towed or moved. Include surrounding landmarks in the pictures. If skid marks are long, start photographing 150 feet before skid marks begin and continue as you walk closer to the vehicle. Photograph vehicles, including points of impact, damaged areas, undamaged areas, and spilled materials. Do not photograph bloody or gory details. Make a sketch of the scene before any vehicles are moved. The important thing is to show the positions of the vehicles as they approached the scene and where they were following the collision.

Topic 5. Equipment Recovery.

Division ensures proper damaged equipment handling and securement.

Topic 6. Operator Identifies Himself/Herself.

Operator gives any other involved party his/her name, division name, division address, and division phone number; and if requested, insurance information from Insurance Identification Card located in glove box.

Topic 7. Operator Provides Local Authorities and Emergency Responders Details of Incident/Loss.

- 7.1 Operator obtains any reports from authorities/police or emergency responders that must be completed.
- 7.2 Operator cooperates with police officials, but does not admit any responsibility to anyone except MV Risk Management personnel, MV Safety personnel, and/or MV Third-Party Claims Administrator personnel.
- 7.3 Operator does not give a formal statement (written or recorded) to anyone until Operator has contacted MV Risk Management, and then, not unless approved by MV Risk Management. However, you should cooperate with local and State Law enforcement. Operator never discusses incident with reporters. Supervisor who may respond will support this.
- 7.4 Operator always notifies the police, no matter how minor an incident or collision may seem to be, even if it's just a minor "fender bender." Always report it to the police. If other party just wants to exchange information and not call the police, Operator calls in a report anyway.

Topic 8. Operator Obtains Names and Addresses of Witnesses.

- 8.1 Operator gets names and addresses of all witnesses to the incident using Courtesy Information Cards contained in Incident Reporting Packet.
- 8.2 Operator does not discuss incident with witnesses – Operator only discusses with police, MV Safety personnel, MV Risk Management personnel, and/or MV Third-Party Claims Administrator personnel.

Topic 9. Operator Completes Incident Report.

Operator completes "Incident Report" before leaving the incident scene. This report is critical, as it captures MV information, third-party claimant information, client/passenger information, police information, an incident description, an incident diagram, etc.

Topic 10. Operator Delivers Incident Report, Used Camera, Courtesy Information Cards, and any other Incident Reporting Packet Items to General Manager/Dispatcher.

Operator gives General Manager/Dispatcher Incident Report, Courtesy Information Cards, used camera, diagrams, sketches, etc.

Topic 11. General Manager/Dispatcher Forwards Items to MV Risk Management.

- 11.1 General Manager/Dispatcher immediately scans and uploads items to your Division's claim folder on OneDrive. General Managers retain originals for his/her records. Several other reports may be completed from the information on these items, so it is important that the information is complete and accurate.
- 11.2 General Manager gets camera film developed as soon as possible. General Manager forwards via overnight mail the prints and film negatives to **MV Risk Management, 2024 College Street, Elk Horn, IA 51531. Digital photos should be uploaded to** your Division's claim folder on OneDrive
- 11.3 **General Manager/Dispatcher ensures that safety items in MV vehicles are immediately replaced/recharged prior to next dispatch: Incident Reporting Packet with color disposable flash camera, fire extinguisher, 3 bi-directional emergency reflective triangles, etc.**

Topic 12. Loss Handling.

- 12.1 MV Risk Management directs loss handling. General Managers ensure that all losses are immediately and properly reported. MV Risk Management or MV's Third-Party Claims Administrator initiates all claim filings. Except for thefts, break-ins, and stolen vehicles, General Managers shall not file reports or other information with local, state or federal authorities.
- 12.2 Whenever there is any possibility of serious liability, the General Manager:
 - a. Sends complete maintenance file on the vehicle to MV Risk Management
 - b. Sends Operator's logs/time sheets to MV Risk Management
 - c. Prints electronic control module data (if applicable) and sends to MV Risk Management
 - d. Ensures DriveCam event and/or Secondary Camera video (if applicable) is obtained and uploaded to your Division's claim folder on OneDrive

Topic 13. Damaged Equipment.

- 13.1 **A. Probable Total Losses** – General Manager will notify Insurance Analyst, Adrian Chapa, at 972-391-4652. If the damage was caused by an adverse Third Party, obtain repair estimate, Division report and photos and upload to your Division's claim folder on OneDrive and e-mails it to claims@mvtransit.com. MV Risk Management contacts Fleet Response to handle recovery for total loss. General Manager obtains approval from MV Risk Management (Adrian Chapa) before selling salvage. When General Manager receives salvage proceeds, General Manager faxes copy of check to MV Risk Management and forwards check to Accounts Receivable utilizing the applicable MV Lockbox Remittance Form.

B. Repairable Losses – General Manager contacts Maintenance Manager. Maintenance Manager authorizes and controls all repairs following maintenance protocols. If the damage was caused by a responsible Third Party, the division report, photos and estimate should be uploaded to your Division's claim folder on OneDrive
- 13.2 General Manager approves all MV vehicle repair invoices. General Manager codes vehicle repair invoices to **GL#7090; GL#7091; or GL#6150**. General Manager forwards approved and coded MV vehicle repair invoices to Accounts Payable.

The following information explains what GL code to assign and what additional information will be required to avoid delaying payment.

- a) **7090 Collision** – This GL number should be used for all MV vehicle repairs made and parts purchased due to some type of collision when repairs are performed by an outside vendor. The MV Risk Management internal claim number is required to be on each invoice that is assigned this GL number. Failure to provide the claim number will prevent AP from processing the invoice for payment and will delay timely payment to the repair vendor.

- b) **7091 Body Repair Parts** – This GL number should be used for all MV parts purchased due to some type of collision when repairs are performed internally by MV. The MV Risk Management internal claim number is required to be on each invoice that is assigned this GL number. Failure to provide the claim number will prevent AP from approving the invoice for payment and will delay timely payment to the parts vendor.
- c) **6150 Outside Services** – This GL number should be used for all MV vehicle body repairs made and/or parts purchased due to wear and tear over time. Examples would be rusted areas and faded paint. Repairs made to a vehicle that was purchased with pre-existing damage can also be coded to this GL number. An explanation will be required for each vehicle body repair invoice that is coded to this GL number. **Invoices coded “6150” do not require a MV Risk Management internal claim number.**

MV VEHICLE REPAIRS (MV DAMAGE)

Effective 1/1/08, the division is responsible for the full amount of the repairs.

MV DAMAGE SUBROGATION

- 13.3 If it is possible that MV can collect for damages caused by a responsible third party, General Manager scans all information related to the incident to your Division's claim folder on OneDrive and send emails to claims@mvtransit.com. If the MV employee is injured, please send all Subrogation documents to workerscomp@mvtransit.com.
- 13.4 Obtain a repair estimate and submit the estimate and photographs of the damage to Risk Management. These items will be used as documentation for MV's subrogation demand.
- 13.5 In addition to the damages, MV Risk Management will also attempt to collect "loss of use" from the responsible third party.
- 13.6 MV Risk Management compiles a formal claim for damages for submission to the responsible party. MV Risk Management follows up on collection. Damages and/or loss of use recovered through subrogation efforts will be credited to the division.
- 13.7 If an insurance company or its representative requests repair cost information, General Manager refers that person to MV Risk Management. *Do not release cost information.*

Topic 14. Alleged Equipment/Maintenance Failure.

Claims of equipment or maintenance failure are always referred to as "alleged" failure until an inspection of suspect systems by qualified personnel verifies or denies such claims. The following steps are followed in instances of alleged equipment or maintenance failure:

1. If Operator alleges a failure, contact MV Risk Management immediately.
2. Arrange to have vehicle towed to nearest MV division or area where vehicle can be secured. Do not let vehicle be driven.
3. Secure vehicle. Don't let anyone tamper with vehicle, including MV personnel.
4. Call MV Risk Management to direct investigation activity.
5. MV Risk Management will set up inspection with manufacturer's representative, expert (if applicable), and MV personnel.
6. Notify and coordinate inspection with field personnel.
7. Assist in the inspection of vehicle at formal inspection.
8. Send complete maintenance file on vehicle to MV Risk Management.
9. Send Operator's logs/time sheets to MV Risk Management.
10. Print electronic control module data and send to MV Risk Management.
11. Risk Management ensures DriveCam event and/or Secondary Camera video (if applicable) is obtained.

Topic 15. Stolen MV Vehicle.

- 15.1 General Manager/Dispatcher immediately reports loss to MV Risk Management.
- 15.2 General Manager/Dispatcher immediately reports the loss to local police authorities. Direct the police authorities to enter the stolen vehicle on the NCIC. Note: If vehicle is ultimately recovered, General Manager/Dispatcher immediately reports recovery to local police authorities, and directs them to remove from the NCIC; and General Manager/Dispatcher immediately reports recovery to MV Risk Management.
- 15.3 General Manager obtains a copy of police report and faxes it to MV Risk Management.
- 15.4 Instruct MV Operators on the following: a) If anyone tries to take a vehicle, let them have it. Do not get into an altercation with them. b) If a vehicle is taken or is missing, immediately phone MV Risk Management. c) Report any suspicious activity to General Manager/Dispatcher.
- 15.5 Depending on the circumstances regarding the missing vehicle, MV Risk Management may notify FBI, appropriate state Highway Patrol, FTA, and Federal DOT.

Topic 16. Break-Ins and other Property Losses.

- 16.1 General Manager/Dispatcher immediately reports loss to MV Risk Management.
- 16.2 General Manager/Dispatcher immediately reports loss to local police authorities.
- 16.3 General Manager obtains a copy of police report and faxes it to MV Risk Management.

Topic 17. Post-Loss Procedures, Reports, and Correspondence.

- 17.1 General Manager forwards all correspondence relating to an incident/loss to your Division's claim folder on OneDrive. General Manager identifies the correspondence to MV Risk Management by indicating the Claim number, Operator's name and the date of the loss.
- 17.2 If lawsuit papers are received, General Manager immediately scans and e-mails the papers to: LPM, MV Risk Management (Jennifer.Fleming@mvtransit.com), stating the person served and the date and time of service. The Liability Program Manager of Risk Management can also be reached by telephone at **(972) 391-4664e**.

Infrastructure Systems Management, LLC

P.O. Box 277, Augusta, Georgia 30903

Tel 706-691-8611

Website www.ismllc-engr.comEmail aladson@ismllc-engr.com

**Infrastructure Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

*"Civil & Construction Engineering Services"***INVOICE NO.: 26APRD0201****7.27.2026****BILL TO:**

Ms. Tameka D. Williams
Director – Recreation & Parks
2027 Lumpkin Road
Augusta, GA 30906

PROJECT NO.: 26APRD02

PROJECT DESCRIPTION: Out of Scope Services for
Augusta Recreation & Parks Department (Year 2023 –
2026). (See Detail Attachments).

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1 LS	Big Oak Park Improvements	\$86,390.74	\$86,390.74
1 LS	Diamond Lakes Maintenance Investigation and Improvements - 1	\$69,511.20	\$69,511.20
1 LS	Diamond Lakes Sidewalk Design – 2 (<i>Invoice Already Submitted</i>)	\$0.00	\$0.00
1 LS	Henry Brigham Center Construction Project	\$26,328.00	\$26,328.00
1 LS	Jamestown Community Center Improvements	\$33,265.25	\$33,265.25
1 LS	Fleming Tennis Center Improvements	\$40,000.00	\$40,000.00
1 LS	Newman Tennis Center Improvements	\$104,700.00	\$104,700.00
1 LS	Park Utilization Project Appraisals	\$19,600.00	\$19,600.00

TOTAL **\$379,795.19**

TOTAL DUE BY 8.24.2026

Thank you for your business!



**Infrastructure Systems
Management, LLC**

SPECIALIZED CONSULTING SERVICES

BIG OAK PARK OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
1	1/15/24	Surveying	\$ 13,950.00
2	1/26/24	Design Services (Preliminary and Final Design)	\$ 74.66
3	2/23/24	Design Services (Preliminary and Final Design)	\$ 15,600.00
4	5/6/24	Design Services (Preliminary and Final Design)	\$ 10,400.00
5	6/6/24	Design Services (Preliminary and Final Design)	\$ 7,800.00
6	7/2/24	Design Services (Preliminary and Final Design)	\$ 7,800.00
7	11/2/24	Design Services (Preliminary and Final Design)	\$ 10,400.00
8	3/3/25	Design Services (Preliminary and Final Design)	\$ 7,457.33
9	4/1/25	Design Services (Preliminary and Final Design)	\$ 8,443.02
10	5/5/25	Design Services (Preliminary and Final Design)	\$ 227.75
11	6/10/25	Design Services (Preliminary and Final Design)	\$ 288.46
12	7/31/25	Design Services (Preliminary and Final Design)	\$ 239.28
13	11/3/25	Design Services (Preliminary and Final Design)	\$ 598.43
14	12/3/25	Design Services (Preliminary and Final Design)	\$ 478.74
15	12/30/25	Design Services (Preliminary and Final Design)	\$ 718.11
16	2/26/26	Design Services (Preliminary and Final Design)	\$ 1,196.85



**Infrastructure Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

BIG OAK PARK OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
17	4/1/26	Design Services (Preliminary and Final Design)	\$ 718.11

TOTAL: \$ 86,390.74



**Infrastructure Systems
Management, LLC**

SPECIALIZED CONSULTING SERVICES

DIAMOND LAKES OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
1	12/31/22	Maintenance of Lighting	\$ 34,711.20
2	3/7/23	Diamond Lakes Park Tower Assessments and Recommendations	\$ 6,389.52
3	3/31/23	Diamond Lakes Park Tower Assessments and Recommendations	\$ 1,614.48
4	4/28/23	Diamond Lakes Park Tower Assessments and Recommendations	\$ 12,876.00
5	5/26/23	Diamond Lakes Park Tower Assessments and Recommendations	\$ 5,220.00
6	7/30/23	Diamond Lakes Park Tower Assessments and Recommendations	\$ 8,700.00

TOTAL: \$ 69,511.20



**Infrastructure Systems
Management, LLC**

SPECIALIZED CONSULTING SERVICES

DIAMOND LAKES OUT OF SCOPE SERVICES - 2			
NO.	DATE	DESCRIPTION	COST
1	3/12/26	Diamond Lakes 8'-0" Sidewalk Design	\$ 132,927.83

TOTAL: \$ 132,927.83



**Infrastructure Systems
Management, LLC**

SPECIALIZED CONSULTING SERVICES

HENRY BRIGHAM OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
1	2/10/23	Soil Boring, Analysis, and Report	\$ 2,750.00
2	2/28/23	Special Inspection and Testing	\$ 2,924.00
3	3/31/23	Special Inspection and Testing	\$ 5,250.00
4	4/30/23	Special Inspection and Testing	\$ 2,161.00
5	5/31/23	Special Inspection and Testing	\$ 3,742.00
6	6/30/23	Special Inspection and Testing	\$ 957.00
7	7/31/23	Special Inspection and Testing	\$ 1,681.00
8	8/31/23	Special Inspection and Testing	\$ 1,753.00
9	11/30/23	Special Inspection and Testing	\$ 1,170.00
10	12/31/23	Special Inspection and Testing	\$ 520.00
11	1/31/24	Special Inspection and Testing	\$ 510.00
12	3/31/24	Special Inspection and Testing	\$ 2,910.00

TOTAL: \$ 26,328.00



JAMESTOWN COMMUNITY CENTER OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
1	8/31/23	Special Inspection and Testing	\$ 450.00
2	11/30/23	Special Inspection and Testing	\$ 1,000.00
3	12/31/23	Special Inspection and Testing	\$ 1,450.00
4	1/31/24	Special Inspection and Testing	\$ 775.00
5	3/31/24	Special Inspection and Testing	\$ 1,336.00
6	5/31/24	Special Inspection and Testing	\$ 1,561.00
7	6/30/24	Special Inspection and Testing	\$ 775.00
8	7/31/24	Special Inspection and Testing	\$ 1,575.00
9	9/30/24	Special Inspection and Testing	\$ 1,000.00
10	9/30/24	Special Inspection and Testing	\$ 1,000.00
11	11/30/24	Special Inspection and Testing	\$ 1,450.00
12	12/31/24	Special Inspection and Testing	\$ 1,786.00
13	1/31/25	Special Inspection and Testing	\$ 1,000.00
14	2/28/25	Special Inspection and Testing	\$ 1,225.00
15	5/8/25	Design Plan Revision	\$ 1,316.25
16	5/31/25	Special Inspection and Testing	\$ 2,145.00
17	6/30/25	Special Inspection and Testing	\$ 1,000.00

JAMESTOWN COMMUNITY CENTER OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
18	7/31/25	Special Inspection and Testing	\$ 1,000.00
19	8/31/25	Special Inspection and Testing	\$ 1,706.00
20	9/30/25	Special Inspection and Testing	\$ 1,120.00
21	11/30/25	Special Inspection and Testing	\$ 1,196.00
22	2/28/26	Special Inspection and Testing	\$ 1,776.00
23	3/31/26	Special Inspection and Testing	\$ 3,553.00
24	4/30/26	Special Inspection and Testing	\$ 2,070.00

TOTAL: \$ 33,265.25



**Infrastructure Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

FLEMING TENNIS CENTER OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
1	4/2/24	Design Services (Preliminary and Final Design)	\$ 1,600.00
2	5/6/24	Design Services (Preliminary and Final Design)	\$ 8,800.00
3	6/6/24	Design Services (Preliminary and Final Design)	\$ 10,400.00
4	7/2/24	Design Services (Preliminary and Final Design)	\$ 2,400.00
5	8/2/24	Design Services (Preliminary and Final Design)	\$ 10,800.00
6	9/3/24	Design Services (Preliminary and Final Design)	\$ 6,000.00

TOTAL: \$ 40,000.00



NEWMAN TENNIS CENTER OUT OF SCOPE SERVICES			
NO.	DATE	DESCRIPTION	COST
1	4/2/24	Design Services (Preliminary and Final Design)	\$ 1,000.00
2	5/6/24	Design Services (Preliminary and Final Design)	\$ 11,910.00
3	6/6/24	Design Services (Preliminary and Final Design)	\$ 2,810.00
4	7/2/24	Design Services (Preliminary and Final Design)	\$ 3,880.00
5	8/2/24	Design Services (Preliminary and Final Design)	\$ 4,850.00
6	9/3/24	Design Services (Preliminary and Final Design)	\$ 4,850.00
7	9/5/25	Design Services (Preliminary and Final Design)	\$ 12,610.00
8	10/1/25	Design Services (Preliminary and Final Design)	\$ 5,820.00
9	11/3/25	Design Services (Preliminary and Final Design)	\$ 970.00
10	2/2/26	Design Services (Preliminary and Final Design)	\$ 9,700.00
11	2/26/26	Design Services (Preliminary and Final Design)	\$ 9,700.00
12	5/4/26	Design Services (Preliminary and Final Design)	\$ 12,350.00
13	6/3/26	Design Services (Preliminary and Final Design)	\$ 4,850.00
14	7/16/26	Design Services (Preliminary and Final Design)	\$ 19,400.00

TOTAL: \$ 104,700.00



**Infrastructure Systems
Management, LLC**
SPECIALIZED CONSULTING SERVICES

Park Utilization Appraisals			
NO.	DATE	DESCRIPTION	COST
1	3/2/26	Appaisals for Parks (9)	\$ 19,600.00

TOTAL: \$ 19,600.00



Public Services Committee

Meeting Date: October 27, 2026

Approve Additional Funding for ISM Services

Department:	Recreation & Parks
Presenter:	Tameka Williams, Director
Caption:	Motion to approve additional fees in the amount of \$379,795.19 for Infrastructure Systems Management, LLC for consultant services for Recreation & Parks Department (2023-2026).
Background:	On August 2, 2022, Augusta, Georgia entered into an agreement with Infrastructure Systems Management, LLC (ISM) to provide consultant services in support of capital project planning, management, and execution for the Augusta Recreation & Parks Department. The agreement has been renewed annually. Renewal for the final Year 5 is in process.
Analysis:	During the contract term, the department needed services beyond the agreement's scope on several projects, including design and/or testing for Big Oak Park, Newman Tennis Center, Jamestown Community Center, Fleming Tennis Center, Henry Brigham Center, and Diamond Lakes Regional Park, and appraisals for the parks utilization study. Department staff authorized ISM to engage subcontractors to perform this work, but funds were not added to the contract. In August 2026, ISM submitted a summary of 69 out-of-scope subcontractor invoices totaling \$379,795.19 for work performed between 2022 and 2026. This request is to approve payment to settle these outstanding invoices.
Financial Impact:	The total cost of the out-of-scope services is \$379,795.19. Funds are available from Recreation's American Rescue Plan Act project recaptures.
Alternatives:	No alternatives are recommended.
Recommendation:	Approve additional fees in the amount of \$379,795.19 for Infrastructure Systems Management, LLC for consultant services for Recreation & Parks Department (2023-2026).
Funds are available in the following accounts:	230101110-6011110
<u>REVIEWED AND APPROVED BY:</u>	N/A



Public Services Committee Meeting

October 27, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the October 13, 2026 minutes Public Services Committee Meeting.
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