



COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, August 20, 2024
2:00 PM

INVOCATION

Pastor Wesley Weatherford, Lead Pastor, Oasis Church

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

RECOGNITION(S)

A. **Congratulations!** 2024 July Years of Service (YOS) 25–50-year recipients.

DELEGATION(S)

B. **Mr. Rahman Bowick** regarding salaries and funding for Assistant Public Defenders and Client Services Advocates.

C. **Ms. Naomi A. Goolsby** regarding neighborhood new buildings.

D. **Mr. Al M. Gray** relative to "Patrick Henry's Augusta Warning".

E. **Mr. Brad E. Owens** Arts in the Heart Festival fees and local participation.

F. **Ms. Tarika Holland** on behalf of Rene Gordon -Manuscript, Music, & Mainstage, LLC request for funding.

CONSENT AGENDA

(Items 1-19)

PLANNING

- 1.** **Z-24-27** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Whyte David Holdings, LLC, on behalf of Clear Sky Richmond LLC, requesting a **rezoning** from **zone A (Agricultural) to zone LI (Light Industrial)** affecting properties containing approximately 7.42 acres located at 3928 Buck Road. Tax Map #029-0-014-00-0.
- 2.** **Z-24-28** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Allen Grinalds on behalf of ACP Services LLC, requesting a **rezoning** from **zone B-1 (Neighborhood Business) and B-2 (General Business) to zone B-2 (General Business)** affecting property containing approximately 1.96 acres located at **1369 Fifteenth Street**. Tax Map #045-4-162-00-0.

ADMINISTRATIVE SERVICES

- 3.** Motion to **approve** proceeding with the conceptual design costs for the electrical work for the 5th Street Marina with Johnson Laschober & Associates, P.C. (**Approved by Administrative Services Committee August 13, 2024**)
- 4.** Motion to **approve** submission of the Healthy Production Grant and authority for the Mayor, as Augusta, Georgia’s Certifying Official, to execute the documents. (**Approved by Administrative Services Committee August 13, 2024**)
- 5.** Motion to **approve** Marquis de La Fayette Historical Marker on Municipal Grounds. (**Approved by Administrative Services Committee August 13, 2024**)
- 6.** Motion to **approve** authorizing the Human Resources Department and the Administrator to meet and bring back a succession plan. (**Approved by Administrative Services Committee August 13, 2024**)

ENGINEERING SERVICES

- 7.** Motion to **approve** Change Order #1 for additional funding for additional construction services to the rehabilitation of Filter #4 at the Hicks Water Treatment Plant (PO No. 24AUA024). (Approved by Augusta Commission February 6, 2024) (**Approved by Engineering Services Committee August 13, 2024**)
- 8.** Motion to **approve** Change order #1 request to approve funding for additional services to the Grant Writing Services targeted at water and wastewater (PO No. 23AUA153). (Approved by Augusta Commission May 2, 2023) **Approved by Engineering Services Committee August 13, 2024**)
- 9.** Motion to **approve** Engineering Services Contract with Cranston LLC to provide services related to the Federal Energy Regulatory Commission (FERC) license for the Augusta Canal in the amount of \$384,610. (**Approved by Engineering Services Committee August 13, 2024**)
- 10.** Motion to **approve** the installation of six (6) speed humps along Tate Road between Bellemeade Drive and Gibson Drive per adopted Augusta speed hump policy. Approve construction funds in the amount of \$27,000. AE (**Approved by Engineering Services Committee August 13, 2024**)
- 11.** Motion to **approve** the installation of four (4) speed humps along London Blvd between Dublin Drive and Barton Chapel Road per adopted Augusta speed hump policy. Approve construction funds in the amount of \$18,000. AE (**Approved by Engineering Services Committee August 13, 2024**)
- 12.** Motion to **approve** and award “Augusta Streetlight/Outdoor Lighting Assessment and Upgrade Need” contract to Georgia Power. Also approved funding not to exceed a total of \$550,000 for completing Phase 1 Services (Augusta Owned Steetlighting Audit). Phase 1 services fee is \$90 per streetlight assembly. AE/RFQ #23-241 (**Approved by Engineering Services Committee August 13, 2024**)
- 13.** Motion to **approve** SA #2 Environmental Initial Phase Task Order (TO3) funding for Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$118,130 for Rocky Creek Improvements. 23LFL222 / 19-152 (**Approved by Engineering Services Committee August 13, 2024**)
- 14.** Motion to **approve** and award Preliminary Engineering Concept Phase (design phase1) of the Design Consultant Services Agreement to Cranston LLC (Cranston) in the amount of \$39,874.41 for the Jones Street Roadway & Alley Improvements Project. Award is contingent upon receipt of

signed agreement. AE/ RFQ 24-162 (**Approved by Engineering Services Committee August 13, 2024**)

- 15.** Motion to **approve** the sole source purchase from Peek Paving for thermoplastic restriping of Tobacco Rd between Deans Bridge Rd and Doug Bernard Pkwy and Plantation Rd between Peach Orchard Rd and Windsor Springs Rd. Also, Approve funds in the amount of \$180,850.00. AE (**Approved by Engineering Services Committee August 13, 2024**)

FINANCE

- 16.** Motion to **approve** resolution authorizing proceeding with the issuance by Augusta Georgia of its water and sewerage revenue bonds in order refund outstanding debt (Water and Sewer bonds, Series 2012 and 2014) of Augusta, Georgia relating to the water and sewerage system. (**Approved by Finance Committee August 13, 2024**)
- 17.** Motion to **approve** scheduling a worksession with The Augusta Commission and the Local Legislative Delegation to discuss the Hotel Motel Tax. (**Approved by Finance Committee August 13, 2024**)
- 18.** Motion to **approve** referring this matter (**of reimbursing the Mayor for his expenditures and to require the Mayor to use a city-issued credit card with a \$15,000 credit limit (Requested by Commissioner Wayne Guilfoyle)**) to the next Finance Committee meeting and tasking the Administrator, the Finance Director, the Procurement Director, a representative from the Law Department if necessary and a representative from the Mayor's Office to meet and come back with a resolution of the matter. (**Approved by Finance Committee August 13, 2024**)

PETITIONS AND COMMUNICATIONS

- 19.** Motion to **approve** the minutes of the **August 6, 2024** regular meeting and Special Called Meeting held **August 13, 2024** of the Augusta Commission.

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

**AUGUSTA COMMISSION
REGULAR AGENDA**

(Items 20-36)

PUBLIC SERVICES

- 20.** A.N. 24-37 - **New Location: Consumption on Premises Liquor, Beer and Wine with Sunday Sales, Renatta Early** Applicant located at 1370 Gordon Highway. District 1, Super District 9. (**Lack committee meeting quorum August 13, 2024**)
- 21.** A.N. 24-38 – **Existing Location, New Ownership: Retail Package Beer and Wine, Deep Patel** applicant, located at 1502 Central Avenue. District 1, Super District 9. (**Lack committee quorum August 13, 2024**)
- 22.** Motion to **approve** Change Order #2 to the construction contract with R.W. Allen Construction, LLC in the amount of a \$48,000.00. Approved by the Augusta Aviation Commission on July 25, 2024. (**Lack committee quorum August 13, 2024**)

- 23.** Motion to **approve** directing the Planning and Development Department to provide data regarding alcohol licenses for off-premise consumption, specifically for package shops and liquor stores and to research the separation/distance requirements for off-premise alcohol consumption businesses. **(Requested by Commissioner Stacy Pulliam) (Lack committee quorum August 13, 2024)**
- 24.** Consider a request by Ms. Bridget R. Lynch for a waiver of the fee for the use of the Augusta Commons for a fundraising event for The Fatty Marsha Foundation (501C3).**(Lack committee quorum August 13, 2024)**

FINANCE

- 25.** Motion to **reimburse** the Mayor for expenditures that was incurred on behalf of Augusta Richmond County. **(Requested by Commissioner Wayne Guilfoyle)**

PUBLIC SAFETY

- 26.** Motion to **award** RFP 24-191 Janitorial Service for Augusta Fire Department Administration Building to Immaculate Facilities Group, LLC and authorize the mayor to sign all appropriate documentation. The contract is for a two (2) year award with an option to extend for three (3) additional one (1) year terms.**(Lacked committee quorum August 13, 2024)**
- 27.** Motion to approve a **\$18,790** increase to the \$40,000 Delinquency Prevention Grant previously awarded to the Juvenile Court for FY24. **(Lacked committee quorum August 13, 2024)**
- 28.** Motion to approve award of a Professional Services Agreement for Next Generation 9-1-1 Geographic Information System support under RFP #24-167 to Mission Critical Partners, LLC, in the amount of \$104,480.00 and approve transfer from E911 fund balance to the 2024 E911 operating budget in the amount of \$24,480.00 for the project.**(Lacked committee quorum August 13, 2024)**
- 29.** Motion to **approve** the Mutual Aid Agreement between Augusta, Georgia and Harlem, Georgia and to authorize the mayor to execute the appropriate documents.**(Lacked committee quorum August 13, 2024)**
- 30.** Motion to **approve** purchase of new screening equipment under the previously approved OPB Grant Program by Rohde Schwarz in the amount of \$525,715.**(Lacked committee quorum August 13, 2024)**
- 31.** Motion to **approve** security upgrades under the previously approved OPB grant by A3 Communications in the amount of \$61,383.75**(Lacked committee quorum August 13, 2024)**
- 32.** Task the Administrator/staff with preparing a report going back for a five-year period to the present with information regarding how many animal adoptions have occurred, how many spay/neuter procedures have been performed and how many animals have been euthanized. **(Requested by Commissioner Wayne Guilfoyle) (Lacked committee quorum August 13, 2024)**
- 33.** Motion to **approve** a \$5,000 Juvenile Justice Delinquency Prevention Mini Grant to the Juvenile Court.**(Lacked committee quorum August 13, 2024)**
- 34.** **Approve** contract renewal with AT&T to provide upgraded flexibility, increased speed and reduce operating costs.**(Lacked committee quorum August 13, 2024)**

ADMINISTRATOR

- 35.** Motion to **approve** the proposed 2024 millage rate.

LEGAL MEETING

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



Commission Meeting

August 20, 2024

Years of Service

Department:	N/A
Presenter:	N/A
Caption:	Congratulations! 2024 July Years of Service (YOS) 25–50-year recipients.
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



HUMAN RESOURCES DEPARTMENT

Item A.

Suite 400 - Municipal Building
535 Telfair Street - Augusta, GA 30901
Phone (706) 821-2303 Fax (706) 821-2867
www.augustaga.gov

July 31, 2024

Department Directors & Elected Officials,

The Commission on June 16, 2009, adopted the Augusta-Richmond County Employee Incentive Awards Program (EIAP). The program provides a number of initiatives that have been designed to show our appreciation for our dedicated and loyal employees. The ability to recognize and honor our employees' longevity has been established through our new Years of Service (YOS) program. A complete description of the EIAP and its operating procedures is located on the Human Resources site at http://augwebv017:8080/EmployeeResources/hrcitynet/default.aspx.

We are pleased to advise you that for the month of July 2024, the following employee(s) have attained their anniversary date in recognition of 25-50 years of dedicated service and are now eligible to receive their Years of Service pin and plaque:

Table with 4 columns: FIRST, LAST, DEPARTMENT, YOS. Rows include Donna Williams (Finance Department, 45 YOS), Terry Anthony (Utilities, 30 YOS), Timothy Rzasa (Sheriff's Office, 30 YOS), Nicholas Costello (Fire Department, 30 YOS), Patrick Ivey (Fire Department, 30 YOS), and Kevin Woolsey (Airport, 30 YOS).

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for Tuesday, August 20, 2024, for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. All persons to be recognized should be in the Commission Chambers by 1:45 p.m.

Please let us know whether the employee will or will not attend by contacting me by phone at (706) 826-1376 or via e-mail at tbacote@augustaga.gov, by Friday, August 16, 2024, 12:00 Noon. Your support and cooperation are much appreciated.

With regards,
Anita Rookard, HR Director
/tnb

cc: Mayor Garnett Johnson
Takiyah A. Douse, Interim Administrator
Lena Bonner, Clerk of Commission



Commission Meeting

August 20, 2024

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Rahmaan Bowick regarding salaries and funding for Assistant Public Defenders and Client Services Advocates.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/>	Commission	Date of Meeting	August 20, 2024
<input type="checkbox"/>	Public Safety Committee	Date of Meeting	_____
<input type="checkbox"/>	Public Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Engineering Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: Rahmaan Bowick

Address: 902 Greene Street, Augusta, GA 30901

Telephone Number: 706-312-5105

Fax Number: 706-842-1332

E-Mail Address: rbowick@augustaga.gov

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

Salaries for Assistant Public Defenders

Funding for Client Services Advocates

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Suite 220 Municipal Building	E-Mail Address: nmorawski@augustaga.gov
535 Telfair Street	
Augusta, GA 30901	

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



Commission Meeting

August 20, 2024

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Naomi A. Goolsby regarding neighborhood new buildings.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

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

<input checked="" type="checkbox"/>	Commission	Date of Meeting	8/20/2024
<input type="checkbox"/>	Public Safety Committee	Date of Meeting	_____
<input type="checkbox"/>	Public Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Engineering Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: Naomi A. Goolsby
Address: 825 Spruce St Augusta GA 30901
Telephone Number: ~~216 280 7382~~ 216 280 7382
Fax Number: _____
E-Mail Address: naYGools@yahoo.com

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

* ~~Ordinance # 1122 overwalk Part II~~
* ~~Gas Stations Corner Stores Part II~~
My Neighborhood Newbuilds

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Suite 220 Municipal Building	E-Mail Address: nmorawski@augustaga.gov
535 Telfair Street	
Augusta, GA 30901	

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



Commission Meeting

August 20, 2024

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Al M. Gray relative to "Patrick Henry's Augusta Warning".
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month - 5:00 p.m.
Committee meetings: Second and last Mondays of each month - 12:45 to 2:15 p.m.

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

<input checked="" type="checkbox"/>	Commission	Date of Meeting	August 20, 2024
<input type="checkbox"/>	Public Safety Committee	Date of Meeting	_____
<input type="checkbox"/>	Public Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Engineering Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: Al M. Gray
 Address: 2573 Salem Church Road Lincoln, GA 30817
 Telephone Number: 706-359-3122
 Fax Number: -
 E-Mail Address: MANJARROWS@NU-Z.NET

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

Patrick Henry's Augusta Warning
Reopening the Convention Center to SAVE Liberty

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Room 806 Municipal Building	E-Mail Address: lbonner@augustaga.gov
530 Greene Street	
Augusta, GA 30911	

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.



Commission Meeting

August 20, 2024

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Brad E. Owens Arts in the Heart Festival fees and local participation.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

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

<input checked="" type="checkbox"/>	Commission	Date of Meeting	<u>20 AUG 24</u>
<input type="checkbox"/>	Public Safety Committee	Date of Meeting	_____
<input type="checkbox"/>	Public Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Engineering Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: Bradley E. Owens
Address: 1425 Hickman Road, Augusta GA 30904
Telephone Number: 706-799-7062
Fax Number: N/A
E-Mail Address: bradleyowens@gmail.com

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

Arts in the Heart festival fees and local participation

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Suite 220 Municipal Building	E-Mail Address: nmorawski@augustaga.gov
535 Telfair Street	
Augusta, GA 30901	

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

Nancy Morawski

From: Brad Owens <bradleyowens@gmail.com>
Sent: Tuesday, August 13, 2024 4:41 PM
To: Nancy Morawski
Subject: [EXTERNAL] Delegation request for 20 AUG 24
Attachments: Request for 20 AUG 24.pdf

To Whom It MAAy Concern,

Please find attached the request to appear at the 20 AUG 2024 regular commission meeting to address concerns about Arts in the Heart festival, and the public funds allocated to support this private event.

--

Bradley E. Owens
bradleyowens@gmail.com
+1-706-799-7062

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]



Commission Meeting

August 20, 2024

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Ms. Tarika Holland on behalf of Rene Gordon -Manuscript, Music, & Mainstage, LLC request for funding.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/>	Commission	Date of Meeting	September 20, 2024
<input type="checkbox"/>	Public Safety Committee	Date of Meeting	_____
<input type="checkbox"/>	Public Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Engineering Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: Tarika Holland on behalf of René Gordon-Manuscripts, Music, & Mainstage, LLC
 Address: 609 Sea Isle Dr Augusta GA 30901
 Telephone Number: 706-799-8887
 Fax Number: _____
 E-Mail Address: hollandtarika@gmail.com

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

Submit proposal for funding request to subsidize production costs of the play
Our Love Story: Echoes of Love

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Suite 220 Municipal Building	E-Mail Address: nmorawski@augustaga.gov
535 Telfair Street	
Augusta, GA 30901	

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

Nancy Morawski

From: René Gordon <manuscriptsmusicmainstage@gmail.com>
Sent: Tuesday, August 13, 2024 12:24 PM
To: Nancy Morawski
Subject: [EXTERNAL] Agenda request form Manuscripts Music & Mainstage, LLC
Attachments: AgendaltmRequestForm-MMM.pdf

Hello Ms Bonner,

I am René Gordon of
Manuscripts, Music, & Mainstage, LLC.

Please see the attached Commission Agenda Item Request form.

My delegate, Tarika Holland, will be presenting the topic on my behalf. She will have a presentation with her to share and discuss for our agenda item.

Please let me know if you have any questions or if you need anything else from me.

My address is 4581 Alder Dr, Port Orange FL 32127 and phone is 407-702-9797 in case you need to reach me.

Thank you,
René Gordon
Manuscripts, Music, & Mainstage , LLC
<https://manuscriptsmusicandmainstagell.goddadysites.com>
407-702-9797

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]



Commission Meeting

August 20, 2024

Item Name: **Z-24-27**

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	Z-24-27 – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Whyte David Holdings, LLC, on behalf of Clear Sky Richmond LLC, requesting a rezoning from zone A (Agricultural) to zone LI (Light Industrial) affecting properties containing approximately 7.42 acres located at 3928 Buck Road. Tax Map #029-0-014-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. A business license shall not be issued prior to the proposed development receiving site plan approval. 2. Prior to submittal for site plan approval a recorded easement from Clear Sky Drive to the property shall be obtained. 3. Plan submitted for site plan approval shall address stormwater impacts to the Arsenal, including mitigation of any flows discharged from the 475 Clear Sky Drive property pond. 4. The development shall provide a thirty (30) foot natural buffer on all sides of the property except the north property line. 5. Any lighting for the development shall be pointed downward and directed away from any adjoining residential properties. 6. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. Site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property. 7. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, including the tree ordinance at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: August 5, 2024
Case Number: Z-24-27

Applicant: Whyte David Holdings, LLC
Property Owner: Clear Sky Richmond, LLC
Property Address: 3928 Buck Road
Tax Parcel No: 029-0-014-00-0
Fort Eisenhower Notification Required: N/A
Commission District: District 3: Catherine Smith
McKnight
Super District 10: Wayne Guilfoyle



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from A (Agriculture) to LI (Light Industry)	Boat and Recreational Vehicle Storage	Section 23-1

SUMMARY OF REQUEST:

The petition seeks to rezone 7.42 acres of Agricultural zoned property to Light Industrial. The property is situated on the Augusta-Richmond County/Columbia County line. The applicant proposes to clear the middle of the wooded property consisting of approximately 3.5 acres for a gravel parking lot to store boats and recreational vehicles.

COMPREHENSIVE PLAN CONSISTENCY:

The property is located within the Belair Character Area. The vision for Belair Character Area is a suburban area with medium-density residential development and well-planned communities. Congestion and high density are to be avoided within the Harper Franklin Drive at Jimmy Dyess Parkway area. Interstate interchanges, frontage roads and other identified nodes are home to new commercial and light industrial/warehousing development.

FINDINGS:

1. There are no previous zoning cases.
2. The northern most property line is also the boundary between August-Richmond County and Columbia County
3. Public water is available from Columbia County. The applicant does not anticipate the need for water or sanitary sewer for the property.

4. The proposed development does not have direct access to Buck Road and would gain access from Belair Frontage Road to the north in Columbia County via an easement road named Clear Sky Drive. Belair Frontage Road is classified as a collector road.
5. No public transit is available within a half a mile of the property.
6. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
7. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
8. The adjacent property to the north in Columbia County has an existing 150,00 square foot industrial building. The property to the northeast is zoned Agriculture (A) with the New Passion Church's baseball field. The property to the east is zoned Agriculture (A) with the City of Augusta's Arsenal Soccer Club fields. The property to the south is zoned Agriculture (A) with a manufactured home and the properties to the west are zoned Residential Mobil Home (R-MH) with a single-family home and manufactured home located on them.
9. The proposed boat and recreational vehicle storage does not propose to construct any structures on the property. It will be a gravel parking lot.
10. The boat and RV storage yard will only be accessible by a keypad entry.
11. The conceptual site plan submitted with the application shows a 6 foot privacy fence being placed along the property line where the existing residential properties are located.
12. The applicant proposes to provide a thirty (30) foot natural buffer on all sides of the property except the front.
13. With the property gaining access to Belair Frontage Road, the proposed rezoning of the property to Light Industrial (LI) is consistent with aspects of the 2023 Comprehensive Plan as interstate interchanges, frontage roads and other identified nodes are home to new commercial and light industrial/warehousing development.
14. Staff has not received any inquiries concerning this rezoning application as of the completion of this staff report.

ENGINEERING/UTILITIES COMMENTS:

Engineering Comments:

- The previous development located at 475 Clear Sky Dr. in Columbia County caused significant flooding at the Arsenal Soccer Fields that took a lot of effort to mitigate. As this property is adjacent and closer, not only will any development need to address stormwater impacts to the Arsenal but also mitigate any flows discharged from the 475 Clear Sky Dr. property pond.

Traffic Engineering Comments:

- None received at this time

Utilities Comments:

- None received at this time

RECOMMENDATION: The Planning Commission recommends **APPROVAL** of the rezoning request to LI (Light Industrial) with the following conditions:

1. A business license shall not be issued prior to the proposed development receiving site plan approval.
2. Prior to submittal for site plan approval a recorded easement from Clear Sky Drive to the property shall be obtained.
3. Plan submitted for site plan approval shall address stormwater impacts to the Arsenal, including mitigation of any flows discharged from the 475 Clear Sky Drive property pond.
4. The development shall provide a thirty (30) foot natural buffer on all sides of the property except the north property line.
5. Any lighting for the development shall be pointed downward and directed away from any adjoining residential properties.
6. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. Site plan approval in compliance with the Site Plan Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property.
7. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, including the tree ordinance at the time of development.

NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

Project Narrative

**3928 Buck Rd,
Augusta GA 30909**

I. Background and General Information

3928 Buck Road is an existing parcel in Richmond County, Georgia which consists of 7.42 acres of land. The property is identified as Richmond County Parcel # 029-0-014-00-0.

The property sits on the Richmond/Columbia County line and is landlocked to Richmond County. Although the property has a Buck Rd address the only access to the property comes from Clear Sky Dr off Belair Frontage Rd in Columbia County. Also, sewer and water utilities are only available from Columbia County.

The adjacent properties includes, 150,000sf industrial building to the North, New Passion Church's baseball field to the East, Augusta Arsenal Soccer Club to the South and three residential lots to the West.

A map of the site and surrounding area is provided below.

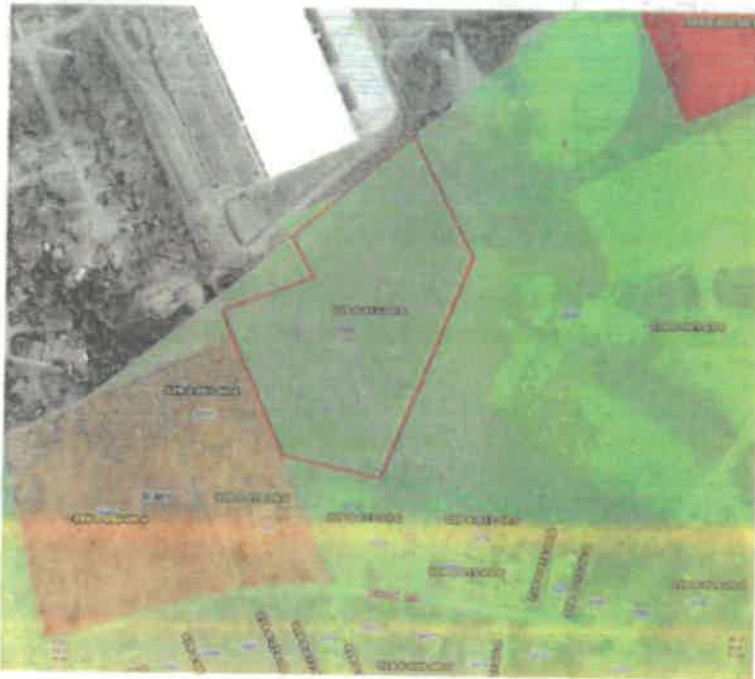


II. Zoning and Land Use

The site is currently zoned A: Agriculture. The property is currently bounded by Agriculture zoning to the east and south and MH zoning to the west.

Based on the size and location of the property, there will be very little visibility between the Boat and RV storage operation and the surrounding properties. The existing wooded portions of the site will remain undisturbed except for the center portion of the property as shown on the site plan. The Boat and RV storage will only be open to paying customers with low impact traffic, so any potential effects to the surrounding properties will be minimal if any.

A zoning map of the site and surrounding area is provided below.



III. Existing Conditions

The existing condition of the site is undisturbed.

IV. Utilities

All utilities will be coming from Columbia County.

V. Floodplain Management

There are no flood zones located on this parcel but state waters are present but will not be affected by the development. The portion of the property affected by state waters will act as additional buffer between the development and the residential lots to the west.

VI. Development Plans

The proposed plan is to develop roughly half of the property for the purposes of Boat and RV storage, while preserving the natural areas adjacent to all residentially zoned property. Roughly a 3.5ac portion of the western half of the property will be cleared to provide for approximately 106 parking stalls with a mix of 12'x40' stalls and 12'x30' stalls. A 6 feet fence will be constructed along the western property line and continuing along the southern property line to provide an additional buffer between the parking lot and the residential houses to the west and south.



VII. Setbacks & Buffers

The proposed minimum building lines (i.e. setbacks) and buffers which are shown on the LI site plan for the property and are summarized below.

Minimum Building Lines

Front: 30-feet from LI zone

Side: 30-feet

Rear: 30-feet

Buffers

Front: None

Side: 30-foot natural buffer

Rear: 30-foot natural buffer

VIII. Architecture

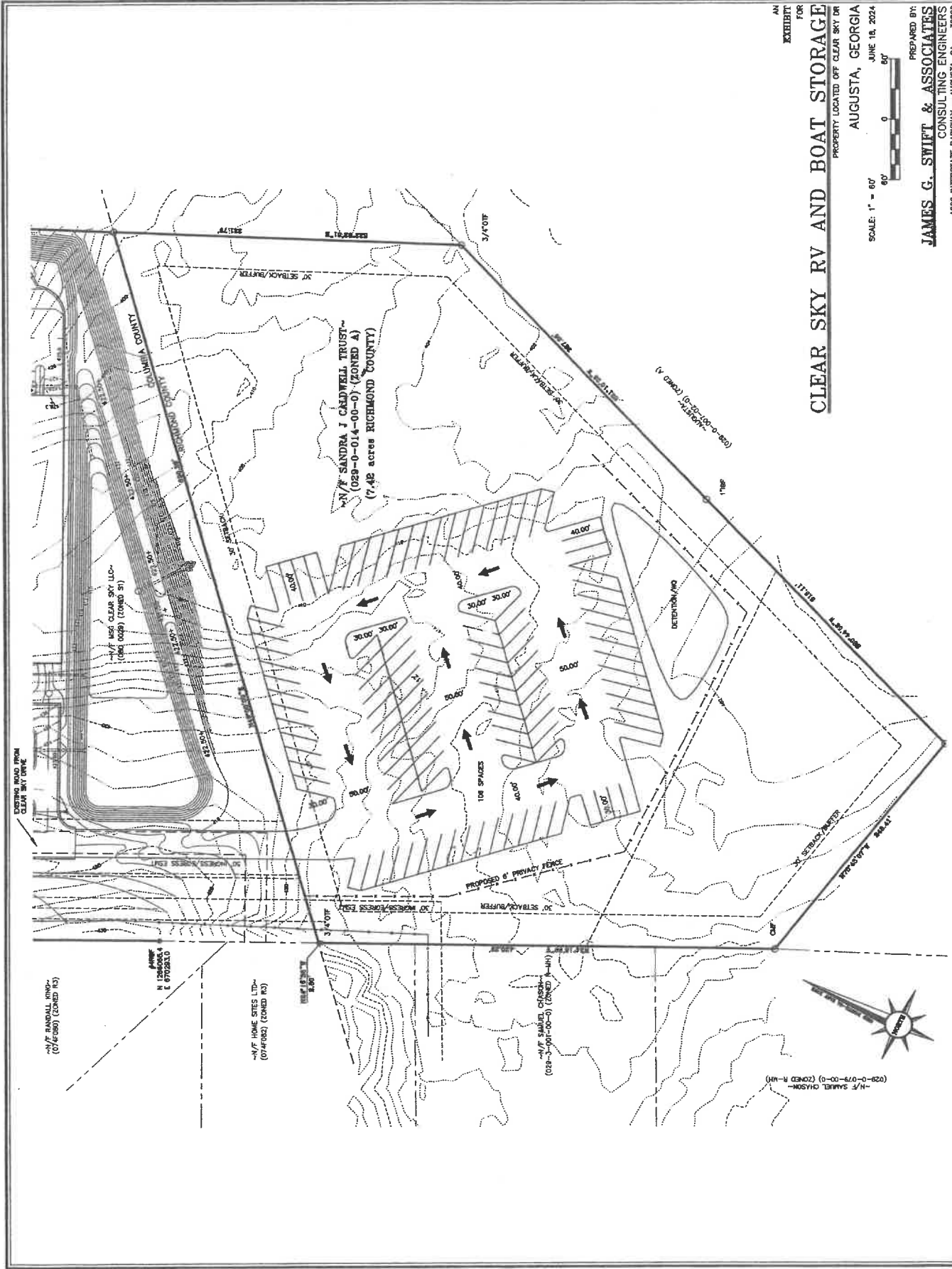
The Property is currently vacate land. The proposed project would clear roughly 3.5acs of the lot for a gravel parking lot.

IX. Days and Hours of Operation

The site will operate 24/7 but will only be accessible by keypad entry by paying customers.

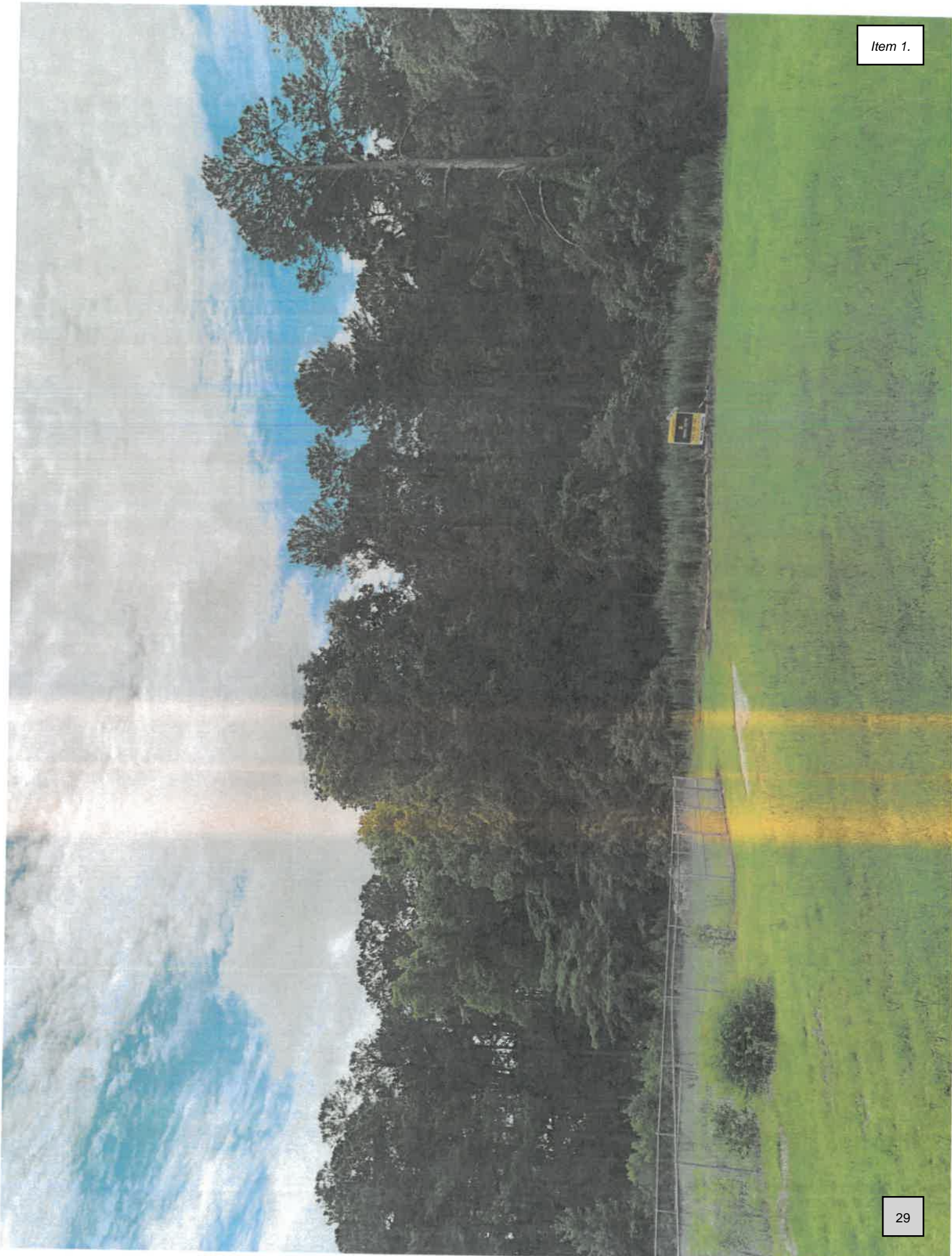
X. Estimated Development Schedule

<u>Project Milestone</u>	<u>Date</u>
Submit LI Zoning Modification Request	June 24, 2024
Anticipate Zoning Approval	August 19, 2024
Begin Site Improvements	Oct – Nov 2024
Complete Construction	Jan 2025



AN EXHIBIT FOR
CLEAR SKY RV AND BOAT STORAGE
 PROPERTY LOCATED OFF CLEAR SKY DR
 AUGUSTA, GEORGIA
 JUNE 18, 2024
 SCALE: 1" = 60'
 0 60' 60'

PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
 CONSULTING ENGINEERS
 1208 INTERSTATE PARKWAY - AUGUSTA, GA. - 30609
 Phone: (706) 866-8803



Item 1.




Planning Commission
Z-24-27
August 5, 2024

3928 Buck Road

Aerial


Legend

 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street, Suite 300
Augusta, GA 30901
7/16/2024 9:22:178

Item 1.



This aerial photograph is 100% true color and not colorized. No colorized images or false color images are permitted. Any use of this information for purposes not intended by the City of Augusta is prohibited. The City of Augusta is not responsible for any errors or omissions in this information. The City of Augusta is not responsible for any damage or loss resulting from the use of this information. The City of Augusta is not responsible for any liability arising from the use of this information. The City of Augusta is not responsible for any other consequences of the use of this information.




Request: A rezoning from zone A (Agricultural) to zone LI (Light Industrial) affecting properties containing approximately 7.42 acres located at 3928 Buck Road.
Name: Whyte David Holdings, LLC, on behalf of Clear Sky Richmond LLC
Parcels: 029-0-014-00-0

**Planning Commission
Z-24-27
August 5, 2024**


3928 Buck Road


Current Zoning

Legend


 Subject Property

Zoning Classification

 A: Agriculture

 B-2: General Business

 R-MH: Manufactured Home

 Residential



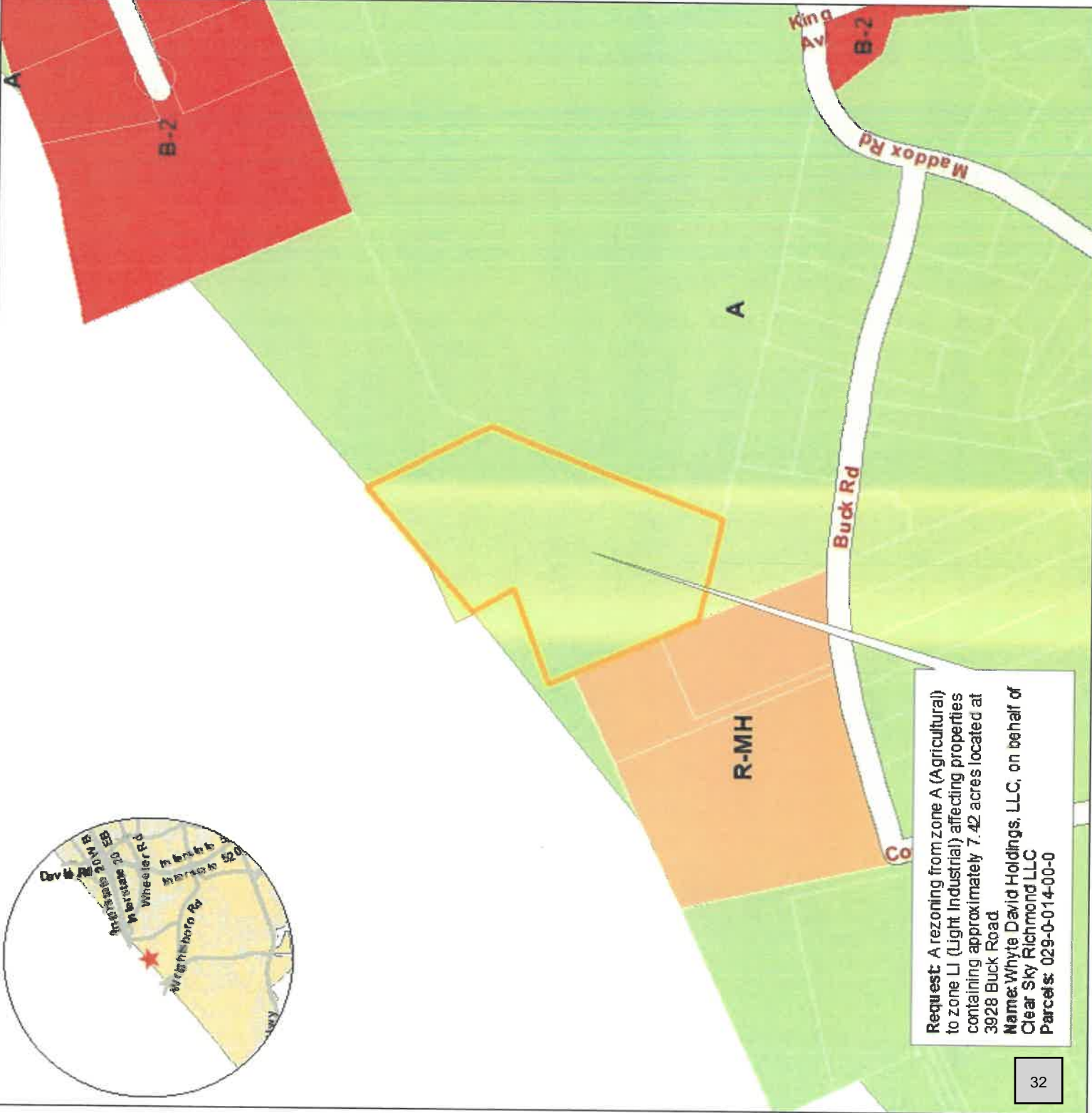
Produced By: City of Augusta
Planning & Development Department
535 Taylor Street Suite 300
Augusta, GA 30901
7/18/2024 q22178

This document is prepared for the City of Augusta, Georgia. It is not intended to be used for any other purpose. The City of Augusta, Georgia, is not responsible for any errors or omissions in this document. The City of Augusta, Georgia, is not responsible for any actions taken by any other party based on this document. The City of Augusta, Georgia, is not responsible for any actions taken by any other party based on this document.

Item 1.



0 500 Feet



Request: A rezoning from zone A (Agricultural) to zone LI (Light Industrial) affecting properties containing approximately 7.42 acres located at 3928 Buck Road
Name: Whyte David Holdings, LLC, on behalf of Clear Sky Richmond LLC
Parcels: 029-0-014-00-0

Planning Commission
Z-24-27
August 5, 2024

3928 Buck Road

Future Zoning

Legend

Subject Property

Zoning Classification

- A: Agriculture
- B-2: General Business
- R-MH: Manufactured Home Residential
- LI: Light Industry



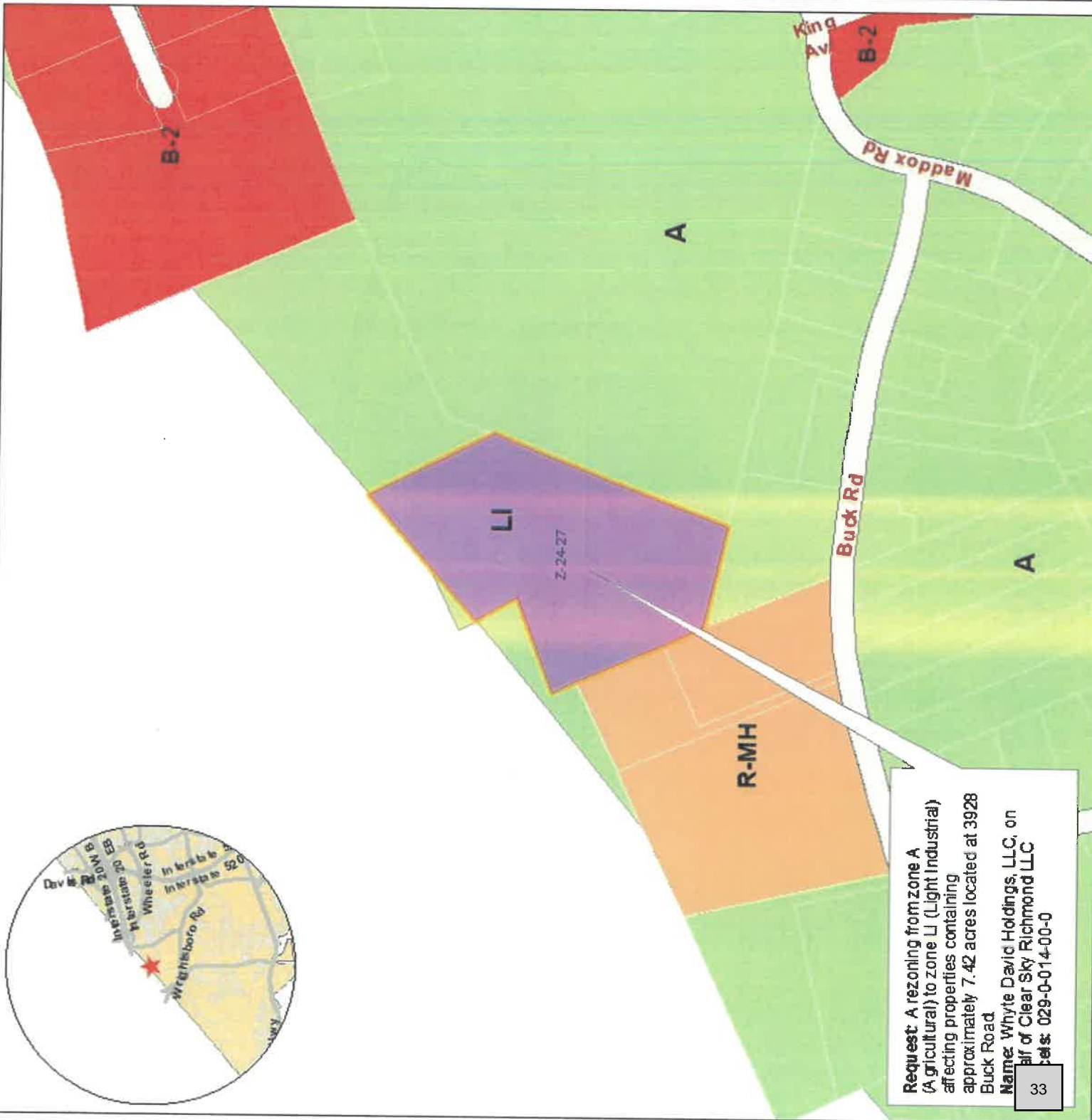
Produced By: City of Augusta
 Planning & Development Department
 535 Telfair Street, Suite 300
 Augusta, GA 30901
 7/16/2024 422178

This plan is prepared for the use of the City of Augusta, Georgia. It is not to be used for any other purpose without the express written consent of the City of Augusta. The City of Augusta is not responsible for any errors or omissions in this plan. The City of Augusta is not responsible for any actions taken by any other party based on this plan. The City of Augusta is not responsible for any actions taken by any other party based on this plan. The City of Augusta is not responsible for any actions taken by any other party based on this plan.

Item 1.



0 500 Feet



Request: A rezoning from zone A (Agricultural) to zone LI (Light Industrial) affecting properties containing approximately 7.42 acres located at 3928 Buck Road.
Name: Whyte David Holdings, LLC, on behalf of Clear Sky Richmond LLC
 Pels: 029-0-014-00-0



Commission Meeting

August 20, 2024

Item Name: Z-24-28

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-24-28</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Allen Grinalds on behalf of ACP Services LLC, requesting a rezoning from zone B-1 (Neighborhood Business) and B-2 (General Business) to zone B-2 (General Business) affecting property containing approximately 1.96 acres located at 1369 Fifteenth Street. Tax Map #045-4-162-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Storage of 18-wheel trucks will not be permitted on the property. 2. All storage must be contained within a fully enclosed building. 3. A 6ft privacy fence must be installed along the southwest and northeast property lines that are adjacent to residentially used properties. 4. Thirty Percent (30%) of the total area of the property shall be in tree canopy pursuant to the Augusta Tree Ordinance. 5. In the event that trees cannot be planted on the site or in the proper location on the site due to hardship, a variance of the Tree Commission may be applied for. The variance request shall include: the variance fee, as set forth by Augusta, GA, a letter explaining the need for the variance, a mitigation package at a rate of two trees for every tree not planted on the site, (trees will be planted at another location on the site or at a location as set forth by the Augusta Tree Commission), and a Tree Establishment Bond in the amount of five hundred dollars (\$500) per tree in the mitigation package. In lieu of the mitigation package, a fee in the amount of one thousand five hundred dollars (\$1,500) per tree to be mitigated shall be payable to Augusta Georgia and deposited in a separate Tree Landscaping Account for placement of or replacement of trees within the City.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: August 5, 2024

Case Number: Z-24-28

Applicant: Allen Grinalds

Property Owner: ACP Services LLC

Property Address: 1369 Fifteenth St.

Tax Parcel No(s): 045-4-162-00-0

Current Zoning: B-1 (Neighborhood Business)

& B-2 (General Business)

Fort Eisenhower Notification Required: N/A

Commission District 1: Jordan Johnson

Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from B-1 (Neighborhood Business) and B-2 (General Business) to LI (Light Industry)	Warehouse	Section 23

SUMMARY OF REQUEST:

The petition seeks to rezone 1.96 acres. The property contains an approximately 81,022 square foot warehouse storage building and tractor trailer parking for John Turner Transportation Company. The request to change the zoning from B-1 (Neighborhood Business) and B-2 (General Business) to LI (Light Industry) is to continue to utilize the property for industrial purposes.

COMPREHENSIVE PLAN CONSISTENCY:

This property is part of the Old Augusta Character Area. The 2023 Comprehensive Plan’s vision for the Old Augusta Character Area states that underutilized parcels should be redeveloped in a manner consistent with the overall vision and with respect for existing development patterns and the historic architecture in the area. Additionally, new development should respect the scale, massing, architecture, of the existing historic structures and acknowledge stable neighborhoods with long term property ownership.

FINDINGS:

1. There is a warehouse storage business currently operating on the property with no current business license.
2. This property has an active Code Enforcement case for improper maintenance of the building and the exterior areas.
3. The adjacent properties to the east and west are residentially used.
4. Adjacent zoning: West: B-1 (Neighborhood Business) and P-1 (Professional) East: LI (Light Industrial) North: B-1 (Neighborhood Business), R-2 (Two-Family Residential), and LI (Light Industry) South: LI (Light Industry).

5. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, both Fifteenth Street and Wrightsboro Road are classified as Principal Arterial roads.
6. According to the FEMA Flood Insurance Rate Maps (FIRM), the property is not located within a Special Flood Hazard Area.
7. Public water and sewer are present in the area.
8. According to Augusta-Richmond County GIS data, there are no wetlands located on the property.
9. As of July 22, 2024, staff have not received any inquiries regarding the petition.

RECOMMENDATION: The Planning Commission recommends **APPROVAL** of the zoning request to rezone the property to B-2 (General Business) with the following conditions:

1. Storage of 18-wheel trucks will not be permitted on the property.
2. All storage must be contained within a fully enclosed building.
3. A 6ft privacy fence must be installed along the southwest and northeast property lines that are adjacent to residentially used properties.
4. Thirty Percent (30%) of the total area of the property shall be in tree canopy pursuant to the Augusta Tree Ordinance.
5. In the event that trees cannot be planted on the site or in the proper location on the site due to hardship, a variance of the Tree Commission may be applied for. The variance request shall include: the variance fee, as set forth by Augusta, GA, a letter explaining the need for the variance, a mitigation package at a rate of two trees for every tree not planted on the site, (trees will be planted at another location on the site or at a location as set forth by the Augusta Tree Commission), and a Tree Establishment Bond in the amount of five hundred dollars (\$500) per tree in the mitigation package. In lieu of the mitigation package, a fee in the amount of one thousand five hundred dollars (\$1,500) per tree to be mitigated shall be payable to Augusta Georgia and deposited in a separate Tree Landscaping Account for placement of or replacement of trees within the City.

NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

LETTER OF INTENT

7 June 2024

To: Augusta Georgia Department of Planning and Development

From: ACP Services LLC

Subject: Rezoning Application for 1369 Fifteenth Street, Parcel # 045-4-162-00-0

Background:

ACP Services purchased the subject property November, 2022 from an affiliated entity, which was previously purchased from East Georgia Easter Seals, along with the warehouse across the street at 1500 Wrightsboro Road in October 2021.

Zoning:

The subject property is currently zoned both B1 and B2. At the original time of purchase from East Georgia Easter Seals, 1500 Wrightsboro Road was zoned LI, and remains LI presently. The owner inherited the tenant at the subject property, John Turner Transportation Company, whose offices are currently located at 1494 Wrightsboro Road, within 100 yards of the subject property and adjacent to 1500 Wrightsboro Road.

History:

The property was originally utilized by Earthgrains Baking Company as the company maintenance facility for its delivery vehicles until the sale of the property to East Georgia Easter Seals in July 1997. From 1997 until present day, the property has been utilized for various light industrial purposes, including its current use as warehouse storage and tractor trailer parking for John Turner Transportation Company.

Justification:

The current owner of the subject property is applying for rezoning so that the assigned rezoning comports with the actual historical and present use of the property. The current owner has also had multiple inquiries for the possible light industrial redevelopment of the property, but is unable to move forward due to current use zoning restrictions associated with B1 / B2. The Owner is not proposing the addition of any new structures or improvements to existing structures at this time. Approval of this rezoning would eliminate the current split zoning of the parcel as it exists today.

Sincerely,



Allen Grinalds

Manager, ACP Services LLC

COLONIAL BAKING COMPANY of AUGUSTA

PLAT

SUBDIVISION PROPERTY LOCATED IN THE CITY OF AUGUSTA
RICHMOND COUNTY, GEORGIA
SCALE 1" = 50'
TAPD ADDED SEPTEMBER 28, 1968
SEPTEMBER 12, 1968
Prepared by
ROBERT L. HERRINGTON, JR.
DA. REG. LAND SURVEYOR NO. 1021
P. O. BOX 1414
MARIETTA, GEORGIA
30017



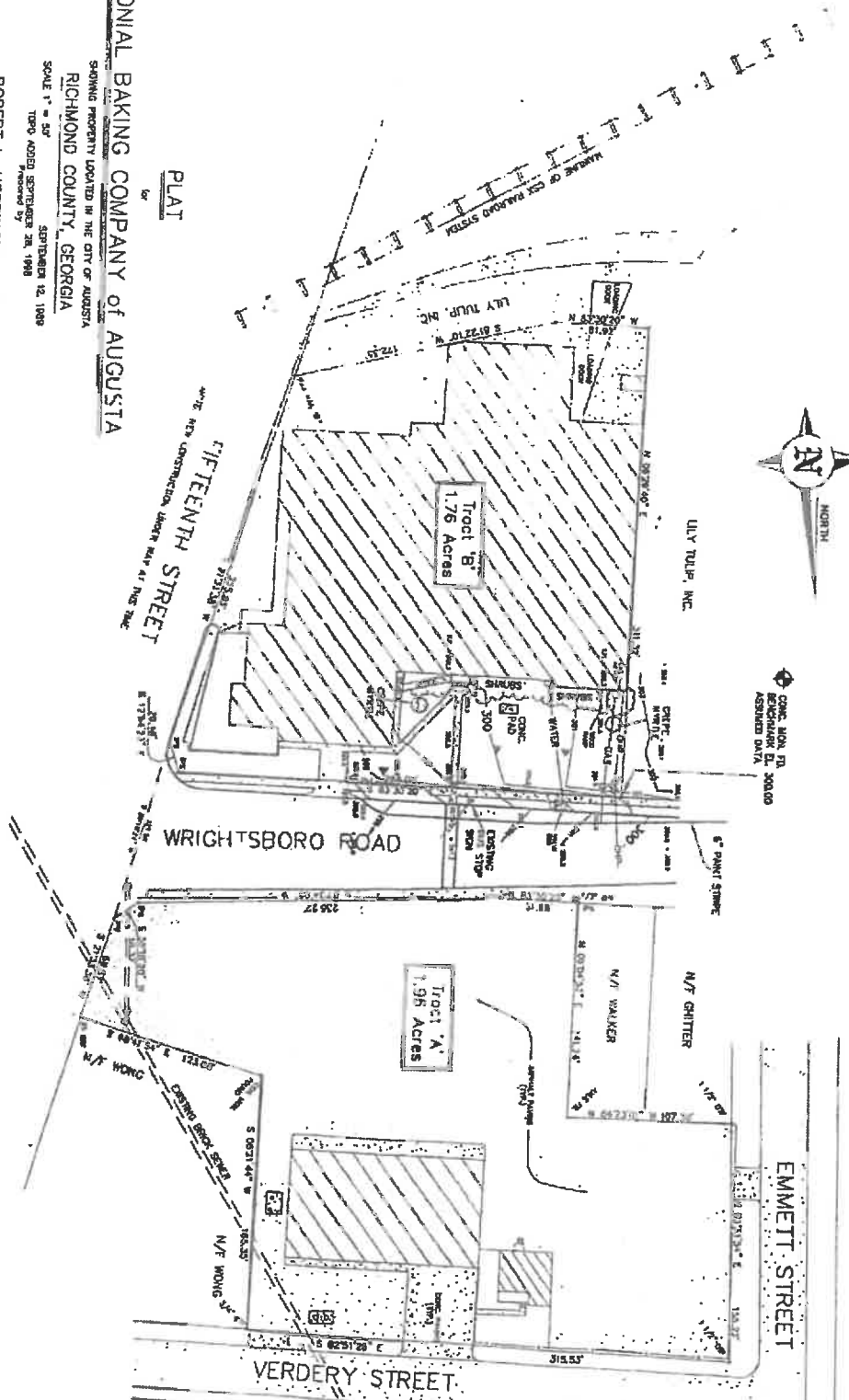
NOTE: THIS IS A COPY ALONG WITH THE SET OF WRIGHTSBORO ROAD AND WEST SIDE OF 15TH STREET IN FRONT OF ROAD DEED RECORDED IN REALTY FILE NO. 1193-1192

EXHIBIT LINES

- ELECTRIC TRANSMISSION
- TELEPHONE TRANSMISSION
- WATER MAINS
- GAS MAINS
- SEWER MAINS
- FIRE HYDRANTS

LEGEND

- ▨ - 1/2" SECTIONAL PLAT SET
- ▧ - 1/4" SECTIONAL PLAT SET
- ▩ - 1/8" SECTIONAL PLAT SET
- - 1/16" SECTIONAL PLAT SET
- - 1/32" SECTIONAL PLAT SET
- ▬ - EXISTING IMPROVEMENTS
- ◆ - FLOOD LIGHT






Planning Commission
Z-24-28
August 5, 2024

1369 Fifteenth Street

Aerial

Legend

 Subject Property

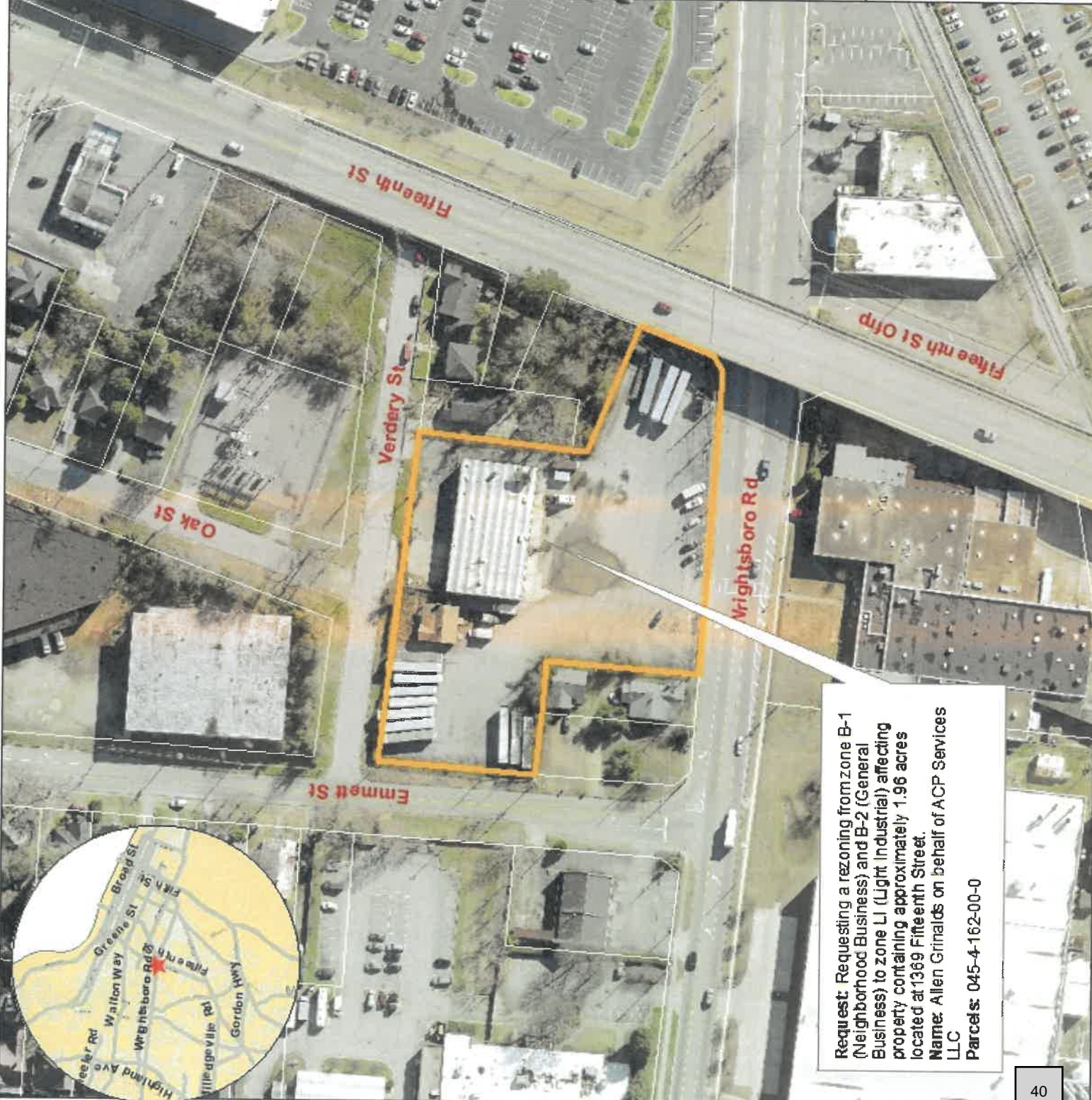


Produced By: City of Augusta
Planning & Development Department
535 Telair Street Suite 300
Augusta, GA 30901
718/2024 4/22/18

This data is provided for informational purposes only. It is not intended to be used for any other purpose. The City of Augusta is not responsible for any errors or omissions in this data. The City of Augusta is not responsible for any damages or losses resulting from the use of this data. The City of Augusta is not responsible for any actions taken based on this data. The City of Augusta is not responsible for any actions taken based on this data. The City of Augusta is not responsible for any actions taken based on this data.



Item 2.



Request: Requesting a rezoning from zone B-1 (Neighborhood Business) and B-2 (General Business) to zone LI (Light Industrial) affecting property containing approximately 1.96 acres located at 1369 Fifteenth Street.
Name: Allen Grinalds on behalf of ACP Services LLC
Parcels: 045-4-162-00-0




**Planning Commission
Z-24-28
August 6, 2024**







1369 Fifteenth Street

Current Zoning

Legend

 Subject Property


Zoning Classification

-  B-1: Neighborhood Business
-  B-2: General Business
-  LI: Light Industry
-  P-1: Professional
-  PUD: Planned Unit Development
-  R-2: Two Family Residential

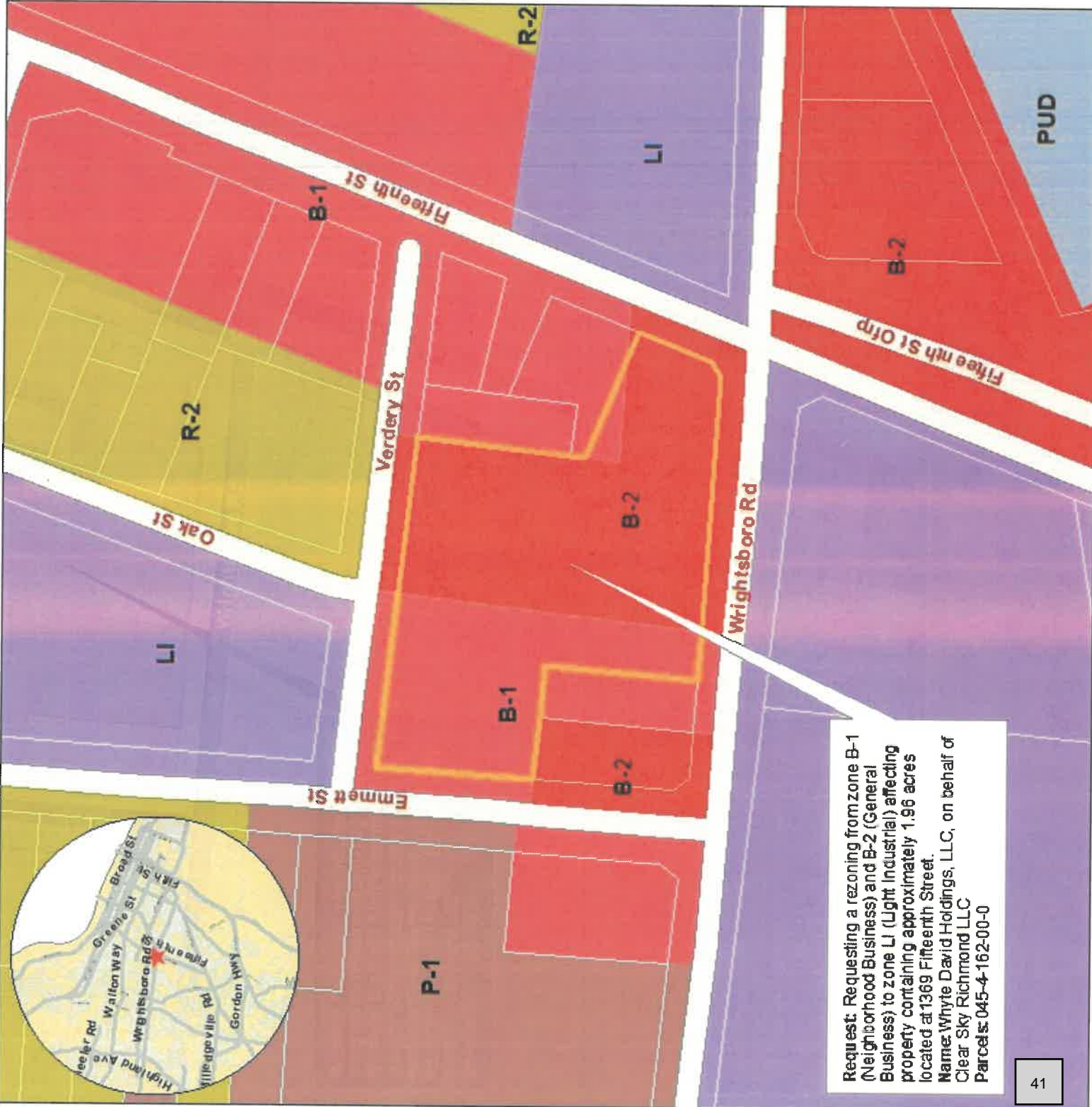


Produced By: City of Augusta
Planning & Development Department
535 Telegraph Street, Suite 300
Augusta, GA 30601
7/18/2024 #22178

Item 2.



This map was prepared for the City of Augusta. It is not intended to be used for any other purpose. The City of Augusta is not responsible for any errors or omissions on this map. The City of Augusta is not responsible for any damages or losses resulting from the use of this map. The City of Augusta is not responsible for any claims or liabilities arising from the use of this map. The City of Augusta is not responsible for any claims or liabilities arising from the use of this map.




Request: Requesting a rezoning from zone B-1 (Neighborhood Business) and B-2 (General Business) to zone LI (Light Industrial) affecting property containing approximately 1.96 acres located at 1369 Fifteenth Street.
Name: Whyte David Holdings, LLC, on behalf of Clear Sky Richmond LLC
Parcel #: 045-4-162-00-0

Planning Commission
Z-24-28
August 5, 2024







1369 Fifteenth Street

Future Zoning

Legend

 Subject Property

Zoning Classification

-  B-1: Neighborhood Business
-  B-2: General Business
-  LI: Light Industrial
-  P-1: Professional
-  PUD: Planned Unit Development
-  R-2: Two Family Residential

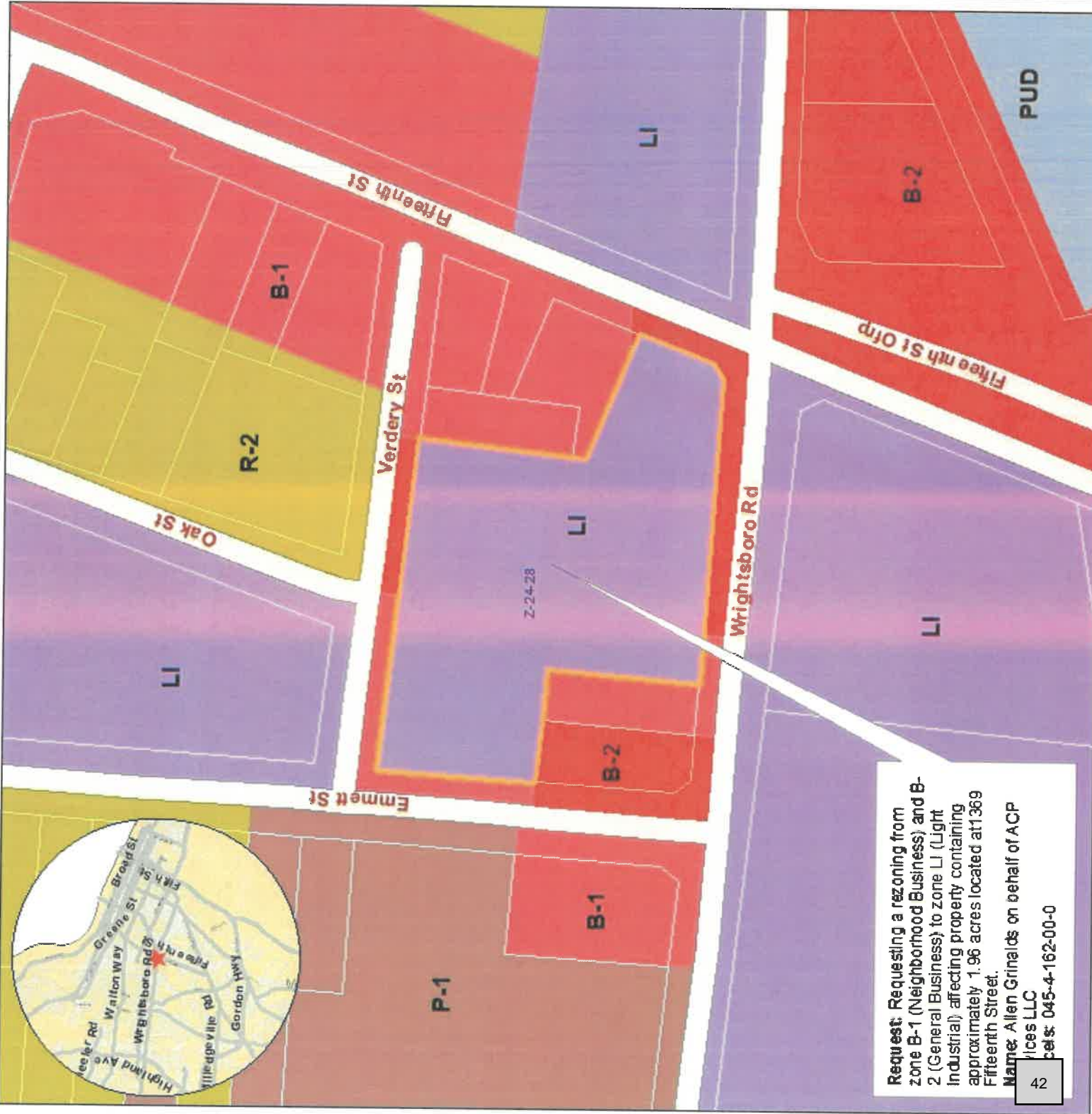


Produced By: City of Augusta
 Planning & Development Department
 535 Taylor Street, Suite 300
 Augusta, GA 30901
 7/18/2024 02:21:78

This data is provided for your information only. It is not intended to be used for any other purpose. The City of Augusta is not responsible for any errors or omissions in this data. The City of Augusta is not responsible for any actions taken based on this data. The City of Augusta is not responsible for any damages, including consequential damages, arising from the use of this data. The City of Augusta is not responsible for any actions taken based on this data. The City of Augusta is not responsible for any damages, including consequential damages, arising from the use of this data.



Item 2.



Request: Requesting a rezoning from zone B-1 (Neighborhood Business) and B-2 (General Business) to zone LI (Light Industrial) affecting property containing approximately 1.96 acres located at 1369 Fifteenth Street.

Owner: Allen Grinalds on behalf of ACP Hices LLC
 Phone: 045-4-162-00-0



Administrative Services Committee

Meeting Date: 7/30/2024

Augusta 5th Street Marina Improvements

- Department:** Central Services Department
- Presenter:** Ron Lampkin
- Caption:** Receive as information updates regarding needed improvements to the Augusta 5th Street Marina from Johnson Laschober & Associates, P.C.
- Background:**

Johnson, Laschober & Associates, P.C. (JLA) in c/o with Applied Technology & Management (ATM) conducted a Tier 1 Visual Assessment of the 5th Street Marina to identify areas of concern. According to the Tier 1 Visual Assessment, a complete replacement of the 5th Street Marina is required with an anticipated construction cost of approximately \$6,000,000.00. The construction cost of the electrical system replacement will be approximately \$400,000.00.

JLA provided a project scope of the design consulting services to include collecting site information, preliminary design coordination, topographic investigation, conceptual design, bidding & construction support, and an optional cleanout for the marina pump system in the amount of \$663,200.00. The design for electrical enhancements would cost \$35,700.00 and will include electrical plans for each dock, site layouts, and panel schedules for shore power panels.
- Analysis:** The presented item is for information only.
- Financial Impact:** For information only.
- Alternatives:**
 - A – Receive as information
 - B – Do not receive as information
- Recommendation:** Receive as information updates regarding needed improvements to the Augusta 5th Street Marina from Johnson Laschober & Associates, P.C.
- Funds are available in the following accounts:** For information only.



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

SCOPE OF WORK AND FEE AGREEMENT

PROPOSAL #: 3042.2307

DATE: 5/31/24

To: Ron Lamkin
Augusta-Richmond County

SENT BY: PHONE
 FAX
 EMAIL rlamkin@augustaga.gov

RE: Augusta 5th Street Marina Replacement

BY: Rett Harbeson, PLA, CLARB

TIME FRAME: To be Negotiated

FEE ARRANGEMENT: SEE ATTACHED FEE SUMMARY

LOCATION: 5th St. Marina
Augusta, GA

SCOPE OF SERVICES:

Project Description:

Johnson, Laschober & Associates (JLA) and Applied Technology & Management (ATM), the design team, are pleased to provide a proposal to the City of Augusta (COA) for marina consulting services on the 5th Street Marina. The subject marina includes floating docks (~65 wet slips) with concrete anchor pilings situated along the Savannah River. The marina has two (2) separate shore parallel docks with angled double-berth finger piers. Approximately four (4) access points are used for patrons to access the floating docks via fixed platforms and articulating gangways. Marina utilities include shore power, potable water, sanitary pump out and marine fuel. The shoreline includes revetment and bulkhead stabilization measures.

The design team previously conducted a Tier 1 Visual Assessment of the marina facilities at the subject site to identify areas of significant concern and document specific components in need of repair or replacement. Based on the findings and recommendations of that study, it is our understanding that the COA would like to replace the marina with new access structures, floating docks, and marina utilities.

The scope of services to support the marina replacement project is summarized below.

Project Scope:

Task 1 – Collect, Collate & Assess Available Site Information

The design team will collect and collate available information on the site including boundary and bathymetric surveys, aerial photography, nautical charts, regulatory permit documents (preliminary, submerged land lease data as appropriate), area meteorological data, and river level and current flow data readily available from government sources and publicly available reports on or near the

property. Assume JLA/City will assist to obtain any local sources of information (ATM to provide list of requests).

We will review the information and determine its quality and adequacy for the following tasks. If there are any gaps where additional studies or data are needed, the design team will review with COA and recommend and specify the collection of these (if not already included herein).

Deliverables: There are no specific deliverables associated with this task.

Task 2 – Project Kickoff Meeting/Preliminary Design Coordination

Under this task, the design team will participate in a collaboration meeting with COA staff. This meeting is assumed to be approximately ½ day in duration and held at a location to be determined at a later date. We envision the key topics of conversation will include:

- Review and prioritize COA's goals for the overall marina redevelopment
- Review and discuss the information collected in Task 1
- Discuss permitting process and strategy
- Discuss budgetary factors and limitations
- Discuss project schedule and phasing as appropriate within context of permitting, design, and budgetary constraints
- Discuss potential grant options, requirements, and timelines

Deliverables: Summary Meeting Minutes

Task 3 – Topographic, Bathymetric Survey, and Geotechnical Investigation and Report

The design team, via sub-contractor, will provide a bathymetric survey for the project area to facilitate planning, permitting, and design efforts. The survey horizontal datum will be Georgia State Plane Coordinates, East Zone, US Survey Feet. The survey vertical datum will be the North American Vertical Datum of 1988 (NAVD88). Key elements of the survey will include:

- Bathymetric soundings on a grid pattern (perpendicular and parallel to the site shoreline) extending to the approximate centerline of the waterbody.
- Locations of existing infrastructure including the revetment shoreline, bulkhead, access platforms, gangways and floating docks.
- Easement boundaries information for railway bridge, pedestrian bridge and vehicular bridge based on available GIS data.

The field data will be processed into one comprehensive survey document suitable for use in subsequent future tasks.

Geotechnical data and analysis will be required for design of the access piers and floating dock anchor piling. The design team, via subcontractor, will provide a geotechnical investigation & report for the project to facilitate design of the proposed replacement structures. The geotechnical investigation will include a minimum of two (2) overwater soil borings and two (2) upland soil

borings. Laboratory testing and analysis of the soil borings will be conducted and summarized in the geotechnical investigation report. The report will identify engineering properties of the existing soils/rock onsite that the design team will use in pile analysis software during the pile design efforts.

Note: This does not include soil testing around existing underground fuel storage tanks/service lines.

Deliverables: Subcontractor provided XYZ files in AutoCAD format
 Subcontractor provided PDF survey document.
 Subcontractor provided Geotechnical Report

Task 4 – Marina Replacement Planning (Conceptual Design Phase)

Under this task, the design team will develop conceptual plans for redevelopment of the marina. The alternative concept plans will consider floating dock access location and accessibility, Americans with Disabilities Act (ADA) requirements, existing water depths, vessel/slip sizes, riverine currents and floating dock geometries, marina utility demands, and anticipated regulatory constraints. As part of this effort, we will consider COA's goals identified in Task 2. Specifically, the design team will:

- Develop two to three (2-3) conceptual marina layouts
- Develop order of magnitude (OOM) cost estimates for the alternative concept plans
- Meet with the COA to present these plans and cost estimates
- Identify and refine one (1) concept plan as the preferred alternative concept plan based on feedback received by COA.

The goal of this effort is to evaluate options and identify a preferred marina plan that will be used to further advance the project design in subsequent phases/tasks. This task will identify a marina plan that will serve as the "road map" for the marina replacement permitting and design efforts.

Deliverables: 2 - 3 Concept Marina layouts
 Order of Magnitude (OOM) Cost Estimates
 Preferred Alternative Concept Plan

Task 5 – Regulatory Permitting Assistance

The design team will pursue regulatory permit authorization for the project through the United States Army Corps of Engineers (USACE) and local authorities having jurisdiction.

Task 5.1 – Pre-Application Meeting

The design team will utilize the preferred concept plan prepared in Task 5 to facilitate a pre-application meeting with representatives from the USACE. We will fill out and submit a pre-application request form and supporting information as appropriate to the USACE.

The goal of this pre-application meeting is to describe the basic scope of work and identify any hurdles that the USACE may pose for the proposed project. At the conclusion of this meeting, we should have a clear understanding of the permitting process and information required by USACE.

The design team will coordinate a meeting date and time with COA if representative(s) desire to attend the meeting.

Deliverables: Pre-Application Form(s) and supporting information
Summary Minutes from meeting with each agency

Task 5.2 – Regulatory Permit Application(s) and Submittal

For the purposes of this proposal, we have assumed that the project will require submittal of both a Letter of Permission Application (Form 4345) for the floating dock and anchorage and a Pre-Construction Notice (PCN) for the revetment repairs which are assumed to be covered under Nationwide Permit 13 for Bank Stabilization measures (NWP 13) or a Nationwide Permit 3 (NWP 3) for Maintenance. Upon completion of the pre-application meeting, the design team will compile and submit both the Form 4345 and PCN form to the USACE for the project. We envision this will include, but may not be limited to following specific elements:

- Permit Drawings prepared in a format suitable for state and federal processing, signed and sealed by a Georgia Professional Engineer, including:
 - Project Location Map
 - Existing Conditions
 - Proposed Marina Plan
 - Proposed Shoreline Improvements
 - Typical Sections and Details
- Form 4345 with supporting information and documentation
- PCN form for NWP 13 or NWP 3 with supporting information and documentation
- Project descriptions
- Agent authorizations
- Affidavit of Ownership or Control and associated documentation (property deed).
 - The design team will provide this form to the COA. The COA will be responsible for providing the design team with an executed copy of the form along with all required supporting documentation and the permit application fees.
- Meeting with COA staff to discuss permit application packages
- Submit Form 4345 and PCN form to USACE

Note: This proposal does not include any state-level regulatory permitting for the proposed marina replacement and assumes that the USACE processes described above are all that will be required to facilitate marina replacement. Should alternate or additional state/federal regulatory authorizations be required that are not specifically described herein, the design team will notify COA and develop contract modification to address (as requested by COA). Local building permits, utility permits, etc. will be the responsibility of the selected contractor.

Deliverables: FORM 4345 Letter of Permission Application package
PCN for NWP 13/3 package

Task 5.3 – Regulatory Permit Coordination

Despite initial efforts to (including the pre-application), it is impossible to ultimately predict the review process or outcome of any permit application.

Once the applications are received and deemed administratively complete, the USACE will coordinate with other state and federal agencies to solicit their review and comment on the project. The application may be placed on a public notice.

When the agency/public comment periods have expired, the USACE will forward copies of the comments received and the design team will coordinate with COA to develop responses to these comments, as required. In addition to the response to comments, the USACE may require additional information/coordination beyond what is included in the initial application submittals. This may include additional meetings with USACE, commenting agencies, drawing revisions to address any specific concerns raised during their review, etc.

Since it is not possible to accurately estimate the level of effort required for this permitting coordination task, the design team proposes to provide such services with an allowance budget basis.

Note: This task is for general coordination, responses to comments, and minor drawings revisions only and does not include any additional specialized studies or reports that may be required by the regulatory and/or other commenting parties such as, but not limited to: environmental assessment, Endangered Species Act compliance assessment(s), sediment sampling/analysis, navigation/traffic studies, etc.

Deliverables: There are no specific deliverables associated with this task.

Task 6 – Marina Design Technical Package – Construction Documents

Under this task the design team will develop the technical bid documents for the replacement of the marina. Specific work will include:

- Development of desktop Wind/Wave/Wake Assessment for the subject site
- Basis of Design Review
 - Review environmental loads, anticipated vessel sizes/loads, and dock performance criteria
 - Review and discussion with the COA and marina operator/key stakeholders to finalize and confirm Basis of Design
- Plans and Specifications
 - Engineered Plans and Specifications (Signed & Sealed by Licensed Georgia Professional Engineer)
 - Fixed Access Piers - Assume 4 timber access piers with timber piles
 - Floating Dock Anchor Pilings
 - Marina Utilities (via sub-consultant)
 - Marina Fuel System
 - Marina Electrical System
 - Marina Potable Water System
 - Marina Sewage Pumpout System

- Marina Fire Suppression System
 - Assume dry fire standpipe system and on dock fire extinguishers will be required.
- Shoreline Stabilization Improvements/ Repair
- Schematic Plans and Performance Specifications
 - Floating Docks
 - Gangways & Access Bridges

Note: Floating dock, gangway and access bridge manufacturer to provide final signed/sealed design for these project elements as is typical in the marina industry.

Note: Plans and Specifications will be provided for review at the 30%, 60% and 90% design level. It is assumed that all building and utility permits required will be obtained by the selected contractor. It is further assumed that suitable utility services for potable water, sewer, and electricity are available to the site and located immediately adjacent to the marina access points.

Deliverables: Wind/Wave/Wake Assessment Report
Basis of Design Document/Memorandum
Plans and Specifications (as described above)

Task 7 – Bidding Support

The design team will provide limited support to COA during the bidding process for the marina replacement project. Specifically, we will:

- Develop a bid form/schedule of values for inclusion in the bid package
- Upon COA advertisement of the bid, the design team will contact regional marine contractors and dock suppliers to inform them of the published bid opportunity
- Participate in an on-site pre-bid meeting with the COA, and prospective bidders/suppliers
- Review and respond to bidder requests for information (RFI's) during the bidding process. We will provide formal responses to the RFI's for COA use in issuing bid addenda.
- Conduct a technical review of bids
 - Tabulate responses in MS Excel
 - Review bids for thoroughness and adherence to bid requirements
 - Review contractor's technical bid submittals for conformance with design intent and criteria
- Provide recommendation for award to the COA

Deliverables: Formal Responses to RFI's (limited to 16 hours of professional time)
Recommendation for Award Memorandum

Task 8 – Construction Phase Support

For purposes of this proposal, we estimate that the demolition and reconstruction of the 5th Street Marina will take 8 months to complete. With this assumption in mind, the design team proposes the following construction phase services:

- Participate in an on-site pre-construction meeting with the COA, Marine Contractor, sub-contractors, suppliers, marina operator, etc.
- Facilitate regulatory commencement notification
- Review floating dock and gangway shop drawings and calculations.
 - This is a critical step to ensure design intent and the operational success of the marina are met. It is assumed that the design package for these elements will be provided by the selected contractor as a single, comprehensive package. *Note: scope includes two reviews of this package only: an initial review after which comments/questions will be provided to the contractor and a final review.*
- Review materials submittals and product certifications
- Conduct weekly telephone meetings with contractor
- Conduct, at a minimum, bi-weekly site visits during active construction
 - General construction observation/progress documentation, and on-site meetings with Contractor, COA, and other relevant parties
 - Review and respond to Requests for Information (RFI's)
- Facilitate project close out
 - Conduct final punch list inspection of all project components
- Facilitate regulatory close out.

Deliverables: Review and response to Floating Dock and Gangway Shop Drawing and Calculation Package (2 maximum)
 Review and response to other Contractor Submittals
 Site Visit Summary Memoranda with Photographic Logs
 Punch List Inspection Memorandum

Task 9 – Clean Vessel Act Pumpout (CVAP) Grant Application - Optional

ATM will prepare and submit an application for a Clean Vessel Act Program (CVAP) grant to Georgia DNR for the marina pumpout system. This grant will provide the COA up to 75% reimbursement for all costs associated with new pumpout installation. Under this task, ATM will:

- Review and discuss infrastructure that may be included in the grant program with Georgia DNR. Coordinate with Georgia DNR and the COA in an effort to maximize the grant funding available. This may include:
 - Pumpout stanchion/piping
 - Upland infrastructure associated with pumpout tie-in
 - Permitting and engineering fees
- Gather appropriate application materials and documentation for submission including:
 - Pumpout brand/manufacturer and model
 - Engineered Plan
 - Bid/contract data
 - CVAP Grant application form
- Prepare the Grant Application including all the necessary documentation required by the application and discussed with Georgia DNR.
 - Prior to submission, ATM will provide the COA with a completed copy of the documents to review and for appropriate signatures to complete the package.
- Submit the Grant Application package to Georgia DNR for their consideration.

- Coordinate with Georgia DNR as required to expedite the review/approvals process.
- Fill out and submit, on the City's behalf, Georgia DNR's reimbursement request form
 - It is assumed that a single reimbursement request will be made for the entire system after procurement and installation.

Deliverables: Completed CVAP application with supporting documentation
Completed reimbursement request form

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,



JOHNSON, LASCHOBER & ASSOCIATES, P.C.

Rett Harbeson, PLA

Terms and Conditions

Johnson, Laschober & Associates P.C. (JLA) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site -- Unless otherwise stated, JLA will have access to the site for activities necessary for the performance of the services. JLA will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Fee --The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments -- Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and JLA may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications -- The Client shall indemnify and hold harmless JLA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except JLA) or anyone for whose acts any of them may be liable.

Hidden Conditions -- A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If JLA has reason to believe that such a condition may exist JLA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) JLA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, JLA shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocation -- In recognition of the relative risks, rewards and benefits of the project to both the Client and JLA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, JLA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of JLA's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to JLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Jobsite Safety -- Neither the professional activities of JLA, nor the presence of JLA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JLA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, JLA, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Termination of Services -- This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay JLA for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents -- All documents produced by JLA under this agreement shall remain the property of JLA and may not be used by this Client for any other endeavor without the written consent of JLA.

Applicable Law -- Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of JLA.

Johnson, Laschober & Associates, P.C.:

Accepted by:

(signature)

(signature)

(printed name/title)

(printed name/title)

Billing Address: _____

(executed agreement date)

Fee Schedule

Task 1 – Collect, Collate & Assess Available Site Information	\$10,000
Task 2 – Project Kickoff Meeting/Preliminary Design Coordination	\$18,700
Task 3 – Topographic & Bathymetric Survey Geotechnical Investigation & Report	\$103,000
Task 4 – Marina Replacement Planning	\$25,000
Task 5 – Regulatory Permitting Assistance	\$37,500
Task 5.1 – Pre-Application Meeting	\$4,700
Task 5.2 – Regulatory Permit Application and Submittal	\$24,800
Task 5.3 – Regulatory Permit Coordination (Allowance)	\$10,000
Task 6 – Marina Design Technical Package	\$298,000
Task 7 – Bidding Support	\$22,000
Task 8 – Construction Phase Support	\$97,000
Task 9 – Clean Vessel Act Grant Application (Optional)	\$12,500

Notes:

1. Fees are good for 120 days
2. Professional fees for all tasks, save for 5.3, will be billed on a lump sum, percent complete basis. Fees include anticipated expenses. Task 5.3 will be billed on an hourly rate basis as effort is incurred.
3. Any efforts outside those specifically described herein are considered additional services and will require authorization and additional fees.



ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

FEE AGREEMENT

PROPOSAL #: 3042.2307

DATE: 5/31/24

To: Maria Rivera-Rivera
Augusta-Richmond County

SENT BY: PHONE
 FAX
 EMAIL MRivera-Rivera@augustaga.gov

RE: Augsta 5th St. Marina Improvements - Electrical Design

BY: Rett Harbeson, PLA, CLARB

FEE ARRANGEMENT: \$35,700

LOCATION: 5th St. Marina
Augusta, GA

SCOPE OF SERVICES:

Johnson, Laschober & Associates (JLA) appreciates the opportunity to provide a fee proposal for design of electrical improvements in support of dock renovations for the 5th St. Marina in Augusta, GA.

Project Description:

The project is for replacement of the electrical components for the docks at the Marina. The marina has two (2) separate shore parallel docks. The project will require design of electrical distribution in support of this replacement, to include electrical power distribution on the docks and replacement of shore panels that interface with the docks.

Project Scope:

JLA will prepare the following design documents:

- Specifications for bid
- Electrical Drawings:
 - Single line diagram for shore power
 - Site plan for shore power
 - Electrical plans for each dock to include (but not limited to) distribution for the following:
 - Power pedestals for use by docked watercraft
 - Power for Marina Fuel System
 - Power for septic pumpout system
 - Panel schedules for shore power panels

JLA will assist the owner with bidding and construction administration.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

JOHNSON, LASCHOBER & ASSOCIATES, P.C.

Rett Harbeson, PLA

Terms and Conditions

Johnson, Laschober & Associates P.C. (JLA) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site -- Unless otherwise stated, JLA will have access to the site for activities necessary for the performance of the services. JLA will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Fee --The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments -- Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and JLA may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications -- The Client shall indemnify and hold harmless JLA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except JLA) or anyone for whose acts any of them may be liable.

Hidden Conditions -- A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If JLA has reason to believe that such a condition may exist JLA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) JLA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, JLA shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocation -- In recognition of the relative risks, rewards and benefits of the project to both the Client and JLA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, JLA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of JLA's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to JLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Jobsite Safety -- Neither the professional activates of JLA, nor the presence of JLA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JLA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, JLA, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Termination of Services -- This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay JLA for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents -- All documents produced by JLA under this agreement shall remain the property of JLA and may not be used by this Client for any other endeavor without the written consent of JLA.

Applicable Law -- Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of JLA.

Johnson, Laschober & Associates, P.C.:

Accepted by:

(signature)

(signature)

(printed name/title)

(printed name/title)

Billing Address: _____

(executed agreement date)

**REPORT ON ELECTRICAL OBSERVATIONS
OF THE FIFTH STREET MARINA FOR
THE CITY OF AUGUSTA
AUGUSTA, GA**

Prepared by



JOHNSON, LASCHOBER & ASSOCIATES, P.C.

ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

1296 Broad Street, Augusta, Georgia 30901

(706) 724-5756 ♦ Fax (706) 724-3955

TABLE OF CONTENTS

Description	Pages
I. GENERAL OVERVIEW	4
II. SITE OBSERVATIONS	5
A. 5 th Street Marina Docks “A” and “B”	5
i. Summary	6
ii. Observations	7
III. CONCLUSION	25

TABLE OF FIGURES

Description	Pages
Figure 1. Aerial View of 5 th Street Marina.....	5
Figure 2. Example of broken conduit and exposed wires.	8
Figure 3. Example of broken and unsecure conduit and exposed wires.	9
Figure 4. Example of broken conduit.....	10
Figure 5. Example of rubber cable pulling out of an electrical box as well as missing box cover.....	11
Figure 6. Example of an electrical fire on a shore power pedestal.	12
Figure 7. Example of an electrical fire on a shore power pedestal.	13
Figure 8. Example of an electrical fire and a damaged extension cord being used.....	14
Figure 9. Example of an electrical fire on a shore power pedestal.	15
Figure 10. Example of a time clock that is damaged and needs repair/removal.	17
Figure 11. Example of a quadraplex receptacle that is not secured.	18
Figure 12. Example of a damaged light pole base that has exposed wiring.	18
Figure 13. Example of a damaged electrical box with wires that melted/caught fire.	19
Figure 14. Example of melted decking from wires that overheated.	20
Figure 15. Example of melted decking on the dock (unknown heat source).	21
Figure 16. Example water flowing out of the pedestal that contains electrical equipment.	22
Figure 17. Example where 2020 NEC working space clearances need to be marked.	23
Figure 18. Example where panels need to be secured from public access.	24

I. GENERAL OVERVIEW

The City of Augusta has contracted with Johnson, Laschober and Associates (JLA) to perform an electrical survey of the 5th Street Marina in Richmond County with an emphasis on safety and grounding systems. The purpose of this report is to document the existing conditions of electrical equipment for the marina and recommend actions that we believe are needed to rectify any deficiencies and hazards that were observed.

Conditions, observations, and recommendations for the marina are given in the sections of this report that follow.

II. SITE OBSERVATIONS

A. 5th Street Marina Docks “A” and “B”

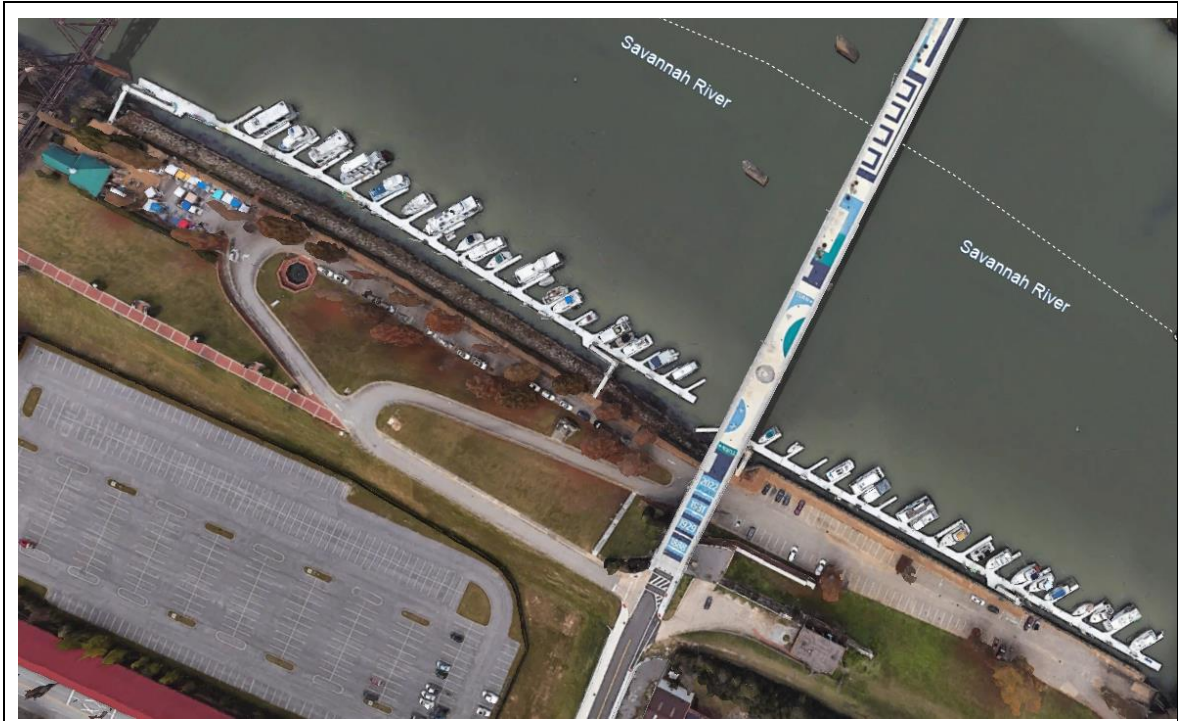


Figure 1. Aerial View of 5th Street Marina

i. Summary

The electrical systems for the marina were mostly operational at the time of inspection. There were a few obvious deficiencies that need remedy as soon as possible to ensure safety and compliance to the National Electrical Code (NEC):

- Fix damaged conduit and wiring.
- Replace power pedestals.
- Mark 2020 NEC working space clearances for all electrical panels.
- Secure panels so that the public does not have access to them.
- Investigate and correct minor miscellaneous electrical issues.

We recommend removing and redesigning all electrical systems on the dock as well as the electrical systems serving the dock. However, we believe that the life of the electrical systems may be extended approximately 5-10 years by implementing the following recommendations to further verify the safety of the electrical system:

- Thoroughly inspect and test wiring insulation.
- Test and fix grounding where needed.

ii. Observations

The 5th Street Marina electrical system is 208/120V 3 phase distribution. There are 2 main service points. One service point is in the building that houses the 5th Street marina store front, and the other service point is under the 5th street bridge. The service point labeled panel “MSP” in the electrical room on the back side of the store front building powers dock pedestals 1-16 as well as the fuel pumps and the lift station. The service point under the bridge is labeled “MSP-1” and powers pedestals 17-52. (NOTE: The labels on the power pedestals themselves represent the slip numbers and are designated differently in the panels. The labeling in the panels show that there are 42 separate feeds to the dock pedestals.)

There are 68 boat slips with a single power pedestal that is between two slips and is designed to have one side serve one slip and the other side of the pedestal to serve the second slip. Some of the pedestals only have 120V 1 phase power available while others have 120V/208V 1 phase power with either a 50A or 30A breaker. The 50A 1 phase breakers and plugs are designed for boats that have air conditioning units or other heavy electrical loads. The service point that is in the store front building need minor work to be up to code. The service point under the bridge is in rough condition and needs more work to be secure and up to code.

The following are deficiencies that were observed during field evaluation that require immediate correction.

1. There are obvious instances above the deck and under the platforms where conduit is broken and in need of repair. The conduit under the decking was not able to be inspected and should be inspected should the electrical system remain in use. Conduits are designed to protect the wiring from damage as well as protect people from coming in contact with exposed wires. In environments such as docks and around water where the conduit is subject to move there is a greater chance that it can incur damage over time. Some of the figures below show examples of broken conduit and exposed wiring.
2. Wiring insulation protects the wire and insulates the electrical current from arcing to ground or anything else that may come in contact with it. It is imperative that wiring insulation be in good condition with no cracks or breaks. A megohmmeter can be used to measure insulation resistance and can indicate if insulation has broken down or has flaws.

The following figures are examples of the deficiencies 1) and 2) listed above.



Figure 2. Example of broken conduit and exposed wires.

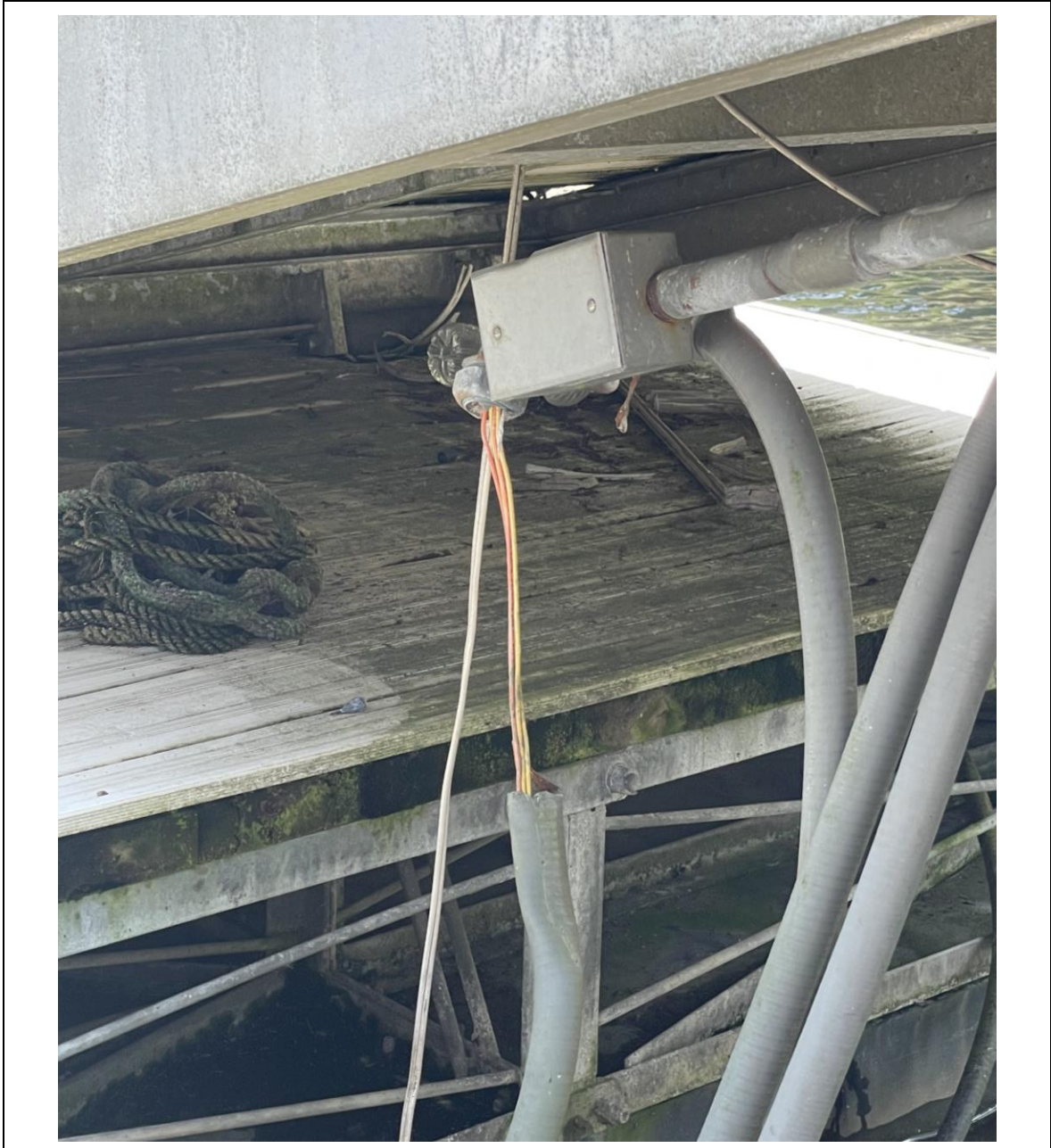


Figure 3. Example of broken and unsecure conduit and exposed wires.



Figure 4. Example of broken conduit.



Figure 5. Example of rubber cable pulling out of an electrical box as well as missing box cover.

3. Some of the power pedestals have already been replaced and some of these seem to be operational and safe. Most of the power pedestals observed are outdated and damaged. Some of the power pedestals were observed to have water flowing through electrical components. Electrical fires are sometimes caused by faulty connections that result in heating up of electrical components. General corrosion of electrical contacts could be a cause for this heat. Power pedestals should be cleaned regularly and checked for loose connections and corrosion and components replaced as needed for general maintenance. The following figures are examples of dangerous conditions involving the power pedestals.





Figure 7. Example of an electrical fire on a shore power pedestal.



Figure 8. Example of an electrical fire and a damaged extension cord being used.



Figure 9. Example of an electrical fire on a shore power pedestal.

4. It is important to protect the electrical panels from vandalism. To ensure life safety and code compliance and that all the electrical protective devices operate correctly, it is important that the electrical components be in good complete working condition. The National Electric code also requires there to be working space clearances in front of the panels and also clear paths of egress away from the panels for arc flash reasons.
5. Proper grounding of circuits is essential for overload protections devices to function correctly. Without a ground an over current protection device may not trip during an electrical fault and can create a dangerous circumstance.
6. Excess heat from undersized or damaged extension cords is an issue caused by the extension cords themselves and not caused by faulty components on the docks or pedestals themselves.
7. Many electrical components need to be repaired/removed for safety and to meet Code requirements. The following figures are examples of some of these components.



Figure 10. Example of a time clock that is damaged and needs repair/removal.

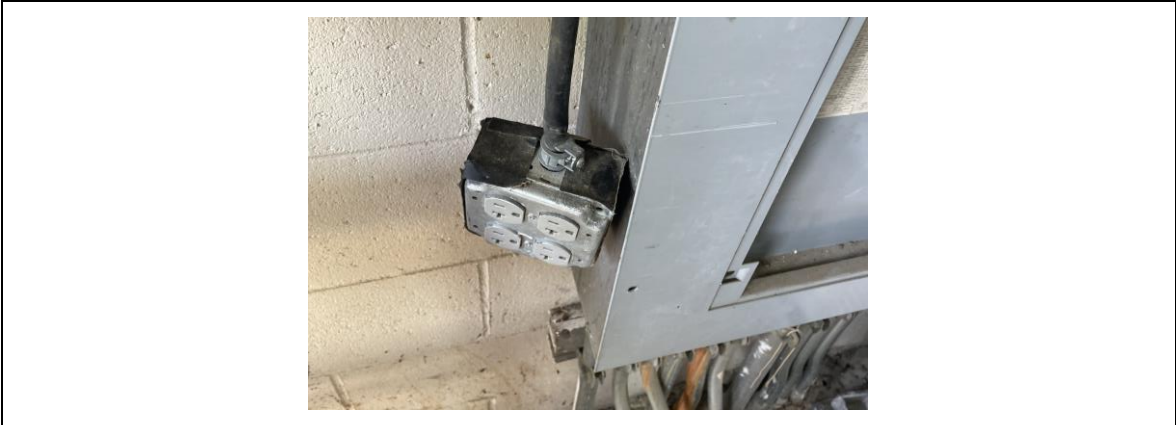


Figure 11. Example of a quadraplex receptacle that is not secured.



Figure 12. Example of a damaged light pole base that has exposed wiring.



Figure 13. Example of a damaged electrical box with wires that melted/caught fire.

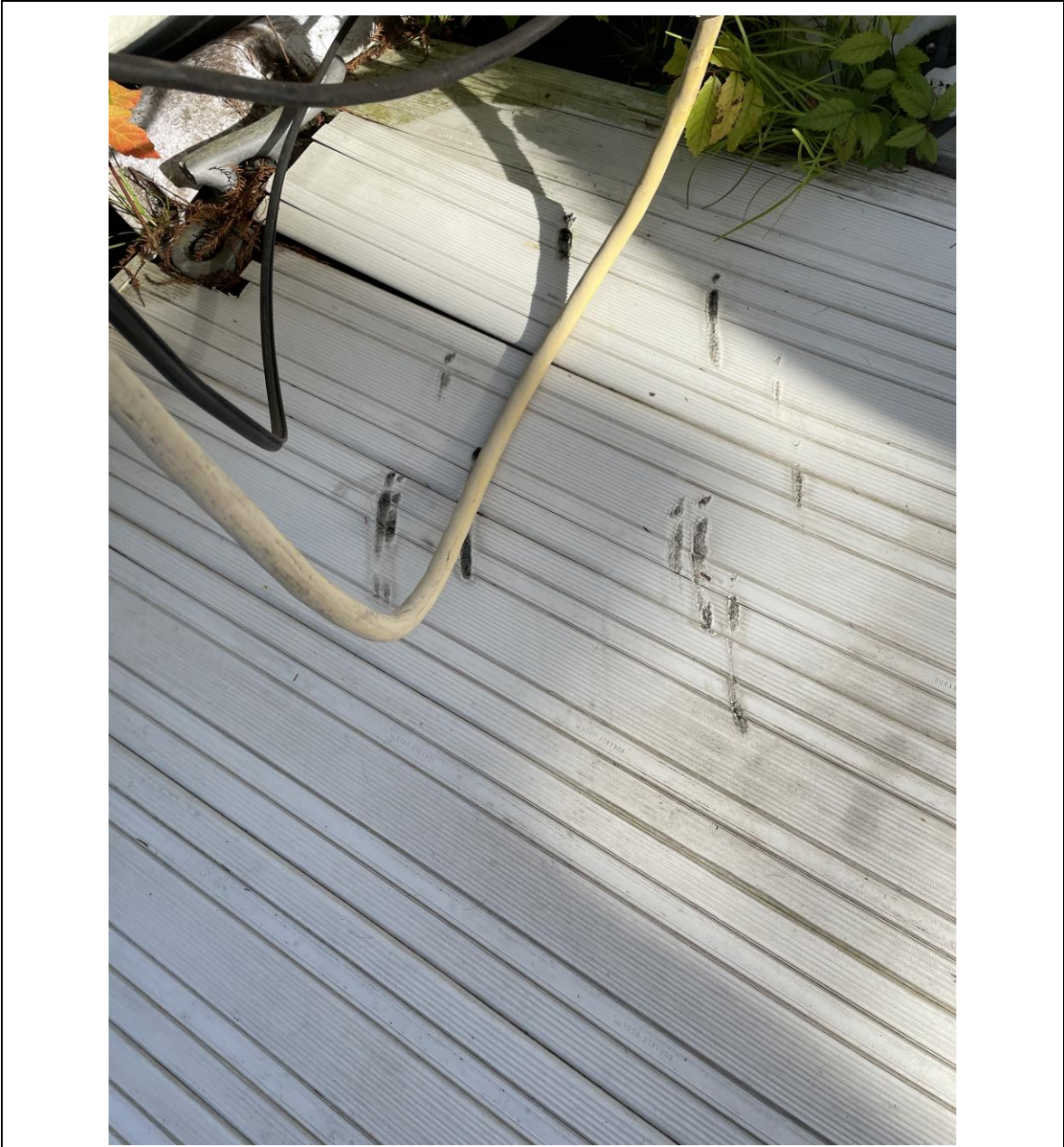


Figure 14. Example of melted decking from wires that overheated.



Figure 15. Example of melted decking on the dock (unknown heat source).



Figure 16. Example water flowing out of the pedestal that contains electrical equipment.



Figure 17. Example where 2020 NEC working space clearances need to be marked.



Figure 18. Example where panels need to be secured from public access.

III. CONCLUSION

All of the electrical systems at the marina require some form of attention ranging from general observation and testing to repair or replacement. The electrical systems were mostly operational and remain energized. Some of the electrical systems shown above create hazards that are potentially dangerous to the public and should be fixed and tested by qualified professionals as soon as possible. Testing and repairing the electrical systems will extend the life of the system by approximately 5-10 years. Our recommendation is that the electrical systems be redesigned and replaced.

We conclude that the electrical systems for the 5th Street Marina should be tested and repaired immediately and redesigned and replaced when possible.

Tier 1 Marina Assessment Report

5th Street Marina

Augusta, Georgia

Project Owner:



City of Augusta Recreation & Parks
535 Telfair St
Augusta, Georgia 30901

Prepared For:



Johnson, Laschober & Associates PC
P.O. Box 2103
Augusta, GA 30903-1116

Prepared By:



A Geosyntec Company

Applied Technology & Management (ATM)
941 Houston Northcutt Boulevard, Suite 201
Mount Pleasant, South Carolina 29464
22 January 2024

Table of Contents

1.0	Introduction and Background	1
2.0	Tier 1 Assessment	2
2.1	Site Assessment	2
2.2	Marina Location & Overview	2
2.3	Existing Facility Condition	5
2.3.1	Floating Docks & Anchor Piling	5
2.3.2	Fixed Access Pier & Gangway	16
2.3.3	Marina Utilities & Appurtenances	20
2.3.4	Shoreline	27
2.4	Repair and Maintenance/Replacement	34
2.4.1	Repair/Maintenance	34
2.4.2	Replacement	36

1.0 INTRODUCTION AND BACKGROUND

Applied Technology & Management (ATM) has contracted with Johnson, Laschober & Associates, P.C. (JLA) to conduct a Tier 1 Marina Engineering Assessment on the 5th Street Marina located in Augusta, Georgia.

The Tier 1 study was done in general accordance with “ASCE Manual 130, *Waterfront Facilities Inspection & Assessment*” which includes above water, topside visual inspection only. No subaqueous investigations, structural testing, material sampling, environmental or market/financial evaluations were conducted. Initial information on the subject property was provided by the JLA. ATM procured additional information through desktop research, site reconnaissance and discussions with JLA, the City of Augusta Recreation and Parks (marina owner) and Mr. Francis Christian (marina operator).

2.0 TIER 1 ASSESSMENT

2.1 Site Assessment

On December 5th, 2023, two ATM professionals visited the 5th Street Marina site to inspect and document the condition of the marina. General observations were made and documented through photographs taken onsite. ATM also met with representatives of JLA, The City of Augusta, and the current marina operator during the site visit to review assessment goals, limitations of the study, site operations, conditions and concerns. Site photographs obtained during the December 5th site visit are provided throughout this report.

2.2 Marina Location & Overview

The subject property is located on of the Upper Savannah River. The site coastal conditions include river currents, minimal wind-generated waves, vessel wakes and water fluctuations from lock and dam systems along the river. There is a railway bridge crossing the river immediately upstream of the marina, the HWY-78 vehicular bridge crossing downstream of the marina and a pedestrian bridge crossing (5th Street Bridge) roughly in the middle of the marina.

The marina includes 68 wet slips that include floating steel framed docks with concrete anchor piling. The floating dock main pier runs along the shoreline with finger piers angled in the downstream direction. Approximately half the length of the shoreline adjacent to the marina docks is vertical steel sheet pile with a heavy-duty concrete cap, and the other half is sloped rock revetment. There are secure fixed access structures connected to gangway ramps for slip holders and staff to access the floating dock system. Upland facilities include a parking area, marina office and store building, restroom facilities, and the adjacent riverfront park.

As mentioned, the finger piers are angled in a downstream “with current” fashion which makes for easier vessel ingress and docking. A side-tie service dock is located at the most upstream end of the facility. The marina is occupied with a mix of cabin cruisers and houseboats, several of which were liveaboard vessels. A few smaller boats including a bass boat and personal watercraft (PWC) were also noted. Please see Figure 1 which shows an aerial image of the subject facility.

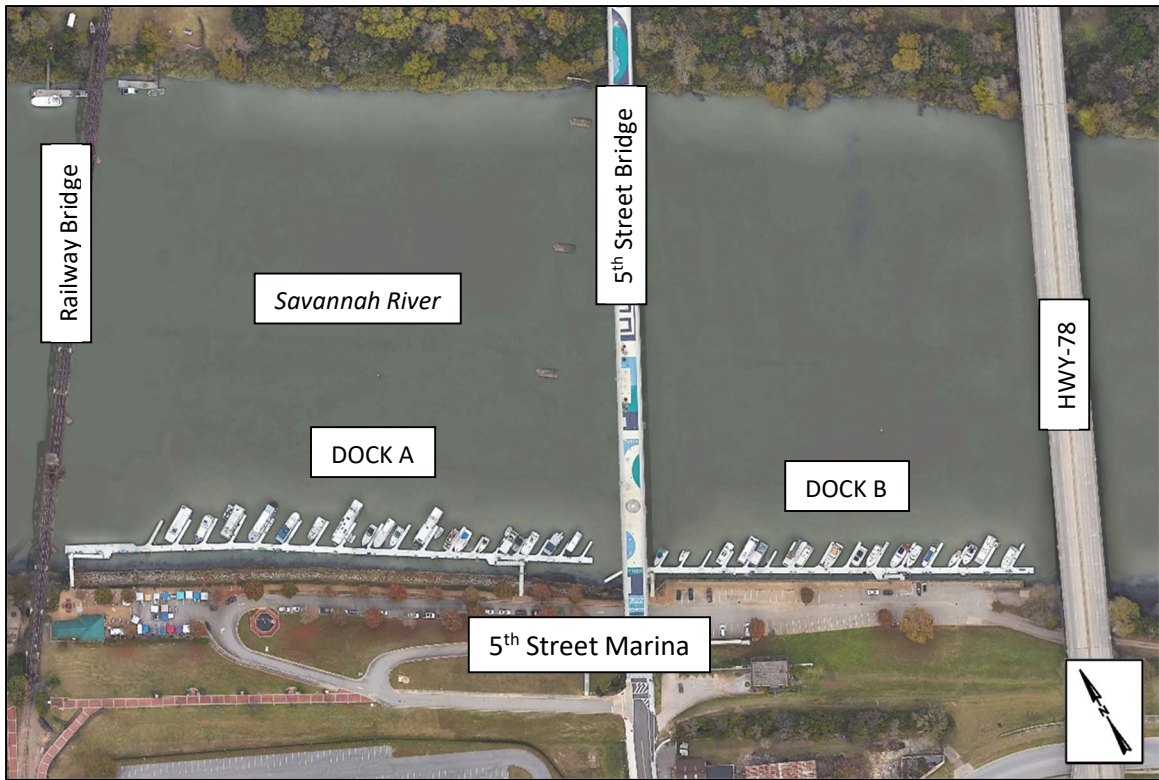


Figure 1 - 5th Street Marina Site

The main walkway dock is not continuous. Marina areas are designated as Dock A and Dock B, divided by the 5th street bridge as shown in Figures 2 & 3.

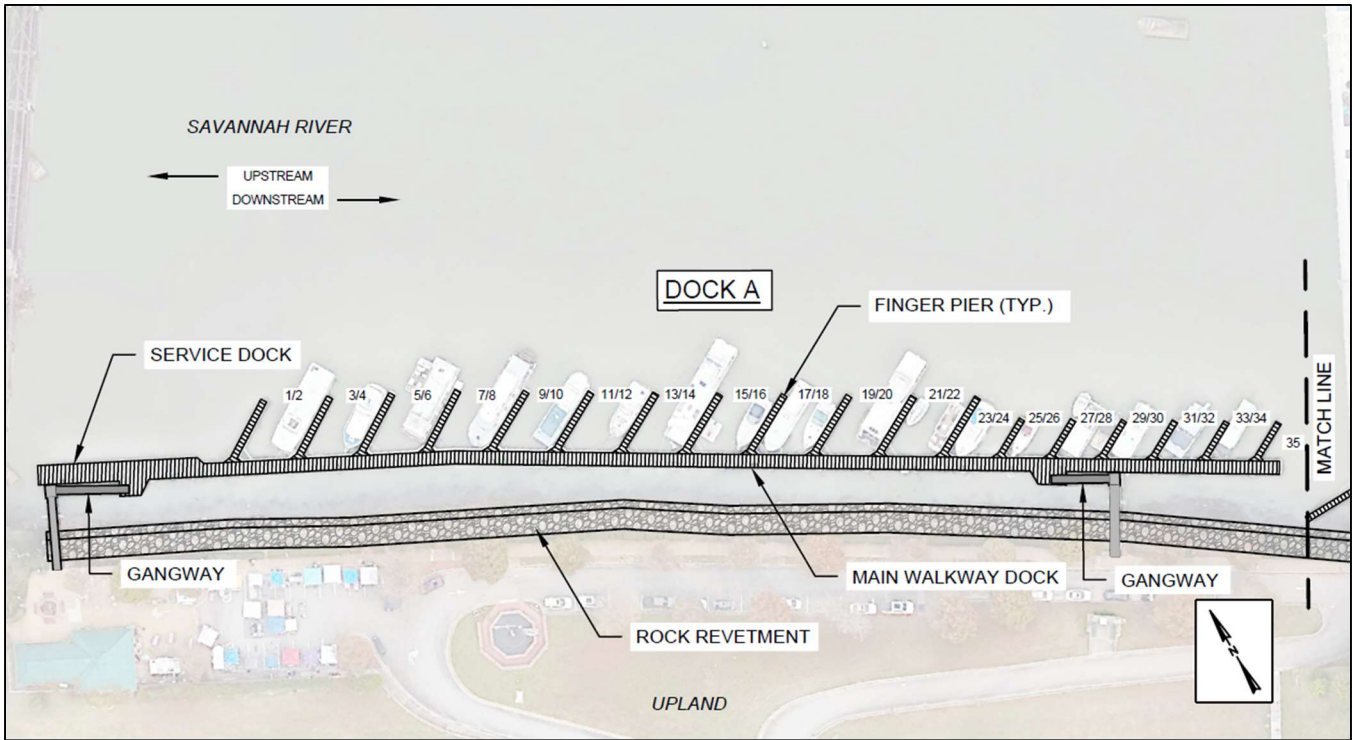


Figure 2 - 5th Street Marina - Dock A

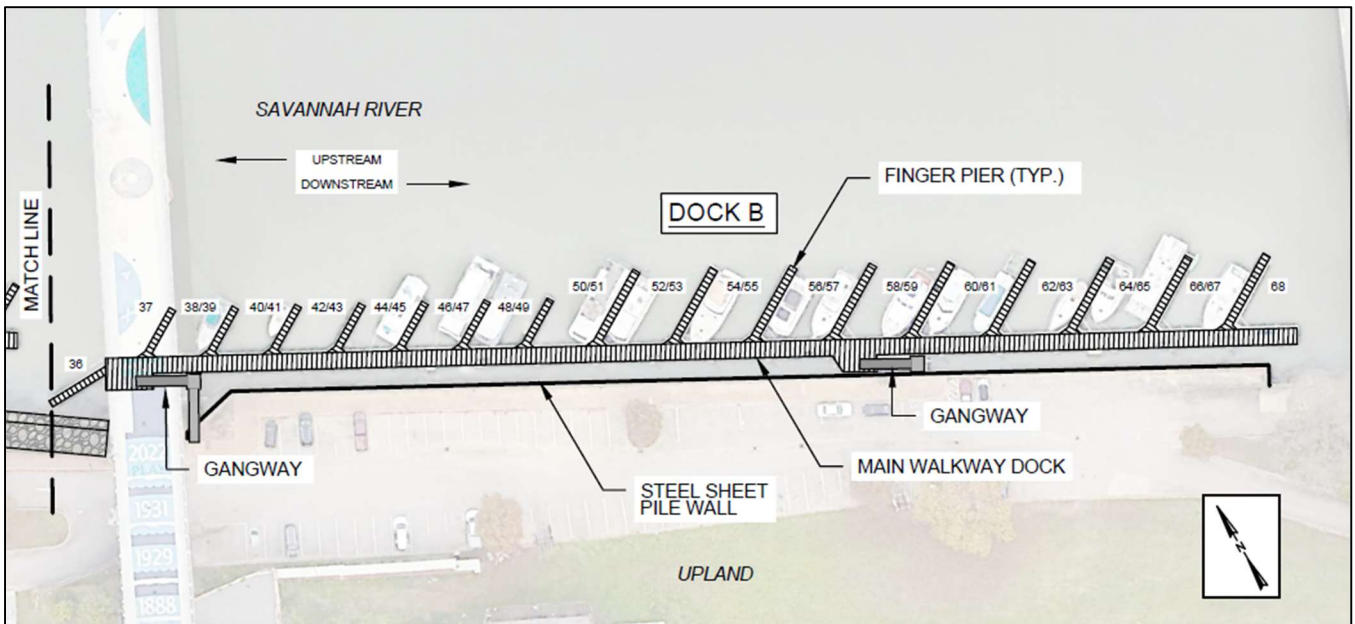


Figure 3 - 5th Street Marina - Dock B

Dock C is located approximately 0.5 miles downstream which was not included in the scope of this assessment.

2.3 Existing Facility Condition

ATM conducted an onsite visual inspection of marina Dock A and Dock B to gain a basic understanding of the existing facility conditions. This study did not include an evaluation of the upland infrastructure. The condition of each marina component is described in the following sections.

2.3.1 Floating Docks & Anchor Piling

The marina operator indicated that floating dock facility was built in 1994. The marina has since undergone limited repairs including replacement of select power pedestals and supplemental bracing of a majority of the finger piers.

The floating dock system consists of galvanized steel framing atop polytub floatation units with timber/vinyl decking. This type of system is commonly observed at other similar freshwater and inland lake marinas. The finger piers range from approximately 25-ft to 40-ft in length and are angled approximately 30 degrees downstream. Marina utility service on the docks includes shore power and potable water. No standpipe fire suppression system was observed, however, fire extinguishers were located at the extreme ends of each main dock. The service dock includes a pumpout station that was reported to be operational and a marine fuel system that is no longer in service.

In addition to marina utility pedestals and typical marina appurtenances (emergency ladders, cleats, fire extinguishers, fuel dispensers, pumpout, fish cleaning tables, dock boxes, etc.) numerous other items were observed on the docks including kayak racks, tall storage lockers, grills and a refrigerator. These items appeared to be owned by tenant.

2.3.1.1 Dock A

Dock A includes the service dock area and 35 dedicated slips with angled finger piers. There are 12 slips with 25-ft long angled fingers and 23 slips with 40-ft long angled fingers. The main walkway dock is 8-ft wide. The 25-ft finger piers are 40-inches wide and the 40-ft finger piers are

52-inches wide. The anchor piles are 16-inch square concrete piles located along the shoreline side of the main walkway dock, spaced ~30-ft on-center. The floating dock anchor pile guides are all external type, consisting of galvanized steel framing and HDPE roller guides.

Specific observation items on Dock A included:

- The floating dock freeboard (distance between top of decking and water) appeared to be relatively consistent throughout Dock A and the overall dock floatation generally felt stable.
- Concrete anchor piles were observed to be generally intact, in good condition, with no visible cracking or spalling.
- A majority of the finger piers have been braced with supplemental timber or steel framing members which was reportedly installed after initial construction by the marina operator. The angle bracing near slip 10 was detached at one end.
- The decking consisted of a traditional timber decking with a non-skid vinyl material as the top finish layer:
 - The vinyl top layer had damage throughout Dock A including chipping, cracking, burn marks and was completely missing in select locations.
 - Where it could be observed, the timber decking was heavily weathered, damp and had vegetation growth (moss) in select areas. The marina operator reported that most of the decking was rotten beneath the vinyl layer. The decking fasteners were severely corroded where visible. A plywood patch had been placed over a rotten portion of decking near the service area creating a potential trip hazard.
- Five of the pile guides along Dock A were noted to have missing HDPE rollers which serve as a buffer between the dock and the anchor pile. The pile guide near slips 11/12 had a broken primary steel member.
- The (40-ft) finger pier at slips 3/4 and the (40-ft) finger pier at slips a 9/10 were reported to have completely broken away from the main walkway dock. Large steel hinge-type brackets have since been installed to repair the reported damages.
- The finger pier at slips 11/12 was broken/buckled at approximately halfway along the finger. Freeboard at the break was 23-inches and freeboard at the main walkway dock connection was 19-inches.



Photo 1 - Plywood patch on decking near service dock area



Photo 2 - Typical supplemental timber angle bracing



Photo 3 - Detached supplemental angle bracing near slip 10



Photo 4 - Large steel bracket near slips 9/10



Photo 5 - Broken pile guide near slip 11/12



Photo 6 - Typical concrete anchor pile (note missing vinyl decking)



Photo 7 - Missing HDPE roller on pile guide

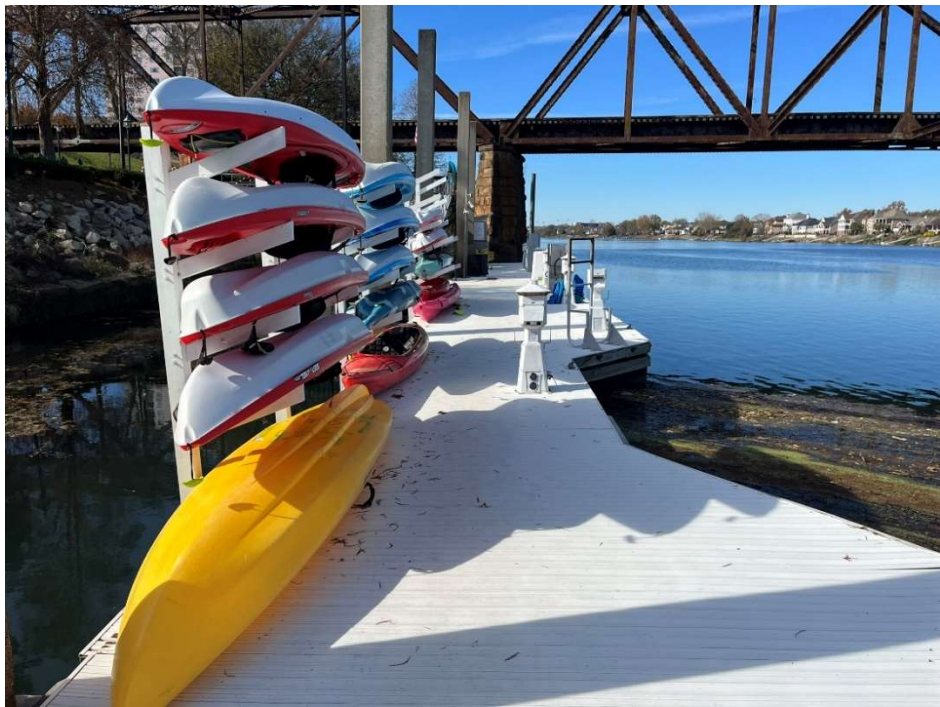


Photo 8 - Kayak racks near service dock area



Photo 9 - Pumpout unit



Photo 10 - Gasoline dispenser



Photo 11 - Diesel dispenser

In summary, the Dock A floatation, framing and anchor piles appeared to be in fair condition considering its age of ~30-years. However, several vessels significantly larger than the finger piers were observed on Dock A which may be resulting in excess loading forces on the floating dock system. Supplemental angle bracing members were likely installed to support the angled finger piers, however, this may be creating excess force on the internal structural framing of the dock system. The decking is considered to be in poor condition due to widespread the deterioration and rotting observed.

2.3.1.2 Dock B

Dock B is located downstream of Dock A and includes 33 dedicated slips with angled finger piers. There are 15 slips with 25-ft long (by 40-inch wide) fingers and 18 slips with 40-ft long (by 52-inch wide) fingers. The anchor piles for Dock B are 16-inch square concrete piles, spaced ~30 on-center along the shoreside of the main walkway dock. Anchor pile guides are primarily external, galvanized steel framing with HDPE rollers. One pile guide was observed to be an internal-type pile guide located adjacent to an access location.

Specific observation items on Dock B included:

- Near the berth for slips 43/44, freeboard was measured to be 21.5-inches and 21.0-inches on either side of the main pier (relatively consistent) and the floatation system overall generally felt stable.
- Concrete anchor piles were observed to be generally intact with no visible cracking or spalling.
- A majority (8 out of 9) of the 40-ft finger piers have been braced with supplemental timber or steel framing members which were reportedly installed after initial construction.
- Like Dock A, the decking consisted of a traditional timber decking with a non-skid vinyl material as the top finish layer:
 - The vinyl top layer had damages throughout Dock B including chipping, cracking, and was completely missing on the main walkway near slips 39/40, and on the finger piers near slips 62/63, and 66/67. The vinyl was raised on the main walkway near slip 67 creating a potential trip hazard.
 - In select areas where the vinyl layer was missing, the timber decking was observed to be heavily weathered and damp with vegetation growth (moss) in select areas. The decking fasteners were severely corroded where visible. A soft spot was noted near slips 36/37 which is indicative of the aged and rotten timber.
- A water line near slips 61/62 was observed to be leaking and the timber fender boards were damp with vegetation growth present (moss).
- A polytub floatation unit was observed to be loose along the main walkway dock near slips 57/58.
- There was a sunken vessel was observed in slip 67.
- Several loose cleats were noted and a re-located cleat was observed on Dock B.

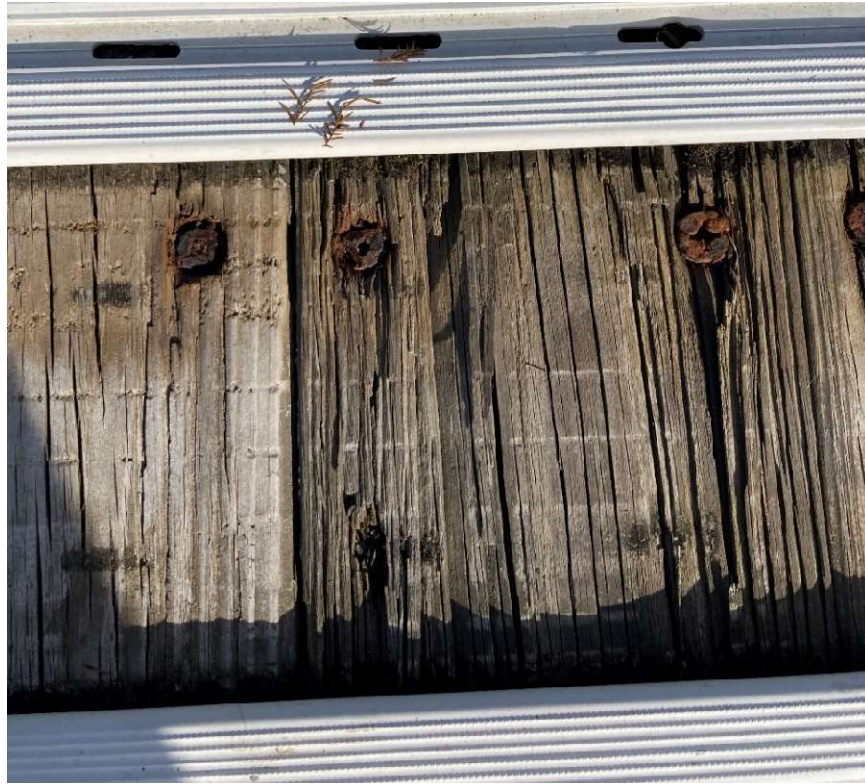


Photo 12 - Typical Heavily weathered condition of timber decking, note the corroded fasteners



Photo 13 - Water leak near slips 61/62



Photo 14 - Sunken vessel near slip 68

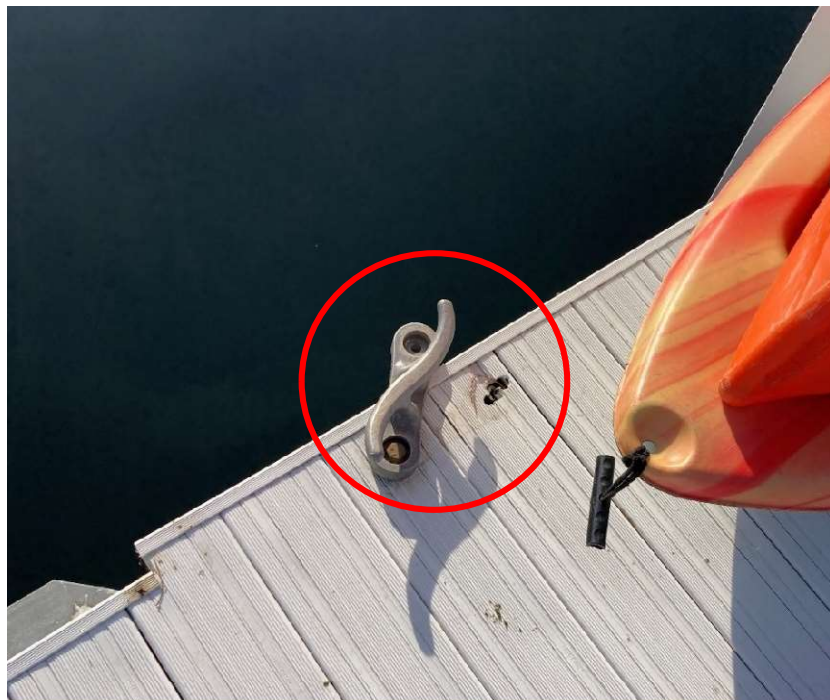


Photo 15 - Loose cleat



Photo 16 - Grills, kayak rack, and tall storage lockers located on floating dock

Similar to Dock A, the floatation, framing and anchor piles appeared to be in fair condition on Dock B considering its age of ~30-years. Vessels significantly larger than the finger piers were also observed on Dock B which may be resulting in excess loading forces on the floating dock system. The decking is considered to be in poor condition due to deterioration and rotting observed.

2.3.2 Fixed Access Pier & Gangway

There are a total of four locations to access the floating docks. See Figure 4 below showing the four access locations.



Figure 4 - Marina access locations

Each access consists of a walkway that bridges between the upland and a fixed, overwater pile supported platform. A gangway then ramps from the overwater platform down to the floating docks at each location. There is a key-lock security gate at each of the four access points constructed of standard chain-link fencing. Although it is not uncommon to see key-lock security at older facilities, it is more typical to see key-pad or key fob type security mechanisms for secure marina access. Marina utilities are routed from the upland, beneath each of the access structures and along the underside of the gangway into the floating dock system.

2.3.2.1 Dock A

The two access locations for Dock A include aluminum framed walkway bridges with timber and vinyl decking. Each overwater platform consists of timber piles, framing, railing, and decking with galvanized steel hardware for the primary structural connections. The platforms also have a vinyl decking layer on top of the timber decking. Gangway A-1 is ~45-ft in length and gangway A-2 is ~35-ft in length. The gangways consist of aluminum framing and handrails with timber and vinyl decking. The gangways have a row of timber 2x4's nailed on top of the vinyl walking surface for added traction when walking up and down the gangway. See Photo 17 below.



Photo 17. Gangway Ramp at Access A-2 showing walkway bridge and 2x4 timber treads

The timber and vinyl decking along each bridge, platform, and gangway ramp showed signs of aging with deterioration and moss growth and is considered to be poor condition. The other timber members on the platforms (handrails, piles, framing, cross-bracing) showed signs of deterioration consistent with their age, however didn't appear to be rotten. Minor corrosion was observed on the galvanized steel connection hardware. Aside from the decking, the overwater timber platforms on Dock A are overall considered to be in fair condition. The aluminum walkway bridges and gangway ramps showed little to no corrosion and are considered to be fair condition. However, the access gangway ramps did not appear to be ADA compliant with slope/length, toe-kick, transition plate and hand-rail requirements.

2.3.2.2 Dock B

Dock B access B-1 includes an aluminum frame walkway bridge, overwater timber platform, and aluminum frame gangway ramp all decked with timber and vinyl covering. The B-2 access is similar, but the timber platform is immediately adjacent to the bulkhead. See Photo 18 below.



Photo 18 - Timber platform adjacent to bulkhead at access B-2

Both of the Dock B gangways are approximately 30-ft in length with a row of timber 2x4's nailed on top of the vinyl decking for added traction. At the B-2 gangway landing, there was a piece of carpet observed on the transition plate and floating dock which may create a slip/fall hazard.

The timber and vinyl decking is heavily weathered and aged throughout. The B-2 access platform had plywood patches placed over several rotten portions of decking creating a potential trip hazard. See Photo 19. The decking overall is considered to be in poor condition.



Photo 19 - Plywood patches on B-2 Access Platform

The other timber platforms components (handrails, piles, framing, cross-bracing) are showing minor deterioration with some marine growth noted on the piles and cross bracing. Minor corrosion on the galvanized steel hardware was noted. Aside from the decking, the platforms serving Dock B are considered to be in fair condition. The aluminum gangway ramps and walkway bridge at B-1 all showed minor corrosion and are considered to be in fair condition. However, the access gangway ramps did not appear to be ADA compliant with slope/length, toe-kick, transition plate and hand-rail requirements.

2.3.3 Marina Utilities & Appurtenances

Inspection of the marina electrical system is excluded from the scope of this report, however, a general observation of marina utility components was conducted. Marina utility pedestals are located on the main walkway dock in between each angled finger pier. Utilities include shore power and potable water. A number of the pedestal units had been replaced in recent years. The original pedestals were observed to be manufactured by Marine Power & Light, while others have

been replaced with HyPower brand pedestals. It was reported that a utility pedestal had recently caught on fire on Dock A. The charred pedestal on Dock A was still being used by a slip holder, and numerous other pedestals were observed to be charred near the electrical receptacles which is indicative of a faulty system or pedestal. Due to potential fire and life safety concerns, it is advised that extreme caution should be used around the utility pedestals until a proper diagnosis is completed that identifies repair/replacement options. The original pedestals generally appeared to be in poor condition and are considered beyond their intended design life.

2.3.3.1 Dock A

In addition to the utility pedestals to service each slip, Dock A includes a service dock area for marine fuel and pumpout services. The marine fuel system includes both gasoline and diesel, neither of which were in working condition. It was reported that the diesel system has not been in operation for ~10 years and the gasoline system has not been operational since July 2022. The marina operator reported that METCO was assessing the upland tanks which are located in the parking area adjacent to the marina building. The upland tanks were not included in the scope of this assessment. The sewer pumpout unit is located adjacent to the fuel dispensers in the service dock area which was reported to be operational.

Specific observations included:

- Missing tops on pedestals near slips 1/2 and 2/3.
- Pedestal near slips 5 & 6 was heavily charred from reportedly catching on fire.
- Pedestal near slips 27/28 appeared unsafe to use on one side with char marks noted.
- Burn marks observed on pedestal near slips 29/30 & on decking.
- Significant weathering (including chipping, cracking, and missing covers) of utility pedestals was observed throughout the dock, which is indicative of their age.
- Approximately 4 pedestals had been replaced with HyPower brand pedestals.
- Severely deteriorated life rings (general safety appurtenances).
- Only two fire extinguishers were observed on the entire dock. Such spacing is not consistent with National Fire Protection Association (NFPA) guidelines (NFPA 303).



Photo 20 - Missing pedestal top at slips 1/2



Photo 21 - Burn marks on slip 5/6 pedestal that reported caught on fire

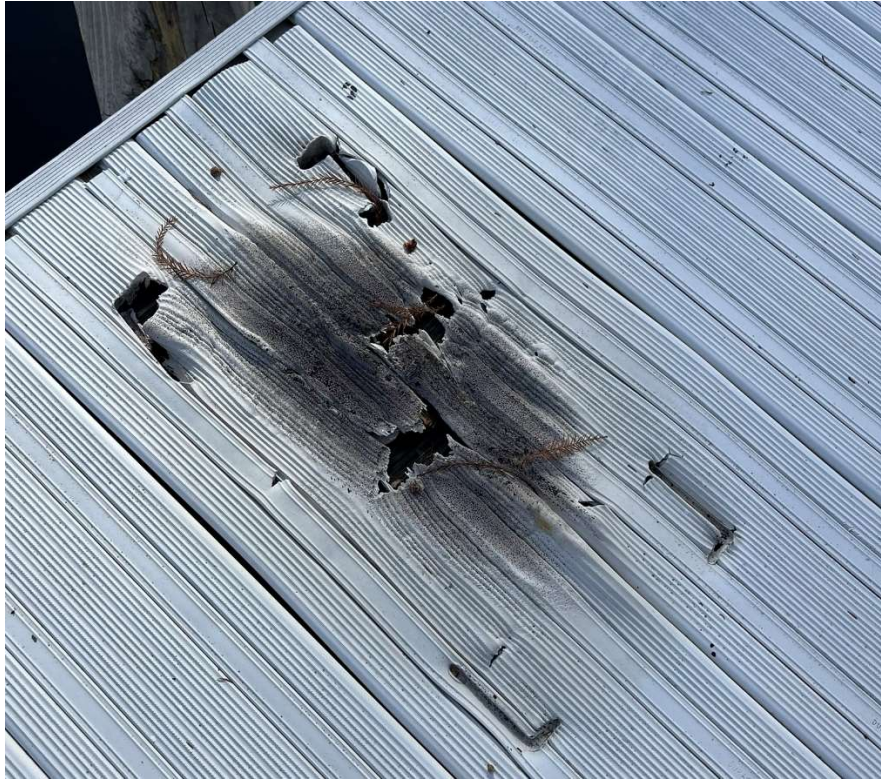


Photo 22 - Burnt vinyl decking



Photo 23 - Severely deteriorated life ring



Photo 24 - severely charred pedestal receptacle at slips 27/28

Due to the age of the existing marine utilities, significant burn marks on multiple pedestals, a recent fire at one of the pedestals, and non-functional fuel system, the general condition of the marina utility systems on Dock A are in considered to be in poor condition.

2.3.3.2 Dock B

Marina utilities on Dock B include shore power and potable water. Utility pedestals are located in between the angled finger piers to service each slip. A majority of the utility pedestals were observed to be the original Marine Power & Light manufactured unit, however some units had been replaced with HyPower brand pedestals. Several leaks in the water system were also noted.

Specific observations included:

- Cracked hose bibs on pedestals near slips 39/40, 41/42, 43/44, and 45/46.
- Numerous spliced power cords at pedestal near slips 43/44.
- Water leaks in pedestals near slips 52/53, 62/63, 64/65 and 66/67.
- Missing covers on pedestals near slips 64/65 and 66/67.

- Significant weathering (including chipping, cracking, and missing covers) of utility pedestals was observed throughout the dock.
- Leaking water valve at the end of Dock B near slip 68.
- Approximately 6 pedestals had been replaced with HyPower brand pedestals.
- Severely deteriorated Life Rings.
- Only two fire extinguishers were observed on the entire dock. This spacing is not consistent with National Fire Protection Association (NFPA) guidelines (NFPA 303).



Photo 25 - Typical cracked hose bib on pedestal



Photo 26 - Numerous spliced power cords at slips 43/44



Photo 27 - Leaking water valve near slip 68



Photo 28 - Typical HyPower brand pedestal

Due to the age of the existing marine utilities and water leaks noted throughout, the general condition of the marina utility systems on Dock B are considered to be in poor condition.

2.3.4 Shoreline

The shoreline consists of a sloped rock revetment landward of Dock A and a vertical steel sheet pile wall with concrete cap landward of Dock B. Further detail and the condition of each shoreline area/treatment are further described in the following sections.

2.3.4.1 Dock A

The rock revetment along Dock A is approximately 800-ft long. The revetment is made up of angular (rip rap type) stone of varying size (well graded) along most of the slope with a double

layer of large rectangular quarried stone at the toe. Based on observation, the toe-stones are approximately 8-inches thick x 12-inches wide x 36-inches long (8x12x36). The larger toe stones provide a substantial mass foundation for the shoreline stabilization structure. The size of the angular stone varies between approximately 12-inch to 20-inch diameter. At the top of the revetment is row of landscape hedges with a sidewalk and parking area immediately upland of the landscaping.



Photo 29 - Typical sloped rock revetment condition (front view)



Photo 30 - Typical sloped rock revetment condition (side view)

It is understood that the rock revetment was installed during original construction of the marina in 1994. It appears that the angular rock has settled/shifted downward along the slope but is still being retained by the large toe stone in most areas. Vegetation growth was observed throughout the entire length of revetment which is indicative of the structure's age. The angular stone was observed to be sparse in some areas and could use repair. In select locations the toe stones have shifted or settled out of place which is also an area of recommended repair. The locations of toe stone settlement are indicated in Figure 5 and represented in Photo 31 & Photo 32.

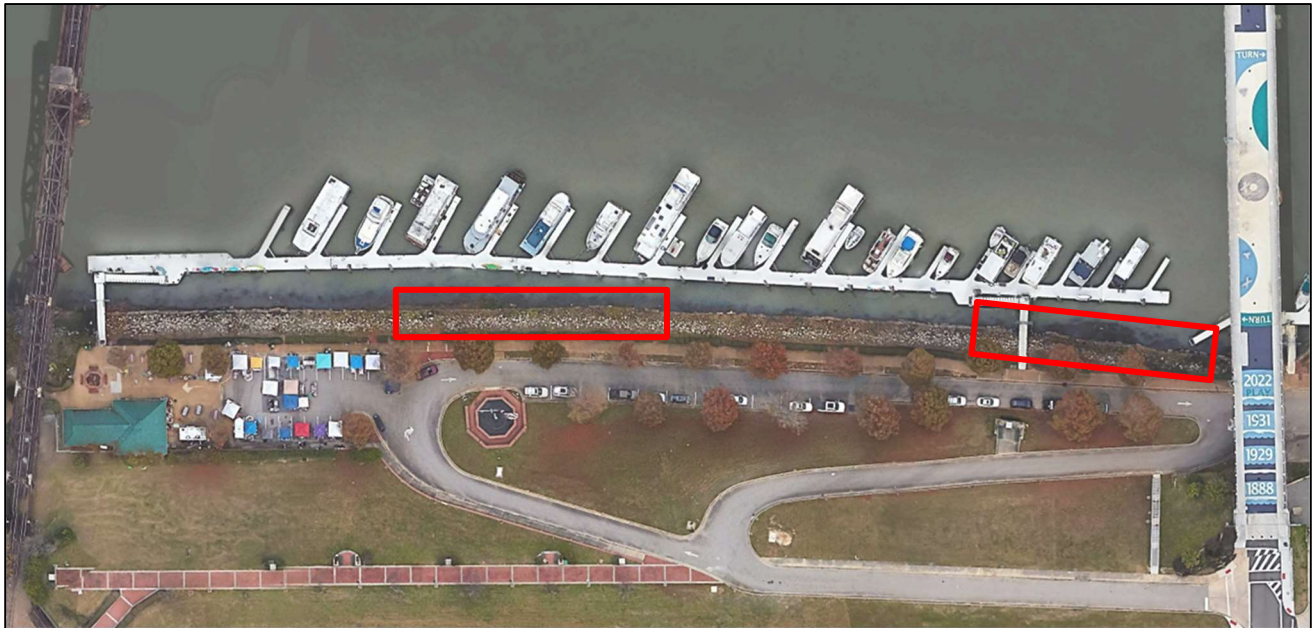


Figure 5 - Locations of toe stone settlement



Photo 31 - Apparent settlement of toe stones



Photo 32 - Apparent settling angular stone & toe stone

Adjacent to the marina store, there appeared to be some backfill loss and minor settlement upland of the rock revetment. Despite the observed settlement of angular stone and toe stones, and observed backfill loss, the rock revetment shoreline is considered to be in fair overall condition. Recommended repairs include adding angular stone in sparse areas and adding toe stone where settlement was observed. Additionally, continued monitoring of the revetment is recommended.

2.3.4.2 Dock B

The vertical steel sheet pile wall along Dock B is approximately 530-ft long. The structure includes z-pile type steel sheeting with a concrete cap and intermediate double c-channel steel water beam on the water side of the wall, see Photo 33 below.



Photo 33 - Steel sheet pile wall typical condition

The wall is tied back with steel tie-rods connected to the water beam. Weep holes were observed periodically along the length of the wall, slightly above the elevation of the water beam. The weep holes appear to utilize a one-way valve cap. Immediately upland of the steel sheet pile wall is a parking area for marina and park users. On top of the concrete cap there is a fall protection guard rail running the length of the wall.

There were no signs of significant backfill loss along the wall. There was minor backfill loss observed near the B-1 dock access location. The City reported that during significant rainfall events, stormwater flows down the adjacent upland levee, through a break in the curb, and towards the sheet pile wall in this area which may contribute to the observed backfill loss.

On the water side, there was debris and plant growth noted on the water beam which was likely deposited during water fluctuations of the river. Additionally, the weep holes were observed to be

clogged with debris and/or had caps stuck in the open position. The wall is generally considered to be in good condition with no signs of advanced deterioration, deflection, or stress noted.



Photo 34 - Vegetation growth on steel waler beam



Photo 35 - Minor backfill loss observed near B-1 access location

2.4 Repair and Maintenance/Replacement

The floating dock system at 5th Street Marina remains functional despite aging infrastructure throughout the facility. Replacement of select utility pedestals have improved this component of the marina, however we have significant concerns with the electrical and plumbing systems that should be addressed immediately. Although some components of the marina are in fair to good condition, recommendations for repair are somewhat difficult in a marina of this age.

ATM has specific concerns based on the site inspection including the poor condition of the decking throughout the marina, faulty marine electrical system, lack of fire protection and safety appurtenances (life rings & safety ladders), and oversized vessels exerting excess loading forces on the floating dock structural frame. Supplemental angle bracing on the finger piers is likely creating unaccounted force(s) on structural members of the floating docks.

As mentioned, the floating dock system was constructed in 1994. The typical design life for a floating dock marina is approximately 25 years. Understanding the marina is 30 years old, repair costs should be carefully considered with respect to the remaining useful life of the floating dock system versus the costs of a full anticipated replacement.

2.4.1 Repair/Maintenance

As an alternative to full replacement, the following maintenance and repair items are offered for consideration, but should be weighed against the age of the floating dock system:

- Provide additional fire extinguishers consistent with NFPA 303.
- Remove debris and vegetation growth from the sheet pile wall waler beam that may promote pre-mature corrosion. Monitor and repeat as needed.
- Clear debris from weep holes, thoroughly inspect, and monitor to ensure proper function of the weep holes to relief hydrostatic pressure from behind the wall.
- Replace decking on all floating docks, gangways, platforms, and bridges.
- Re-attach all mooring cleats.
- Replace pile guide HDPE rollers where missing.
- Replace entire marina utility system (electrical & water).

- Repair the revetment in areas where settlement of angular stone and toe stones have occurred.

In addition to these repairs, a solution for properly dealing with the large vessels in the marina should be developed. Without original design information, the structural capacity of the dock system is unknown. The reported failure of the finger piers and installation of the supplemental bracing suggests that the vessels moored in the marina may be creating unanticipated loading on the dock system. This may be studied further via forensic engineering analysis to determine the condition of the interior framing system of the docks, the structural capacity of the existing dock system and the viability of the supplemental finger pier bracing. Alternatively, the over-sized vessels in the marina may be removed in an effort to decrease loading on the dock system. This would, of course, impact the financial performance of the marina asset.

Repairs and maintenance suggested herein would certainly be an improvement to the current conditions of the marina and may allow for continued use of the facility. Aside from replacing the marina utility systems and revetment repairs, this approach would not be considered an “engineered” solution, but a stop-gap measure at extending the life of the dock system.

2.4.1.1 Rough Order of Magnitude (ROM) Costs

A ROM cost estimate for the marina repairs and maintenance is shown in Table 1.

Table 1 - Repair & Maintenance ROM costs

5th Street Marina - ROM Costs - Repair and Maintenance					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization & Demolition	1	LS	\$ 75,000	\$ 75,000
2	Fire Extinguishers	14	EA	\$ 500	\$ 7,000
3	Safety Ladders & Life Rings	1	LS	\$ 3,500	\$ 3,500
4	Re-attach Cleats & New Roller Guides	1	LS	\$ 5,000	\$ 5,000
5	Replace Decking	18,500	SF	\$ 45	\$ 832,500
6	Replace Marine Utilities (shore power & potable water)	1	LS	\$ 1,000,000	\$ 1,000,000
7	Repair Revetment	300	LF	\$ 400	\$ 120,000
8	Planning, Engineering & Permitting	10	%	\$ 196,800	\$ 196,800
9	Contingency	10	%	\$ 196,800	\$ 196,800
Project Total					\$ 2,436,600
Alt. 1	Marina Fuel System	1	LS	\$ 350,000	\$ 350,000

Notes:

1. This cost estimate is preliminary and for general use only.
2. Item 5 includes decking on all bridges, platforms, gangways & floating docks.
3. Item 6 includes shore power & potable water systems and assumes adequate upland supply at the shoreline/bulkhead.
4. Tank removal and soil remediation costs are not included in Marine Fuel System alternate bid item (Alt. 1).

2.4.2 Replacement

Due to the age and poor condition of numerous components of the marina, ATM recommends a full replacement of the facility. The replacement would include new bridges, platforms, security gates, gangways, floating docks and anchorage, marina utilities, fire protection and life safety systems. The replacement should include a site-specific engineering design to properly and safely accommodate expected loading (i.e. vessel sizes), utility demands, site conditions (water depths and geotechnical conditions), and code compliance requirements (ADA accessibility, NEC, NFPA, etc.).

2.4.2.1 Rough Order of Magnitude (ROM) Costs

A ROM cost estimate for the marina replacement is shown in Table 2.

Table 2 - Replacement ROM costs

5th Street Marina - ROM Costs - Replacement					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	1	EA	\$ 150,000	\$ 150,000
2	Demolition	1	LS	\$ 150,000	\$ 150,000
3	Access Bridges & Platforms	4	EA	\$ 30,000	\$ 120,000
4	Security Gates	4	EA	\$ 25,000	\$ 100,000
5	ADA Gangway	1	EA	\$ 100,000	\$ 100,000
6	Standard Gangways	3	EA	\$ 50,000	\$ 150,000
7	Repair Revetment	300	LF	\$ 400	\$ 120,000
8	Floating Docks & Anchor Pilings	17,500	SF	\$ 150	\$ 2,625,000
9	Marina Utilities (shore power & potable water)	1	LS	\$ 950,000	\$ 950,000
10	Fire Suppression & Life Safety	1	LS	\$ 200,000	\$ 200,000
11	Pumpout System	1	LS	\$ 50,000	\$ 50,000
12	Planning, Engineering & Permitting	10	%	\$ 471,500	\$ 471,500
13	Contingency	10	%	\$ 471,500	\$ 471,500
Project Total					\$ 5,658,000
Alt. 1	Marina Fuel System	1	LS	\$ 350,000	\$ 350,000

Notes:

1. This cost estimate is preliminary and for general use only.
2. It is assumed water depths are adequate and no dredging is required.
3. Items 9 & 10 assume adequate upland utility supply at the shoreline/bulkhead.
4. Tank removal and soil remediation costs are not included in Marine Fuel System alternate bid item (Alt. 1).

Katie Cornelius

From: Maria Rivera-Rivera
Sent: Tuesday, July 16, 2024 10:43 AM
To: Katie Cornelius
Subject: FW: [EXTERNAL] 5th Street Marina Replacement

Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Rett Harbeson <rharbeson@thejlagroup.com>
Sent: Monday, June 3, 2024 3:23 PM
To: Ron Lampkin <RLampkin@augustaga.gov>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Subject: RE: [EXTERNAL] 5th Street Marina Replacement

Per the Tier 1 assessment full replacement cost is around \$6 million dollars.

I would estimate the electrical to be \$300,000, but that is a complete shot in the dark.

Rett

Everett D. Harbeson III, PLA
CLARB Certified Landscape Architect
Johnson, Laschober & Associates, P.C.
1296 Broad Street
Augusta, Georgia 30901
Tel. 706.724.5756
Cell 706.394.2052
Fax 706.724.3955
Email: rharbeson@theJLAgrou.com

From: Ron Lampkin <RLampkin@augustaga.gov>
Sent: Monday, June 3, 2024 3:17 PM
To: Rett Harbeson <rharbeson@thejlagroup.com>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Subject: RE: [EXTERNAL] 5th Street Marina Replacement

Thanks for this Rett,

By chance, can you give me a rough estimate on what construction cost might be for this.

Ron Lampkin | Interim Director
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-821-2300 | (c) 706-513-2109
rlampkin@augustaga.gov | www.augustaga.gov



From: Rett Harbeson <rharbeson@thejlagroup.com>
Sent: Monday, June 3, 2024 2:36 PM
To: Ron Lampkin <RLampkin@augustaga.gov>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Subject: [EXTERNAL] 5th Street Marina Replacement

Ron,
Please see the attached proposals. One covers electrical replacement only the other covers the full replacement.

Let me know if you have any questions or comments.

Thanks, Rett



Johnson, Laschober & Associates, P.C.
Architects • Engineers • Landscape Architects

Everett D. Harbeson III, PLA

CLARB Certified Landscape Architect

JOHNSON, LASCHOBER & ASSOCIATES, P.C.

1296 Broad St.
Augusta, GA 30901

706.724.5756 *phone*

706.394.2052 *cell*

706.724.3955 *fax*

rharbeson@thejlagroup.com

www.thejlagroup.com

[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless

that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

AED:104.1



Administrative Services Committee Meeting

Meeting Date: 08/13/2024

HCD_ Healthy Homes Production Grant Program

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Request to approve submission of the Healthy Production Grant and authority for the Mayor, as Augusta, Georgia’s Certifying Official, to execute the documents.

Background: On October 5, 2022, the U.S Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH) awarded \$4,026,668.54 (itemized breakdown subject to change while award amount remains the same) to Augusta, Georgia as part of the record investment of \$126 million nationwide to 26 state and local government agencies, that will help protect Augusta children and families from lead-based paint and home health hazards. The Office of Lead Hazard Control and Healthy Homes grant includes \$3,650,000.00 in Lead-Based Paint Hazard Reduction Grant Program funding and \$400,000.00 in HUD’s Healthy Homes Supplemental funding.

Housing and Community Development is interested in applying for supplemental funding through The FY24 Healthy Homes Production Grant Program. This program aims to identify and mitigate housing-related health and safety hazards to reduce the number of families and individuals living in homes with health hazards. This program supports comprehensive housing interventions to ensure safer and healthier homes. The minimum award is \$1,000,000 and the maximum award is \$2,000,000. This Program does not require cost sharing or matching, but does require leverage.

Analysis: If approved by Augusta, Georgia Commission, the Housing and Community Development Department will be able to evaluate the effectiveness of housing interventions, and barriers and incentives to better understand the most cost saving strategies.

Financial Impact:

If approved, HCD will move forward to apply for the Healthy Homes Production Grant in hopes of receiving funding. Funding awards range from \$ 1 million to \$ 2 million.

Alternatives:

Do not approve HCD to apply for the Healthy Homes Production Grant.

Recommendation:

Request to approve submission of the Healthy Homes Production Grant and authority for the Mayor, as Augusta, Georgia’s Certifying Official, to execute the documents.

Funds are available in the following accounts:

Awards will range from \$1,000,000 to a maximum of \$2,000,000. This Program does not require cost sharing or matching, but does require leverage.

REVIEWED AND APPROVED BY:

- Procurement
- Finance
- Law
- Administrator
- Clerk of Commission

FY24 Healthy Homes Production Grant Program (FR-6800-N-44) Due September 4, 2024

Program Overview

The FY24 Healthy Homes Production Grant Program aims to identify and mitigate housing-related health and safety hazards to reduce the number of families and individuals living in homes with health hazards. This program supports comprehensive housing interventions to ensure safer and healthier homes.

Requirements

Applicant Eligibility: Eligible applicants include state and local governments, Native American tribes, and other organizations involved in housing and health services. If you were awarded a grant under the FY2023 HHP NOFO, you are ineligible to apply for FY 2024 HHP funding.

Funding Information

Estimated Total Funding:

\$40,000,000

Minimum Award Amount:

\$1,000,000 Per Project Period

Maximum Award Amount:

\$2,000,000

Per Project Period

Healthy Homes Direct Costs. Awardees must expend at least sixty-five percent (65%) of grant funds on direct costs defined specifically as healthy homes identification and remediation activities in the home. Based on the eight Healthy Homes Principles, grantees are required to assess and remediate housing-related health and safety hazards using a comprehensive Healthy Homes Assessment Tool to identify /address hazardous conditions that pose a likelihood of harm to occupants. OLHCHH anticipates an average unit cost of \$10,000, to include assessments, labor, Healthy Homes interventions, and any necessary follow up. Pgs. 16-18 for details.

Match Requirements:

Program	Minimum Match (of federal request)	Direct Lead Hazard Control Costs	Maximum Administrative Costs
LHRCBG	10%	65%	10%

Shared costs or matching funds and contributions must not be paid by another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs. NOTE: Community Development Block Grant (CDBG) funds may be used as match to satisfy the matching resource requirements, provided they are specifically

FY24 Healthy Homes Production Grant Program (FR-6800-N-44) Due September 4, 2024

designated for the activities and costs allowed in this NOFO. Proposed matching commitments that are not eligible, such as, funding sources that are federal (e.g., HOME or Weatherization Assistance Program funds) or that are not committed for allowable uses (e.g., rehabilitation, code compliance) will not be counted towards satisfying the match requirements of the programs in this NOFO.

Merit Criteria (15-page maximum length + budget narrative -see Appendix B)

The merit criteria for the FY24 Healthy Homes Production Grant Program (FR-6800-N-44) are divided into four rating factors, each with specific sub-factors and maximum points:

Rating Factor 1: Applicant and Partner Capacity (35 points)

This factor assesses the capacity of the applicant and partners to successfully implement the grant. It includes the following sub-factors:

- **Key Personnel (10 points):** Evaluation of the qualifications and experience of key personnel, such as the Project Director (PD) and Program Manager (PM). The PM must dedicate at least 50% of their time to the grant. Resumes and job descriptions for planned key personnel are required.
- **Organizational Experience (12 points):** The applicant's experience in managing similar programs, achieving performance benchmarks, and implementing financial management controls. Examples include past performance in programs like the Community Development Block Grant's housing rehabilitation activities, Healthy Homes Demonstration, and others.
- **Equity Experience and Plan (12 points):** Demonstration of experience and plans for promoting racial equity, affirmative marketing, and outreach. This includes:
 - **Affirmative Marketing and Outreach (2 points):** Strategies to market the program broadly, particularly to demographic groups least likely to be aware of it.
 - **Experience Promoting Racial Equity (8 points):** Experience in working with underserved communities, particularly Black and Brown communities.
 - **Affirmatively Furthering Fair Housing (2 points):** How the proposed activities align with fair housing requirements to address disparities and promote integration.
- **Contractor/Sub-Recipient Capacity (1 point):** Adherence to federal procurement processes for hiring contractors or sub-recipients.

Rating Factor 2: Need and Extent of the Problem (30 points)

This factor evaluates the level of need for the program based on selected data points. The application should document the specific needs and extent of housing-related health hazards in the target area.

FY24 Healthy Homes Production Grant Program (FR-6800-N-44) Due September 4, 2024

Rating Factor 3: Program Financial Management (25 points)

This factor assesses the viability and soundness of the proposed budget and financial management plan. It includes the evaluation of the proposed expenditures and financial controls.

Rating Factor 4: Advancing Racial Equity (8 points)

This factor is dedicated to addressing the applicant's efforts to advance racial equity in the program activities. The response should cover how the program will promote equity and include strategies for affirmative marketing and outreach, experience in promoting racial equity, and aligning activities with fair housing requirements.

Other Factors

- **Section 3 Requirement (2 points):** Ensuring job and contract opportunities for residents and businesses.
- **Promise Zone Preference Points (2 points):** Additional points for activities in Promise Zones.

Scoring Summary

- **Total Points:** 102 points
- **Minimum Required for Funding Consideration:** 75 points

Scoring and Evaluation

- Applications must score at least 75 points to be considered for funding.
- Points are awarded based on the quality of responses, ranging from "Outstanding" (100%) to "Non-Responsive" (0%).

Eligible Expenses and Activities

1. **Direct Healthy Homes Remediation Costs (at least 65% of grant funds)**
 - **Conduct Testing:** Includes sampling, testing, and analysis for allergens, carbon monoxide, radon, and other health hazards.
 - **Radon Testing:** Must be conducted by a credentialed professional.
 - **Remediation Activities:** Based on the eight Healthy Homes Principles, including interventions to address identified hazards.
2. **Administrative Costs (up to 10% of grant funds)**
 - **General Program Administration:** Preparing budgets, reports, interagency agreements, and compliance systems.
 - **Travel and Equipment:** Costs related to program administration, including office supplies and necessary training.
 - **Indirect Costs:** Allowable under specific federal requirements and must be charged in accordance with a cost allocation plan or indirect cost rate agreement.
3. **Ineligible Expenses**
 - Purchase of real property.
 - Equipment purchases exceeding \$5,000 per unit,

FY24 Healthy Homes Production Grant Program (FR-6800-N-44) Due September 4, 2024

- except for X-ray fluorescence analyzers.
- Medical treatment costs.
- Solely behavioral change activities or education without accompanying remediation.



Administrative Services Committee

Meeting Date: August 13, 2024

General La Fayette Historical Marker

Department: Central Services Department

Presenter: Ron Lampkin, Director and Charles Jackson, Deputy Administrator

Caption: Approve Marquis de La Fayette Historical Marker on Municipal Grounds

Background: During the June 4,, 2024 Commission meeting, the Office of the Administrator was tasked with performing due diligence regarding the placement of a historical marker along the Augusta Municipal Building grounds (facing Greene Street). The marker would commemorate General Lafayette’s historic visit to Augusta in March 1825. Specifically speaking, historical records indicate that a much-publicized banquet in honor of General Lafayette was held on the current Municipal Building Grounds. Historical accounts indicate that hundreds attended the event.

Analysis: The “Friends of La Fayette” is requesting to place a historical marker on the Municipal Building grounds commemorating the banquet held in General La Fayette’s honor. There will be no fiscal cost to Augusta-Richmond County Government if markers are erected on the Municipal Building grounds. The marker will be funded by The Friends of La Fayette and other supporters. Maintenance of the marker requires minimum maintenance. Lastly Augusta-Richmond County will not be liable for damages to the marker. The marker shall read:

LA FAYETTE’S TOUR
FROM MARCH 23 TO MARCH 2, 1825
GENERAL LA FAYETTE WAS HOSED IN AUGUSTA
HE WAS HONORED AT A BANQUET HELD HERE
AT THE CITY HALL, AND ENTERTAINED AT
A GRAND BALL AT THE PLANTERS HOTEL
WILLIAM C. POMEROY FOUNDATION 2025

Financial Impact: No financial impact for marker, pole and shipping.

Alternatives: Do not approve Marquis de La Fayette Historical Marker on Municipal Grounds.

Recommendation: Motion to approve Marquis de La Fayette Historical Marker on Municipal Grounds.

Funds are N/A
available in the
following
accounts:

REVIEWED AND Takiyah Douse, Interim Administrator.

APPROVED BY:



Takiyah A. Douse
Interim Administrator

TO: Takiyah Douse, Administrator
FROM: Charles Jackson, Deputy Administrator
DATE: August 2, 2024
SUBJECT: Marquis de La Fayette Historical Marker

Background

During the June 4,, 2024 Commission meeting, the Office of the Administrator was tasked with performing due diligence regarding the placement of a historical marker along the Augusta Municipal Building grounds (facing Greene Street). The marker would commemorate General Lafayette’s historic visit to Augusta on March 3, 1825. Specifically speaking, historical records indicate that a highly publicized banquet in honor of General Lafayette was held on the current Municipal Building Grounds. Historical accounts indicate that hundreds attended the event.

Historical Markers Nationwide (“The La Fayette Trail”)

General La Fayette’s contributions have been commemorated throughout the United States, heralding his indelible contributions relating the American Revolution. To date, about 140 markers have already been erected, mostly in the northeastern states. A dedicated group known as “The Friends of Lafayette” and other supporting groups have been erecting historical markers creating what is affectionately known as the “Lafayette Trail”.

A Georgia committee is currently planning to place markers along Lafayette’s 1825 route in this state. The towns include:

- 1. Augusta
- 2. Macon
- 3. Savannah
- 4. Sparta
- 5. Warrenton
- 6. Milledgeville
- 7. Roberta

Request of “The Friends of La Fayette”

The Friends of La Fayette is requesting to place a historical marker on the Municipal Building grounds commemorating the banquet held in La Fayette’s honor. There will be no fiscal cost (marker, pole and shipping) to Augusta-Richmond County Government if markers are erected on the Municipal Building grounds. The marker will be funded by The Friends of La Fayette and other supporters. Maintenance of the marker requires minimum maintenance. Lastly Augusta-Richmond County will not be liable for damages to the marker.

Takiyah A. Douse
Interim Administrator

Engineering Department Role/Duties related to Marker Installation

After the historical marker is made, the various components are shipped to the Traffic Engineering Sign Shop located at 1815 Marvin Griffin Road. AED Traffic Engineering will contact owner and schedule installation. The only portion of the process that Traffic Engineering assists with is the installation of the new historical marker.

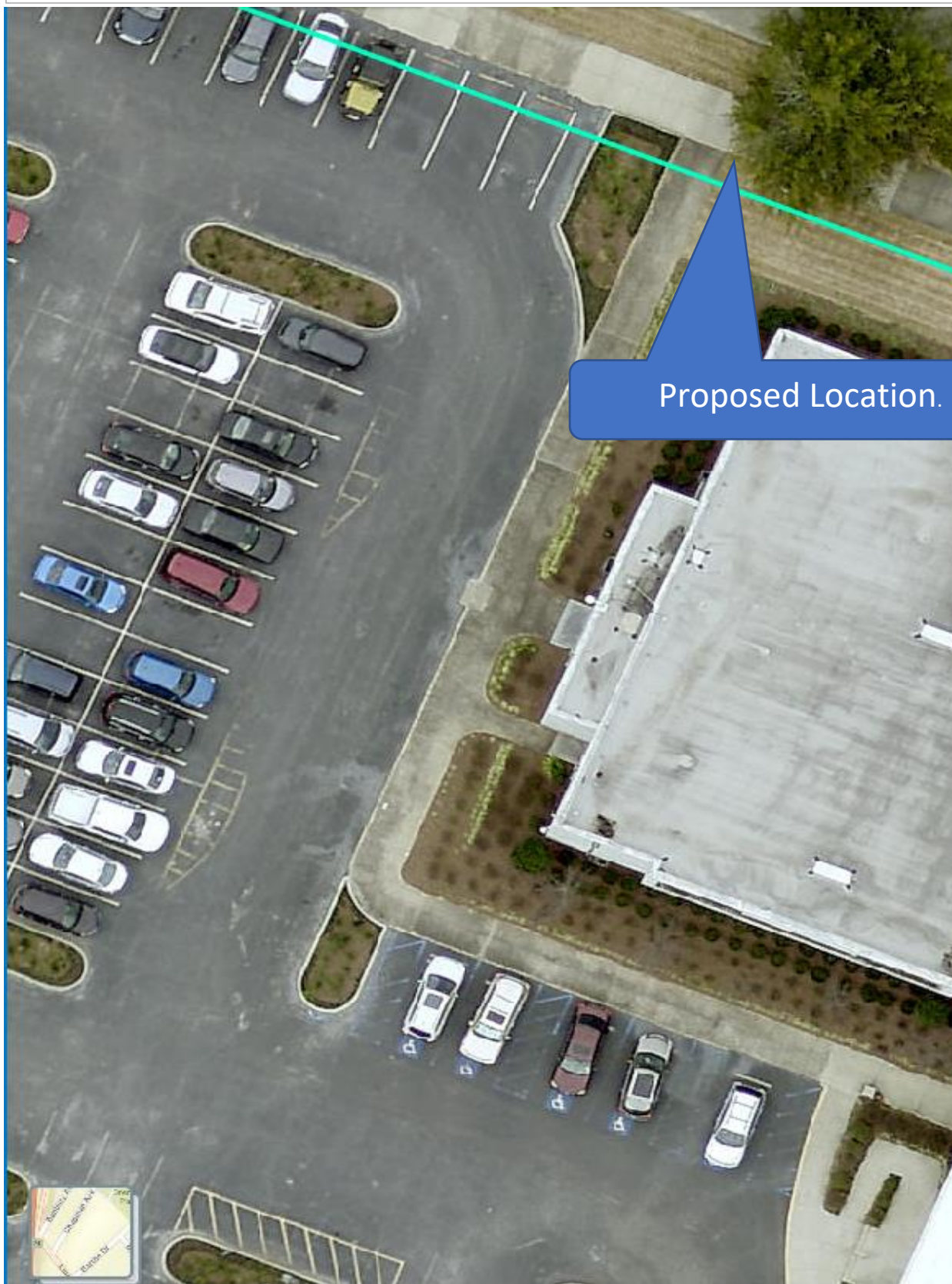
Next Steps

I recommend (with allowance of public comment) that the Augusta-Richmond County Commission vote in approval of placing a historic marker in honor of General La Fayette's ceremonial banquet held in its exact location on the Municipal Building grounds. This specific marker would align with the markers designated in other Georgia cities by exhibiting similar marker features (see below).

Fig.1 Style and Format of La Fayette Tour Markers



Proposed Sign L





Location for Historical Marker for

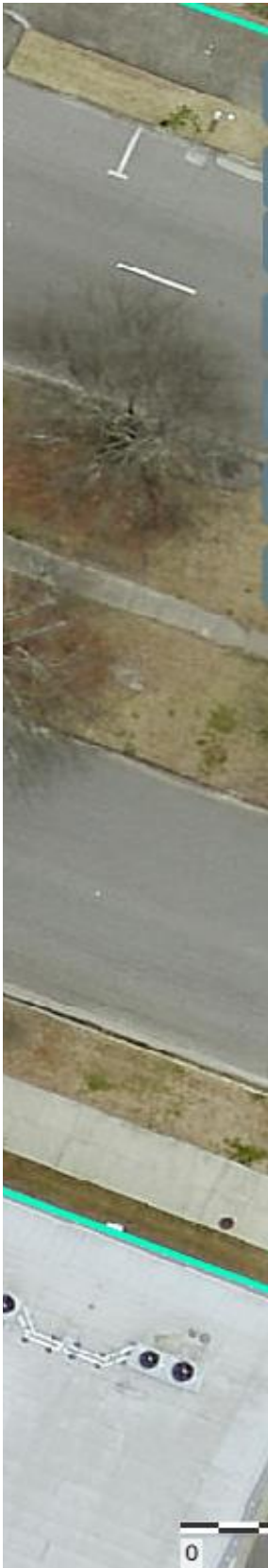
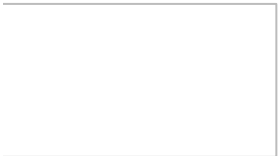




r "The La Fayette Trail"







Power

Augusta

G E O R G I A

Administrative Services Committee

Meeting Date: August 13, 2024

General La Fayette Historical Marker

- Department:** Central Services Department
- Presenter:** Ron Lampkin, Director and Charles Jackson, Deputy Administrator
- Caption:** Receive as information the Office of the Administrator's Update and Findings regarding a proposed Marquis de La Fayette Historical Marker on Municipal Grounds
- Background:** During the June 4,, 2024 Commission meeting, the Office of the Administrator was tasked with performing due diligence regarding the placement of a historical marker along the Augusta Municipal Building grounds (facing Greene Street). The marker would commemorate General Lafayette's historic visit to Augusta in March of 1825. Specifically speaking, historical records indicate that a much-publicized banquet in honor of General Lafayette was held on the current Municipal Building Grounds. Historical accounts indicate that hundreds attended the event.
- Analysis:** The "Friends of La Fayette" is requesting to place a historical marker on the Municipal Building grounds commemorating the banquet held in General La Fayette's honor. There will be no fiscal cost to Augusta-Richmond County Government if markers are erected on the Municipal Building grounds. The marker will be funded by The Friends of La Fayette and other supporters. Maintenance of the marker requires minimum maintenance. Lastly Augusta-Richmond County will not be liable for damages to the marker. The marker shall read:

LA FAYETTE'S TOUR
FROM MARCH 23 TO MARCH 2, 1825
GENERAL LA FAYETTE WAS HOSED IN AUGUSTA
HE WAS HONORED AT A BANQUET HELD HERE
AT THE CITY HALL, AND ENTERTAINED AT
A GRAND BALL AT THE PLANTERS HOTEL
WILLIAM C. POMEROY FOUNDATION 2025

Note: A perpetual maintenance agreement between Augusta and the "Friends of La Fayette" would be required to complete/execute this request.

Financial Impact: No financial impact for marker, pole and shipping.

Alternatives: Do not receive as information the Office of the Administrator’s Update and Findings regarding Marquis de La Fayette Historical Marker on Municipal Grounds.

Recommendation: Receive as information the Office of the Administrator’s Update and Findings regarding a proposed Marquis de La Fayette Historical Marker on Municipal Grounds

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: Takiyah Douse, Interim Administrator.

Takiyah A. Douse
Interim Administrator

TO: Takiyah Douse, Administrator
FROM: Charles Jackson, Deputy Administrator
DATE: August 2, 2024
SUBJECT: Marquis de La Fayette Historical Marker

Background

During the June 4,, 2024 Commission meeting, the Office of the Administrator was tasked with performing due diligence regarding the placement of a historical marker along the Augusta Municipal Building grounds (facing Greene Street). The marker would commemorate General Lafayette’s historic visit to Augusta in March of 1825. Specifically speaking, historical records indicate that a highly publicized banquet in honor of General Lafayette was held on the current Municipal Building Grounds. Historical accounts indicate that hundreds attended the event.

Historical Markers Nationwide (“The La Fayette Trail”)

General La Fayette’s contributions have been commemorated throughout the United States, heralding his indelible contributions relating to the American Revolution. To date, about 140 markers have already been erected, mostly in the northeastern states. A dedicated group known as “The Friends of Lafayette” and other supporting groups have erected historical markers creating what is affectionately known as the “Lafayette Trail”.

A Georgia committee is currently planning to place markers along Lafayette’s 1825 route in this state. The towns include:

1. Augusta
2. Macon
3. Savannah
4. Sparta
5. Warrenton
6. Milledgeville
7. Roberta

Request of “The Friends of La Fayette”

The Friends of La Fayette is requesting to place a historical marker on the Municipal Building grounds commemorating the banquet held in La Fayette’s honor. There will be no fiscal cost (marker, pole and shipping) to Augusta-Richmond County Government if markers are erected on the Municipal Building grounds. The marker will be funded by The Friends of La Fayette and other supporters. Maintenance of the marker requires minimum maintenance. Lastly Augusta-Richmond County will not be liable for damages to the marker.

Takiyah A. Douse
Interim Administrator

Engineering Department Role/Duties related to Marker Installation

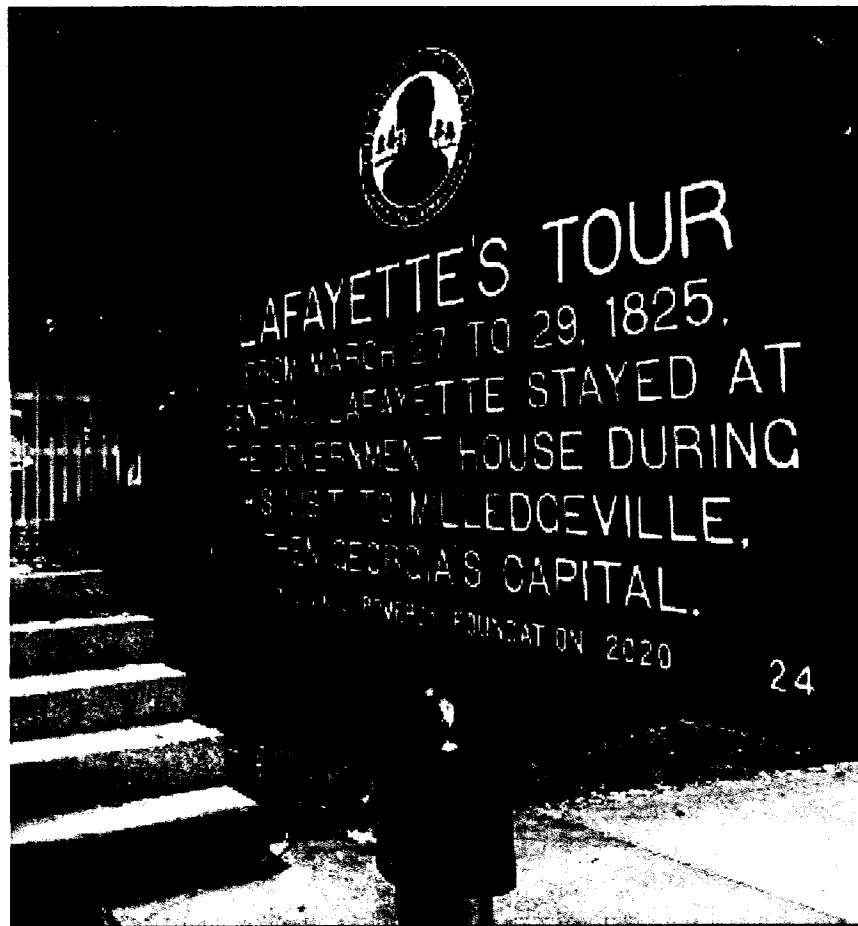
After the historical marker is made, the various components are shipped to the Traffic Engineering Sign Shop located at 1815 Marvin Griffin Road. AED Traffic Engineering will contact owner and schedule installation. The only portion of the process that Traffic Engineering assists with is the installation of the new historical marker.

Next Steps

I recommend that the Augusta-Richmond County Commission receive this report and its findings as an update regarding placing a historic marker in honor of General La Fayette's ceremonial banquet held on the Municipal Building grounds. The proposed marker would align with the markers designated in other Georgia cities by exhibiting similar marker features (see Figure 1 below).

Lastly, I also recommend that an opportunity for public comment be allowed as a measure of additional due diligence. This would allow the public to provide further information into the Commission's final decision.

Figure.1 Style and Format of La Fayette Tour Markers





Administrative Services

Meeting Date: 8/06/2024

Approval of Developmental Associates for Executive Search Services for Administrators Position

Department: Human Resources Department

Presenter: Anita Rookard, Director

Caption: **Succession Planning**

Motion to receive Power point presentation as information.

Background: Succession planning is the process of identifying high-potential employees, evaluating and honing their skills and abilities, and preparing them for advancement into positions that are key to the success of business operations and objectives.

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are available in the following accounts:

REVIEWED AND APPROVED BY: N/A

Succession Planning

How does it work?

Succession Planning



What is it? And why do it?



Succession planning is the mitigating process of preparing for the loss of critical personnel in an organization. Thus, not waiting until an employee has departed before planning a successor will ensure that the role of the position remains intact-
FROM THE 1ST DAY of the transition.



Planning for both the foreseen and unexpected absences of individuals who hold key roles in an organization is a task that we as employers often avoid or engage in only in an informal manner.

Continued.....

- ▶ Succession planning is the process of identifying high-potential employees, evaluating and honing their skills and abilities, and preparing them for advancement into positions that are key to the success of business operations and objectives.
- ▶ Succession planning involves:
 - Understanding the organization's long-term goals and objectives.
 - Identifying high-potential candidates and their respective developmental needs.
 - Determining workforce trends and predictions.

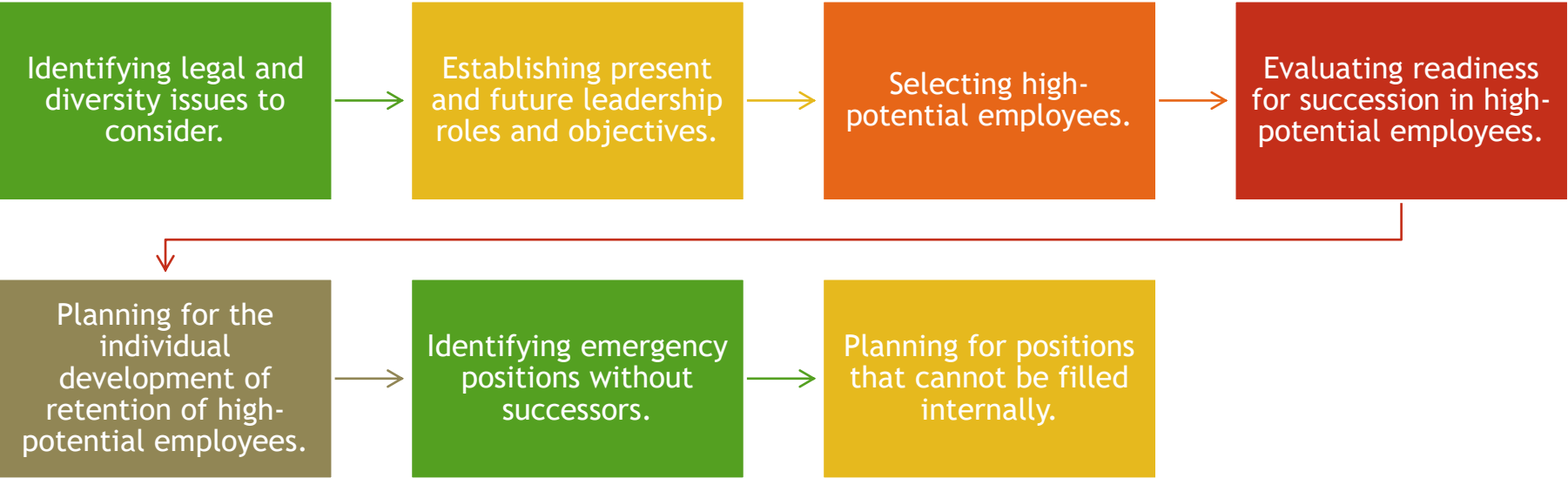
The Importance of a Plan



An effective succession plan can help an employer:

- Avoid extended and costly vacancies in key positions and ensure the stability of business operations.
- Provide meaningful developmental opportunities for both the organization and its employees as it targets key leadership positions at varying levels.
- Help develop a diverse workforce by enabling decision-makers to look at the future makeup of the organization as a whole.

Steps Involved in Succession Planning (How do I start?)



What are (We) Augusta HR Doing?

Providing training opportunities....

- ▶ Communication Training
- ▶ Leadership Training
- ▶ Team Management Training
- ▶ Problem-Solving Training
- ▶ Decision Making Training
- ▶ Change Management Training
- ▶ Emotional Intelligence Training (EI/EQ)
- ▶ Conflict Management Training
- ▶ Time Management Training
- ▶ Diversity, Equity & Inclusion Training
- ▶ Mentoring & Coaching Training
- ▶ Compliance Training (Ethics, Harassment)



The End

Anita Rookard Director of Human Resources



Meeting Name

Meeting Date: 8/13/2024

Hicks WTP Filter #4 Rehabilitation Bid #23-233

Department: Utilities Department

Presenter: Wes Byne, Director

Caption: To approve Change Order #1 for additional funding for additional construction services to the rehabilitation of Filter #4 at the Hicks Water Treatment Plant (PO No. 24AUA024). (Approved by Augusta Commission February 6, 2024)

Background: Augusta Utilities Department (AUD) received a price proposal for Bid Item #23-233 (Hicks WTP Filter #4 Rehabilitation) on December 11, 2023. While AUD was reviewing the price proposals, the Hicks Water Treatment Plant Filter #3 had a catastrophic failure. AUD made a request to the Procurement Department to accept the price approval for Filter #4 to perform the emergency work on Filter #3.

The work on Filter #3 is now completed and AUD would like to utilize the Contractor’s (Rehab Construction Co.) original price proposal, in Bid Item #23-233, to perform the work on Filter #4.

Analysis: Ardurra Engineering and Augusta Utilities Department have reviewed the bid submitted by Rehab Construction Co. The bid for construction services was deemed to be fair and reasonable by Augusta Utilities Department. The Augusta Utilities Department also has added an additional 20% to the proposed bid as an Owners Allowance to cover any unforeseen expenses that is not covered in the price proposal.

Financial Impact: Funding in the amount of \$949,868.00 is required to complete the construction work for the Filter #4 rehabilitation. The funds are available in the following accounts: 514043410-5425110, 507043410-5425110

Alternatives: No alternatives are recommended.

Recommendation: Augusta Utilities Department recommends approving the amendment to the existing Construction Agreement with Rehab Construction Co.

Funds are available in the following accounts: Funds are available in the following accounts: 514043410-5425110,507043410-5425110

REVIEWED AND APPROVED BY: N/A

**UTILITIES DEPARTMENT**Wes Byne, P.E.
DirectorChad Hendrix, P.E.
Assistant Director**MEMO**

DATE: July 29, 2024

TO: Geri Sams, Director, Procurement Department

THROUGH: Wes Byne, P.E., Director of Utilities *Sub*

FROM: Tate Horton, Construction Engineer

SUBJECT: Approve Bid #23-233 for Hicks WTP Filter #4 Rehabilitation

Augusta Utilities Department (AUD) received a bid for Bid Item #23-233 (Hicks WTP Filter #4 Rehabilitation) on December 11, 2023. While AUD was reviewing the price proposals, the Hicks Water Treatment Plant Filter #3 had a catastrophic failure. AUD requested the Procurement Department to accept the price approval for Filter #4 to perform the emergency work on Filter #3.

The work on Filter #3 is now completed and AUD would like to utilize the Contractor's (Rehab Construction Co.) original price proposal, in Bid Item #23-233, to perform the work on Filter #4.

AUD has secured the funding for this project via account number 507043490-5212115 to fund this bid amount.

cc: Chad Hendrix, P.E.



CONSTRUCTION CO. INC.

Mail: P.O. Box 924, Conyers, GA 30012
Special Delivery: 2246 Bethel Rd., Conyers, GA 30012
Phone: 770-922-0806 Fax: 770-922-0507

Tate Horton

Augusta Utilities Department

452 Walker St., Suite 200

Augusta, GA 30901

August 6, 2024

Re: AUD Hicks WTP Filter #4 Rehabilitation

Mr. Tate Horton,

Please accept this letter as an acknowledgment that Rehab Construction CO., Inc plans to hold its bid price of \$791,568.00 for the renovation of Filter #4. This will include all labor, material, and equipment to install a Leopold underdrain using the Mono-pour system. The filter sand will be provided and installed to a depth of 12 inches by Rehab Construction Co., Inc as well. The furnishing of the anthracite is not included in that price, but the installation of the anthracite is included in the \$791,568.00.

In the previous emergency contract Rehab Construction Co., Inc purchased the anthracite via a change order for \$76,500.00. This too Rehab Construction Co., Inc is willing to offer the same price to AUD for the renovation of filter #4.

If you have any questions or concerns, please do not hesitate to contact me.

Respectfully,

Joshua Haynes

A handwritten signature in black ink that reads "Joshua Haynes". The signature is written in a cursive, flowing style.
Rehab Construction Co., Inc.



Meeting Name

Meeting Date: 8/13/2024

CO #1 Additional Funding for Grant Writing Services targeted at water and wastewater

Department: Utilities Department

Presenter: Wes Byne, Director

Caption: Change order #1 request to approve funding for additional services to the Grant Writing Services targeted at water and wastewater (PO No. 23AUA153). (Approved by Augusta Commission May 2, 2023)

Background: Augusta Utilities has been working with W.K Dickson & Company who currently providing grant-writing and funding identification services specifically targeted at funds for water and wastewater services. AUD has requested a scope modification to include environmental permit coordination and assistance in addition to the previous services of the engineering agreement.

Analysis: Through the grant writing services provided by W.K. Dickson, Augusta has benefited from substantial funding opportunities, however as new opportunities come to light from federal funding resources they require environmental assessments and specialized expertise to apply and procure the funds. AUD has requested that W.K. Dickson provide a scope modification to provide these services, because they have qualified staff members who have the experience with the applications and environmental permitting processes.

Financial Impact: Funding in the amount of \$105,000.00 is required to continue accomplishing these initiatives and should be transferred from fund 506 to the following accounts: 506043110-5213119

Alternatives: No alternatives are recommended.

Recommendation: Augusta Utilities Department recommends approving the amendment to the existing Engineering Services Agreement with W.K. Dickson & Company.

Funds are available in the following accounts: Funds are available in the following accounts: 506043110-5213119

REVIEWED AND APPROVED BY: N/A



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

MEMO

DATE: July 29, 2024

TO: Geri Sams, Procurement Director

FROM: Wes Byne, P.E., Utilities Director *Wes Byne*

SUBJECT: Approve Amendment No. 1 to the Funding for Grant Writing Services targeted at water and wastewater to W.K. Dickson & Company, Inc.

Augusta Utilities has reviewed the proposal submitted by W.K. Dickson & Company, Inc. to provide services for permitting coordination and environmental assessments to procure additional grant and federal funding opportunities. The additional fee for the amendment is \$105,000.00. AUD has found the proposal and fee to be fair and reasonable and is requesting approval to award the amendment to the contract.

CONTRACT FOR SERVICES AMENDMENT NO. 1

ADDITIONAL SERVICES AUTHORIZATION

The following modifications to the contract (“Contract”) for AUD Funding Assistance PO No. 23AUA153 WKD No. 20230516.00.AT dated May 2, 2023, between Augusta, Georgia (OWNER) and W.K. Dickson & Co., Inc. (CONSULTANT) are authorized.

1. SCOPE OF SERVICES.

The OWNER has asked that the CONSULTANT add to this contract to provide Environmental Permit Coordination and Assistance. The different grants and loans programs often require environmental documentation as a condition of funding. At times this documentation can enhance the OWNER’s ability to compete for this funding. The CONSULTANT would only perform these services as directed by the OWNER. These additional services will include funding applications and coordination with agencies concerning funding opportunities that may exist for infrastructure associated with OWNER’s water and sewer systems. The CONSULTANT has helped the OWNER position for multiple funding agencies and will continue those efforts on an as needed basis directed by the OWNER. The additional services anticipated may include development of environmental documentation such as NEPA and Categorical Exclusions that are necessary to access funding. The OWNER intends to pursue revolving loan funds with USACE, EPA, and other agencies for infrastructure improvements that the CONSULTANT will assist with.

2. TIME OF PERFORMANCE. CONSULTANT’s time of performance for the above additional services shall increase the time of the contract through June 2025. The service will be performed as directed by the OWNER and monthly reports on progress will be provided.

3. COMPENSATION. CONSULTANT shall provide the above Additional Scope of Work on an hourly plus expenses basis not-to-exceed \$105,000. The total Contract not-to-exceed fee is increased from \$60,000 to \$165,000. The attached rate schedule will be utilized to perform services requested.

All other terms of the Contract remain unchanged.

OWNER:
AUGUSTA, GEORGIA

CONSULTANT:
W.K. DICKSON & CO., INC.

By: _____
Name: Garnett L. Johnson
Title: Mayor
Date: _____

By: _____
Name: William G. Wingate III, PE
Title: Vice President
Date: _____

W.K. DICKSON & CO., INC.
2024 RATE SCHEDULE

LABOR**2024**

Principal	\$275.00/hr.
Senior Consultant	\$245.00/hr.
Senior Project Manager	\$245.00/hr.
Senior Engineering Manager	\$245.00/hr.
Senior Electrical Engineer	\$245.00/hr.
Project Manager	\$220.00/hr.
Engineering Manager	\$220.00/hr.
Senior Project Engineer	\$190.00/hr.
Electrical Engineer	\$190.00/hr.
Project Engineer	\$175.00/hr.
Senior Project Controller	\$158.00/hr.
Project Controller	\$140.00/hr.
Senior Scientist	\$158.00/hr.
Scientist	\$144.00/hr.
Senior Planner	\$200.00/hr.
Planner	\$148.00/hr.
Senior Engineering Designer	\$155.00/hr.
Engineering Designer	\$145.00/hr.
Senior GIS Analyst	\$165.00/hr.
GIS Analyst	\$140.00/hr.
GIS Technician	\$120.00/hr.
Senior Construction Observer	\$145.00/hr.
Construction Observer	\$120.00/hr.
Senior Funding Support Specialist	\$135.00/hr.
Funding Support Specialist	\$125.00/hr.
Project Administrator	\$90.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2024. WK Dickson reserves the right to revise to reflect inflationary increases.

**Office of the Administrator**

Takiyah A. Douse
Interim Administrator

May 2, 2023

Mr. Wes Byne, Director
Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

Dear Director Byne:

At their meeting held on Tuesday, May 2, 2023, the Augusta, Georgia Commission, acted on the following items:

5. Approved motion to ratify funding for diesel fuel required during the canal shutdown.
6. Approved MOU with Augusta University to develop an internship program centered around Smart City sensors and programs.
7. Approved Engineering Services to upgrade AUD's Master Plan for delivery of projects and services for the next 5-year period. Audurra (Constantine Engineering) is a pre-qualified Engineering Consultant for the Utilities Department (RFQ 18-132).
8. **Approved Funding for Grant Writing Services targeted at water and wastewater.**
11. Approved proposal from CDM Smith, Inc., to provide additional services for the Sanitary Sewer Model of the Fort Gordon Service area for the Utilities Department CO Amendment 1 - 19UTI809.
12. Approved proposal to enter an Engineering Services Contract with Cranston Engineering Group, P.C., to provide Planning and Due Diligence Design services towards the repair of the Augusta Canal Diversion Dam in the amount of \$30,000.00. (RFQ 18-132)

If you have any questions, please contact me.

In Service,

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

Takiyah A. Douse
Interim Administrator

TAD/nd



Engineering Services

Meeting Date: 8/13/2024

Augusta Canal - Federal Energy Regulatory Commission License 2024-2025 Updates Engineering Services Contract

- Department:** Utilities
- Presenter:** Chad Hendrix
- Caption:** Motion to approve Engineering Services Contract with Cranston LLC to provide services related to the Federal Energy Regulatory Commission (FERC) license for the Augusta Canal in the amount of \$384,610.
- Background:** Augusta Utilities Department is currently a license applicant with the Federal Energy Regulatory Commission (FERC) for operation of the Augusta Canal. This contract will assist AUD with preparation and maintenance of the plans and programs required by FERC. Cranston LLC has previously provided these FERC required services and this would be a renewal of those services for two years.
- Analysis:** Approval of this contract will allow AUD to meet the requirements of the FERC during our application process. This contract will meet all requirements of our FERC license application for the next two years.
- Financial Impact:** Funds are available in account 507043410-5212115/80320115-5212115
- Alternatives:** No practical alternative
- Recommendation:** We recommend approval of the contract with Cranston LLC.
- Funds are available in the following accounts:** Funds are available in account 507043410-5212115/80320115-5212115
- REVIEWED AND APPROVED BY:** N/A



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

CONSULTANT: Cranston Engineering

PROJECT: Augusta Canal Annual FERC Updates 2024-2025

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _____, 2024 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and Cranston Engineering, a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

Augusta Canal Annual FERC Updates 2024-2025

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:



GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.



This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.



DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

CITY - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.



CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the “Agreement”).

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement - Including Attachments
2. General Conditions
3. Supplemental Conditions - Including Task Orders

DRAFT



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT'S Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, 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.

9. TERMINATION OF AGREEMENT FOR CAUSE



If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY



The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance - in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance - in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance - in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

15. PROHIBITED INTERESTS



- 15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
- 15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.



CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.



24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:
ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair St., Suite 910
Augusta, GA 30911

CONSULTANT:
Cranston Engineering

Copy to:
DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street; Suite 200
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CONSULTANT under this agreement.

27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONSULTANT is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits,



demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.



34. ACKNOWLEDGEMENT

"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.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

CONSULTANT:

Cranston Engineering

BY: _____

PRINTED NAME: _____

AS ITS: Principal

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

ATTEST:

PRINTED NAME: _____

AS ITS: Principal

DATE: _____

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901



CONSULTANT’S RESPONSIBILITIES

CONSULTANT , in order to determine the requirements of the Project, shall review the information in Attachment A - Scope of Services. CONSULTANT shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT’s services, if any, necessary for design to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY’s request in the regard.

The CITY’s review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE

CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.



ATTACHMENT A - SCOPE OF SERVICES

For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.

DRAFT



ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.

For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.



ATTACHMENT C - LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The term of services will be one year, with the start and end date issues in the Notice to Proceed. Augusta has the option to renew the agreement annually for the duration of four (4) additional one-year terms.

For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.

DRAFT



CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items (CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).

Prior to Authorization To Proceed:

- Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY'S Request for Proposal.
- Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

- Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- Provide CITY with information on the project site(s), including the following:
 - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
 - Soil type(s)
 - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
 - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
 - Identification of potential problems in meeting design objectives.
- Site Plan (If Required)

Throughout project:

- Prepare printed responses to comments received from the CITY following reviews.
- Provide the necessary plats for easement acquisition and DOT/other permit application.
- Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- Prepare and submit plans to EPD for review and approval when required.



- Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.
- Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

- Coordinate with the City Procurement Department to advertise the project.
- Fax bid information to CITY.
- Attend the Pre-Bid Meeting as a technical reference to the CITY.
- Prepare letter of recommendation for award of the contract.
- Develop conformed contract documents and forward to the CITY for execution.
- Attend the pre-construction meeting as a technical reference to the CITY.
- Provide clarification related to the plans/specifications throughout design and construction.
- Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- Provide Services During Construction as follows:
 - Attend project meetings as scheduled by the CITY
 - Recommend design changes as field conflicts arise (site visits may be required)
 - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
 - Provide clarification of plans and specifications throughout construction
 - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT

CONSULTANT

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: DIRECTOR

TITLE: Principal

DATE: _____

DATE: _____



ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.



BEST AND FINAL FEE PROPOSAL

DRAFT



CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901
 PO Box 2546 Augusta, Georgia 30903
 706.722.1588

July 1, 2024

Mr. Wes Byne, P.E.
 Director – AUD
 Augusta Utilities Department
 452 Walker Street, Suite 200
 Augusta, Georgia 30901

Re: Augusta Canal Annual FERC
 Updates 2024-2025
 Cranston File No. 2024-0033

Dear Mr. Byne:

In accordance with your request and our previous discussions, we are pleased to offer the following proposal for accomplishing the necessary engineering, survey, inspection and reporting services associated with the compliance requirements of the Federal Energy Regulatory Commission (FERC) on dam and dike safety for the Augusta Canal Hydropower Project. In addition to the annual FERC updates and reporting requirements, tasks are included based on the agreed recommendations of the 3rd Part 12D report. This proposal states our understanding of the project scope, the general tasks that will be needed to comply with the regulations, as well as the fees for accomplishing the work.

GENERAL:

The City of Augusta has applied for a license from the Federal Energy Regulatory Commission for operating the canal for power production. The application process has been lengthy, and the approval of the commission remains a pending matter. Licensed projects must comply with applicable requirements of the Code of Federal Regulations Title 18, Conservation of Power and Water Resources, which includes requirements for dam safety (Chapter 14, Dam Safety Performance Monitoring Program).

This program involves a comprehensive approach to technical data reporting, potential failure mode identification, surveillance and monitoring, emergency action, security and vulnerability, and a series of inspections and reports by a qualified consultant. Cranston has the knowledge and expertise having worked directly on and around the Augusta Canal since 1967.

The Augusta Canal Hydropower Project includes the canal, diversion dam, banks and drainage works, but excludes the power generating facilities of Sibley, King, and Enterprise Mills, as well as the Augusta Raw Water Pumping Station. The

project is subdivided into individual projects identified by FERC by project number as follows: High Hazard - Augusta Canal Left Embankment & Structures (Below Bulkhead) (Project No. 11810-01-02), High Hazard - Augusta Canal Right Embankment (Below Bulkhead) (Project No. 11810-01-03), Significant Hazard - Augusta Canal Left Embankment & Structures (Above Bulkhead) (Project No. 11801-01-01), and Significant Hazard – Augusta Diversion Dam (Project No 11810-02-01).

SCOPE OF WORK:

The services proposed herein are intended to provide the technical bases for the City's compliance with the applicable requirements of the Federal Energy Regulatory Commission Dam Safety Monitoring Program and specialized inspection and improvements projects requested by AUD and recommended in 3rd Part 12D. The proposed components are more fully described as follows:

I. 2024-2025 Annual FERC Reports and Updates

- A. 2024 & 2025 Emergency Action Plan Orientations and Updates.** The annual orientation seminar, drill and review of the Emergency Action Plan (EAP) will be conducted, and the plan will be updated accordingly based on comments received from the attendees and regulatory reviews. The annual orientation and drill will include a meeting of all notification flow chart personnel identified in the Emergency Action Plan. An onsite tour or virtual tour will be included as allowable. We will also hold a meeting with the local EMA and AUD staff to review emergency actions, current response times, and possible measures to reduce response times to support a re-evaluation of the Sudden Failure Assessment (SFA) in 2024. This item will include participation in the coordinated 2024 or 2025 Practical Exercise with stakeholders and emergency management personnel. Upon completion of the meetings and subsequent plan updates, a revised EAP document for 2024 and/or 2025 will be distributed to all plan holders and a status report will be prepared for AUD submittal to FERC. The current FERC deadline for submission is December 31 of each year.
- B. 2024 & 2025 Public Safety Plan Reviews and Updates.** The Public Safety annual field inspection, plan review and plan update will be conducted in accordance with FERC regulations. Should revisions be required, revised plan sheets will be distributed to all plan holders and a status report will be prepared for AUD submittal to FERC. The current FERC deadline for submission is December 31st of each year.
- C. 2024 & 2025 Dam Safety Surveillance and Monitoring Plan (DSSMP) Report, Reviews and Updates.** We will perform an annual review the DSSMP in 2024 & 2025 and make any necessary updates which may be required because of changed conditions. Should revisions be required, revised plan sheets will be provided to AUD along with the annual Dam Safety Surveillance and Monitoring Report(s) (DSSMR) for submission to FERC. The current FERC deadline for submission is December 31st of each year.

- This task will include incorporation of findings of additional canal penetration and utility crossing records and field data recovered within the contract period of 2024 & 2025 and the recent 2023 work by Georgia Power adjacent to their substation at 15th and Greene Streets into the DSSMP.
- D. 2024 & 2025 Owners Dam Safety Program (ODSP) Annual Reports and Updates.** The annual Owners Dam Safety Plan Report will be compiled in accordance with the FERC requirements. We will also review the plan and make any necessary updates required because of changed conditions. Should revisions be required, revised plan sheets will be provided to AUD along with the annual report for submission to FERC. The current deadline for submission is December 31st of each year. In anticipation of the 5-year ODSP Audit, this task will include a full ODSP re-write in 2025.
- E. 2024 & 2025 FERC D2SI Annual Security Compliance Certification (ASCC) Assistance.** We will provide assistance to AUD in developing the FERC D2SI Annual Security Compliance Certification assessments, program updates, documentation and coordination efforts to maintain compliance with FERC. This includes assistance with Security Program for Hydropower Projects Revision 3 - Dam Assessment Matrix for Security and Vulnerability Risk (DAMSVR) and coordination with AUD and FERC and attending period meetings.

II. 2024-2025 Field Reconnaissance, Inspections, and Compliance Reporting

- A. Additional Detailed and Periodic Canal Inspection Compliance.** During the next bi-annual period of 2024-2025, we will also perform two (2) periodic general inspections of the canal crest and known seepage areas. These inspections will include photo documentation and identification with GPS locations for map and field reference.

Additional services to the above tasks will include assessment and implementation of newly published FERC Rule 87 FR 1490 requirements that come into effect April 11, 2024. The Summary of the new Rule states: *In this final rule, the Federal Energy Regulatory Commission (Commission) is amending its regulations governing the safety of hydroelectric projects licensed by the Commission under the Federal Power Act. These regulations will promote the safe operation, effective maintenance, and efficient repair of licensed hydroelectric projects and project works to ensure the protection of life, health, and property in surrounding communities. Specifically, the Commission is revising its regulations to: incorporate two tiers of project safety inspections by independent consultants, codify existing guidance requiring certain licensees to develop an owner's dam safety program and a public safety plan, update existing regulations related to public safety incident reporting, and make various minor revisions.*

This item will include coordination with FERC and AUD specific to these new Rule requirements, attending available FERC training seminars and modifications to existing practices to implement within the ODSP. This includes assistance addressing the following:

- Section 12.39—Evaluation of Spillway Adequacy
- Section 12.41—Corrective Measures (*Identified in the forthcoming Part 12 Independent Consultant's Periodic Inspection in 2024*)

This item will include additional hydraulic calculations (i.e., HEC-RAS modelling and/or other hydraulic modeling) to demonstrate the Augusta Canal flood control gates and spillways can adequately discharge the Inflow Design Flood (IDF) and provide content to the Operations & Maintenance documentation on how this will be achieved.

- B. Operations and Procedures Updates (As Needed).** We will meet with AUD and RWPS staff to discuss necessary updates to the Operations Manual. These updates will likely result from the outcomes of the Dam Safety Report – Accommodating the IDF. These services are estimated and will only be used as needed at the direction of AUD.
- C. Supporting Technical Information Document (STID) Response to FERC Comments (As Needed).** This item is to update and address potential FERC comments related to the lasted edition of the published STID documentation. This includes updating filing STID documentation with new information developed in 2024 and 2025 for the next future published STID update.

III. 2024-2025 Project Management, FERC Coordination, Training, and Additional Tasks

- A. 2024 & 2025 Project Management and FERC Coordination Assistance (As Needed).** We will provide ongoing primary assistance developing subsequent response letters, project management tasks and general coordination with AUD, SHPO, and FERC representatives (not otherwise specified) and review and provide comments as requested. Generally, we will coordinate bi-weekly (at a minimum monthly) status meetings with AUD and monthly status meetings with FERC and AUD to review and discuss current and scheduled tasks
- B. Additional Canal Tasks (Allowance).** In order to be flexible and responsive to unforeseen circumstances including service requests from AUD and FERC, we will provide secondary services on an as-needed basis. This task is proposed due to prior requests from FERC for communications and information from AUD not specific to current contracted services, real-time conditions that require our assistance (e.g., flood event, new seepages, new utility work near canal embankment, etc.) and/or other circumstances that require timely support services from Cranston to AUD.

- C. 2024 & 2025 AUD Training and Public Education. (As Needed)** We will provide assistance to AUD in developing the FERC requested and ODSP documented public education outreach activities. To the extent requested, we will help with materials and assistance during public meeting(s) or training meeting(s), up to three meetings total. The public education previously proposed by AUD and Augusta-Richmond County Emergency Management Agency for a public outreach event in 2024 for residents, businesses and other interests within the 100-foot potential failure impact zone were cancelled due to the pandemic. Additional services regarding training and public education for 2024 & 2025 are provided in this scope item; however, they are anticipated to only be in a support capacity by attending a public meeting, training exercise and/or providing technical information or material review of documentation provided by AUD for these purposes.

This task will include assistance in developing an annual Raw Water Pump Station and relevant AUD staff training session on key elements of canal and dam safety operations, inspections, and reporting.

IV. 2024 Part 12D FERC & Independent Consultant Response Support

- A. 2024 Part 12D FERC & Independent Consultant Response Support (Time & Material)** We will provide support services during and after the Part 12D FERC and 3rd Party Inspection for the purpose of assisting AUD with responses to comments that may be issued. These will include assistance with developing response letters and documentation, and support developing plans and schedules to address outcomes from the final Part 12D report findings.

FEE PROPOSAL:

We propose to accomplish the individual items listed below at the fees and terms for each item shown. Items without a definite scope are proposed on a time and material (T&M) basis at our standard hourly rates that are in effect at that time. We have provided an estimated fee for these items for your budgeting purposes.

I. 2024-2025 Annual FERC Reports and Updates

Description
Lump Sum

Subtotal \$149,170.00

II. 2024-2025 Field Reconnaissance, Inspections, and Compliance Reporting

Description
Lump Sum

Subtotal \$56,130.00

III. 2024-2025 Project Management, FERC Coordination, Training, and Additional Tasks

Description
Lump Sum

Subtotal \$174,560.00

IV. 2024 Part 12D FERC & IC Response Support

Description
Time & Material

Subtotal \$4,750.00

GRAND TOTAL \$384,610.00

We will invoice you monthly for the percentage of each item completed during that month and would expect payment within 15 days following the submittal of our invoice.

TIME OF COMPLETION:

We are prepared to begin work at your direction and will work with you and your staff to ensure that any associated AUD and FERC deadlines are met. A schedule organizing these, and other Augusta Canal tasks is provided separately and will be periodically reviewed with you at status meetings. Completion dates may be adjusted based on changing requirements over the next eighteen months.

We appreciate the opportunity of making this proposal and trust that you find it satisfactory. We stand ready to prepare and forward to you a standard form engineering contract covering this assignment at your request. Should you have any question concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.

Sincerely,

CRANSTON LLC

Cary M. Nagler, PE

William T. Dunaway, PE

CMN/cmn

ACCEPTED:

CITY OF AUGUSTA

BY: _____

TITLE: _____

DATE: _____

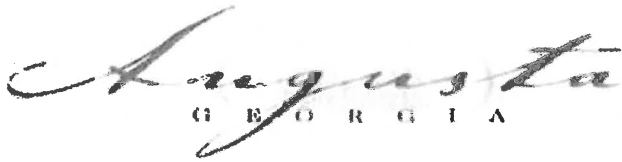


Committee Meeting

Meeting Date: August 13, 2024

Speed Hump Request for Tate Road

- Department:** Engineering & Environmental Services
- Presenter:** Dr. Hameed Malik, Director
- Caption:** Approve the installation of six (6) speed humps along Tate Road between Bellemeade Drive and Gibson Drive per adopted Augusta speed hump policy. Approve construction funds in the amount of \$27,000. AE
- Background:** The residents of this area requested to go through the speed hump process. The speed survey showed that the majority of the vehicles traveling along this street section were going 10 mph over the posted speed limit. Approximately 51% of the property owners adjacent to Tate Road signed the required petition. AE&ESD will install up to 6 speed humps per Augusta policy.
- Analysis:** Based on current cost of materials and labor, the price to install one standard speed hump is approximately \$4,000. Per the adopted policy, six (6) speed humps will be installed to calm traffic and reduce overall vehicle speeds.
- Financial Impact:** Adequate funds are available, and expenditures of this amount will leave enough funding for other traffic calming projects throughout the remainder of this fiscal year.
- Alternatives:** Do not approve installation of speed humps along Tate Road.
- Recommendation:** Approve the installation of six (6) speed humps along Tate Road between Bellemeade Drive and Gibson Drive at a cost of approximately \$27,000.
- Funds are available in the following accounts:** (\$27,000) 101041710-5319160 -Traffic Operational Budget
- REVIEWED AND APPROVED BY:** HM/JU/SR



ENGINEERING DEPARTMENT

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

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of _____ from _____ Street
 _____ to _____ do hereby
 Street Street

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

Neighborhood Representative: _____
Name Address Phone Number

<u>Print Name</u>	<u>Address</u>	<u>Date</u>	<u>Signature</u>
BARBARA GRANT	3325 Tate Rd	10-25-2023	Barbara S. Grant
JACK EPHRAIM	2822 Glenn Hills Circle	10-25-2023	Jack Ephraim
706-629-0223 Willis Walker	3325 Tate Rd	10/25/23	Willis Walker
VERA POLAND	3123 Tate Rd. Aug, GA.	10/25/23	Vera Poland
MARY ALLEN	3123 Tate Rd Aug GA	10/25/23	Mary Allen
KENNARD STEPHENS	3123 Tate Rd AUG GA	10/25/23	Kennard Stephens
ERIC SPEED	3303 Tate Rd Aug GA		Eric Speed
ANDRE LACEY	3062 TATE RD	10/25/23	Andre Lacey
LEARNESTINE BOWARD	3101 Tate Rd		Learnestine Boward
THELES ELLIOTT	3105 Tate Rd Augusta, Ga 30906	10-28-23	Theles Elliott
WYONIA JONES	3107 Tate Rd Augusta Ga 30906		Wyonia Jones



ENGINEERING DEPARTMENT

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

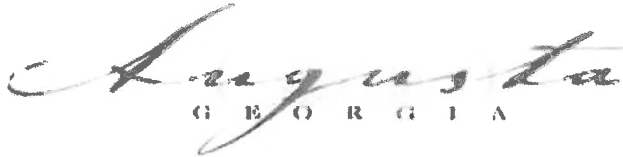
PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of _____ from _____ Street to _____ Street do hereby

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative:	_____		

<u>Print Name</u>	<u>Address</u>	<u>Date</u>	<u>Signature</u>
Sergio Rodriguez	3121 TATE RD #A	30706	<i>[Signature]</i>
HAROLD ROUNTREE	3043 TATE RD	10-28-23	<i>[Signature]</i>
Harold Rountree	3055 TATE RD	10-28-23	<i>[Signature]</i>
Harold Rountree	3057 TATE RD	10-28-23	<i>[Signature]</i>
Harold Rountree	3057 Tate Rd	10-28-23	<i>[Signature]</i>
HAROLD ROUNTREE	3063 Tate Rd	10-28-23	<i>[Signature]</i>
Queen Cobb	3221 Tate Rd	10-28-23	<i>[Signature]</i>
Fayez A. Waleh	3222 TATE RD		<i>[Signature]</i>
Stacy Downs	3203 Tate Rd	10/28/23	<i>[Signature]</i>
Maurice Parker	3310 Tate Rd	10-29-23	<i>[Signature]</i>



ENGINEERING DEPARTMENT

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

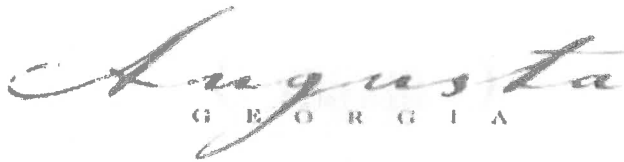
PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of _____ from _____ Street
_____ to _____ do hereby
Street Street

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

Neighborhood Representative: _____
Name Address Phone Number

Print Name	Address	Date	Signature
Walter McCray	3324 Tate Rd	10/26/23	Walter McCray
Romy Allen	3324 Tate Rd.	10/26/23	Romy Allen
Annette Williams	3320 Tate Rd	10/26/23	Annette Williams
Ernest Bates	3323 TATES RD.	10/21/23	Ernest Bates
Corinne Smalley	3323 TATE RD	10/26/23	Corinne Smalley
Ellis Cobb Sr	3326 Tate Rd	10/26/23	Ellis Cobb
Gunice Williamson	3327 Tate Rd	10/27/23	Gunice Williamson
Christopher Smith	3058 Tate Rd	10/	Christopher Smith
Seneca Gale	3121 TATE RD RD 30906		Seneca Gale
Charles A Youmans	3124 Tate Road 30906	28 Oct '23	Charles A Youmans
NORVELL ANDREWS	3126 TATE RD 30906		Norvell Andrews
Florence Martin	3204 Tate Rd 30906	10/27/2023	Florence Martin
Jeanne Gravin	3211 Tate Rd 30906	10/20/2023	Jeanne Gravin



ENGINEERING DEPARTMENT

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

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of _____ from
_____ Street
_____ Street to _____ Street do hereby

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative:	_____	_____	_____

<u>Print Name</u>	<u>Address</u>	<u>Date</u>	<u>Signature</u>
John Hatcher	3129 Tate Rd	11-13-23	John Hatcher
Roy Carter	3130 Tate	11-12-23	Roy Carter
Karen Smith	3058 Tate Road Augusta	11/13	Karen Smith
Vernon Quinn	3128 Tate Rd		Vernon Quinn
Johnny Brown	3212 Tate Rd	11/13/23	Johnny Brown
Pernell Lee	3223 Tate Rd	11/13/23	Pernell Lee
YN Myers Jr	3164 Truxton Rd	11/13/23	YN Myers Jr
Donald Wynn	3013 Arcadia Ct	11-16-23	Donald Wynn



SPEED HUMP PETITION FORM

Augusta Engineering Department
 452 Walker Street, Suite 110
 Augusta, GA 30901
 Office: (706) 796-5040, Fax: (706) 796-5045

AUGUSTA, GEORGIA TO THE COMMISSION

The undersigned owners of real property hereby request the Commission to approve the installation of street lighting on the street adjacent to their property. A majority of the affected property owners must sign to move to the next step in the process.

Please print legibly

Printed Name	Address of Property	Date	Signature
Queen Cobb	3221 Tate Rd	5-21-24	Queen Cobb



SPEED HUMP PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

AUGUSTA, GEORGIA TO THE COMMISSION

The undersigned owners of real property hereby request the Commission to approve the installation of street lighting on the street adjacent to their property. A majority of the affected property owners must sign to move to the next step in the process.

Please print legibly

Printed Name	Address of Property	Date	Signature
Annie M. McCray	3329 Tate Rd	5/29/24	Annie M. McCray



SPEED HUMP PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

AUGUSTA, GEORGIA TO THE COMMISSION

The undersigned owners of real property hereby request the Commission to approve the installation of street lighting on the street adjacent to their property. A majority of the affected property owners must sign to move to the next step in the process.

Please print legibly

Printed Name	Address of Property	Date	Signature
Eunice Williams	3327 Tate Road	6-4-24	Eunice Williams



**SPEED HUMP
PETITION FORM**

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

**AUGUSTA, GEORGIA
TO THE COMMISSION**

The undersigned owners of real property hereby request the Commission to approve the installation of street lighting on the street adjacent to their property. A majority of the affected property owners must sign to move to the next step in the process.

Please print legibly

Printed Name	Address of Property	Date	Signature
Judy Kelley	3215 Tate Road	6/12/2004	<i>Judy Kelley</i>



SPEED HUMP PETITION FORM

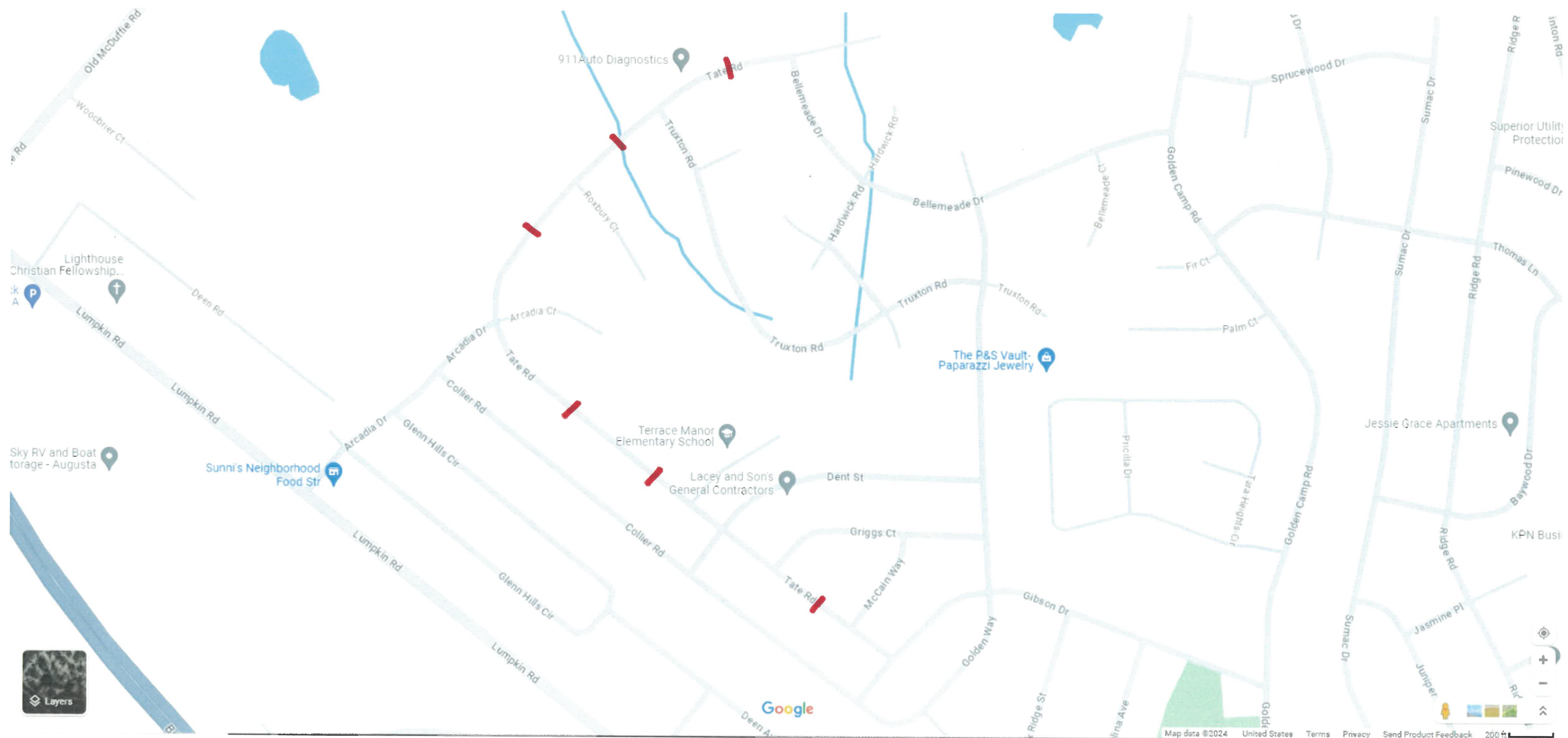
Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

AUGUSTA, GEORGIA TO THE COMMISSION

The undersigned owners of real property hereby request the Commission to approve the installation of street lighting on the street adjacent to their property. A majority of the affected property owners must sign to move to the next step in the process.

Please print legibly

Printed Name	Address of Property	Date	Signature
Agnes E Myers	3964 TRUXTON RD	5/21/24	Agnes E Myers
Jewston N. Myers, Sr	3164 Truxton Rd.	5/21/24	Jewston N. Myers, Jr.



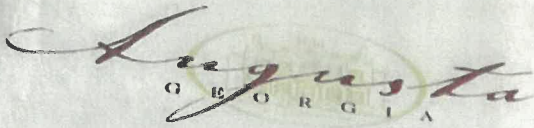


Committee Meeting

Meeting Date: August 13, 2024

Speed Hump Request for London Blvd

- Department:** Engineering & Environmental Services
- Presenter:** Dr. Hameed Malik, Director
- Caption:** Approve the installation of four (4) speed humps along London Blvd between Dublin Drive and Barton Chapel Road per adopted Augusta speed hump policy. Approve construction funds in the amount of \$18,000. AE
- Background:** The residents of this area requested to go through the speed hump process. The speed survey showed that the majority of the vehicles traveling along this street section were going 10 mph over the posted speed limit. Approximately 51% of the property owners adjacent to London Blvd signed the required petition. AE&ESD will install up to 4 speed humps per Augusta policy.
- Analysis:** Based on current cost of materials and labor, the price to install one standard speed hump is approximately \$4,000. Per the adopted policy, four (4) speed humps will be installed to calm traffic and reduce overall vehicle speeds.
- Financial Impact:** Adequate funds are available, and expenditures of this amount will leave enough funding for other traffic calming projects throughout the remainder of this fiscal year.
- Alternatives:** Do not approve installation of speed humps along London Blvd
- Recommendation:** Approve the installation of four (4) speed humps along London Blvd between Dublin Drive and Barton Chapel Road at a cost of approximately \$18,000.
- Funds are available in the following accounts:** (\$18,000) 101041710-5319160 – Traffic Operations Budget
- REVIEWED AND APPROVED BY:** HM/ju/sr



ENGINEERING DEPARTMENT

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

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of 2376-2402 Amsterdam 2402 Luxembourg DR from 3601 London Blvd Street to 3715 London Blvd Street do hereby

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

Neighborhood Name Address Phone Number
Representative: SHARON DUGGER 872 Bernick Mill Rd 706 945 8226

- Print Name Address Date Signature
Bessie Stephens 2402 Amsterdam 12-6-23 Bessie Stephens
SHARON DUGGER 3601 London Blvd 12-6-23 Sharon Dugger
Roosevelt Perkins 3623 London Blvd 12-6-23 Roosevelt Perkins
Catherine Murray 3622 London Blvd 12/6/23 Catherine Murray
Mary Jackson 3671 London Blvd 12-6-23 Mary Jackson
Craig Harris 3615 London Blvd 12-6-2023 Craig L Harris
Dora Jenkins 3612 London Blvd 12/6 Dora Jenkins
Polly W-Patricia Cuyler 3613 LONDON Blvd 12/6/2023 Patricia Cuyler
Mamie Devore 2365 Amsterdam Dr 12/6/2023 Mamie Devore
Willie E Ida Johnson Amsterdam Dr 2376 12-6-23 Willie Johnson



ENGINEERING DEPARTMENT

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

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

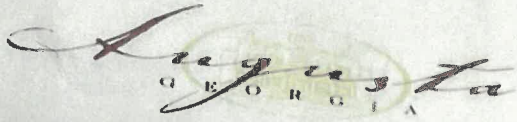
We the undersigned residents of London Blvd from
Street Street do hereby

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

Neighborhood Representative: SHARON DUGGER 872 Bennoch Mill Rd 706 945-8226

Table with 4 columns: Print Name, Address, Date, Signature. Contains handwritten entries for Dwayne Shaw, Deborah Wimbush, Lamika Mcubute, Jacquelin May, Terrence Merriweather, Viena Mealings, Maya Jones, Mary Johnson, Joya Williams, Virgil Freeman, and Mayra Fiallos.

3



ENGINEERING DEPARTMENT

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

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of London Blvd from
Amsterdam 2376 2402 Luxembourg DR 3601 London Blvd to 3711 London Blvd do hereby

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

Table with columns: Name, Address, Date, Signature, Phone Number. Includes entries for Sharon Dugger, Maurice Simmonds, Samuel Rodriguez, Melvin Watkins, Kristylyk Cramble and Eric Walker, and Leon Small.



**SPEED HUMP
PETITION FORM**

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

**AUGUSTA, GEORGIA
TO THE COMMISSION**

The undersigned owners of real property hereby request the Commission to approve the installation of street lighting on the street adjacent to their property. A majority of the affected property owners must sign to move to the next step in the process.

Please print legibly

Printed Name	Address of Property	Date	Signature
Robert Harwood	3625 London Blvd	4-26-24	



SPEED HUMP PETITION FORM

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

AUGUSTA, GEORGIA TO THE COMMISSION

The undersigned owners of real property hereby request the Commission to approve the installation of street lighting on the street adjacent to their property. A majority of the affected property owners must sign to move to the next step in the process.

Please print legibly

Printed Name	Address of Property	Date	Signature
D.J. Mehrhof	3703 London Blvd.	4/30/24	<i>[Handwritten Signature]</i>



**SPEED HUMP
PETITION FORM**

Augusta Engineering Department
452 Walker Street, Suite 110
Augusta, GA 30901
Office: (706) 796-5040, Fax: (706) 796-5045

**AUGUSTA, GEORGIA
TO THE COMMISSION**

The undersigned owners of real property hereby request the Commission to approve the installation of street lighting on the street adjacent to their property. A majority of the affected property owners must sign to move to the next step in the process.

Please print legibly

Printed Name	Address of Property	Date	Signature
Augusta Housing Authority			
- See Attached -			
		5-15-24	
			Guilbert

AUGUSTA HOUSING AUTHORITY
Owned Property Report - BARTON VILLAGE

Item 11.

Date	5/15/2024		
Hub	4HATL Atlanta Hub		
FieldOffice	4APH ATLANTA HUB OFFICE		
Field Office HA	GA001 Augusta HA		
Search Criteria			
Status			
Development #	Location	Building Type	Construction Date
GA001000140	2302 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2304 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2306 CANBERRA CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2306 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2307 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2309 CANBERRA CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2309 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2310 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2311 CANBERRA CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2311 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2312 CANBERRA CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2312 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2313 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2314 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2315 CANBERRA CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2315 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2316 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2319 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2320 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2322 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2323 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2324 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2330 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2332 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2336 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2337 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2338 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2339 HELSINKI DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2340 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2342 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2344 PRAGUE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2345 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2346 HELSINKI DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2347 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2347 HELSINKI DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2348 HELSINKI DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2349 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2350 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2351 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2352 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2352 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2353 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2356 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2358 HELSENKI DR, AUGUSTA	Single Family/Detached	6/30/1977

AUGUSTA HOUSING AUTHORITY
Owned Property Report - BARTON VILLAGE

Item 11.

GA001000140	2360 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2361 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2363 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2365 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2367 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2369 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2372 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2373 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2374 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2375 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2403 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2403 LISBON RD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2403 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2404 LISBON RD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2404 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2405 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2405 LISBON RD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2405 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2406 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2406 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2407 LISBON RD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2408 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2409 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2409 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2410 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2411 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2411 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2412 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2412 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2413 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2413 LISBON RD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2415 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2416 BELGRADE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2416 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2417 LISBON RD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2418 BELGRADE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2418 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2419 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2419 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2420 BELGRADE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2420 LISBON RD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2421 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2421 LISBON RD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2422 BELGRADE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2422 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2423 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2424 DUBLIN PL, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2425 BELGRADE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2425 LISBON RD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2426 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2427 BELGRADE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2427 LISBON RD, AUGUSTA	Single Family/Detached	6/30/1977

AUGUSTA HOUSING AUTHORITY
Owned Property Report - BARTON VILLAGE

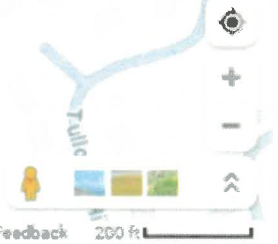
Item 11.

GA001000140	2428 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2430 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2431 BELGRADE CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2432 AMSTERDAM DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2432 DUBLIN PL, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2436 DUBLIN PL, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2436 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2438 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2445 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2446 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2447 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2447 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2451 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2455 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2456 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2458 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2460 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2461 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2462 MADRID DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2468 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2472 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2476 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2478 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2480 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2483 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2484 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2487 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2488 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2490 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	2494 DUBLIN DR, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3601 LISBON CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3602 LISBON CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3602 LONDON BLVD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3606 LISBON CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3608 LISBON CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3608 LONDON BLVD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3609 LISBON CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3613 LISBON CT, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3614 LONDON BLVD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3617 LONDON BLVD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3619 LONDON BLVD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3631 LONDON BLVD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3633 BRUSSELS ST, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3634 BRUSSELS ST, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3634 LONDON BLVD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3637 LONDON BLVD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3638 BRUSSELS ST, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3638 LONDON BLVD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3645 LONDON BLVD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3646 ROME WAY, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3648 LONDON BLVD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3648 ROME WAY, AUGUSTA	Single Family/Detached	6/30/1977

AUGUSTA HOUSING AUTHORITY
Owned Property Report - BARTON VILLAGE

Item 11.

GA001000140	3651 ROME WAY, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3652 ROME WAY, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3653 ROME WAY, AUGUSTA	Non Dwelling Structure	6/1/2002
GA001000140	3654 LONDON BLVD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3655 ROME WAY, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3659 LONDON BLVD, AUGUSTA	Single Family/Detached	6/30/1977
GA001000140	3661 LONDON BLVD, AUGUSTA	Single Family/Detached	6/30/1977





Committee Meeting

Meeting Date: August 13, 2024

Augusta Outdoor Lighting Assessment and Upgrade Needs

RFQ #23-241

- Department:** Engineering & Environmental Services
- Presenter:** Dr. Hameed Malik, Director
- Caption:** Approve and award “Augusta Streetlight/Outdoor Lighting Assessment and Upgrade Need” contract to Georgia. Also approved funding not to exceed a total of \$550,000 for completing Phase 1 Services (Augusta Owned Steetlighting Audit). Phase 1 services fee is \$90 per streetlight assembly. AE/RFQ #23-241
- Background:** Currently, there are approximately 26,000 street lights in Richmond County. Georgia Power currently owns and operates 18,000 street lights, Jefferson Energy owns and operates 2,000 street lights, and Augusta owns and operates approximately 6,000 street lights. Of the street lights owned by Augusta, the majority have been in service for decades and have reached the end of their serviceable life. In many areas, a completely new street light system will need to be designed and installed to meet the needs of county residents.
- Analysis:** RFQ’s were received on December 27, 2023 and firms were evaluated based on qualifications, project approach, and experience. The following firms submitted RFQs for evaluations:
 - 1. Georgia Power Company
 - 2. Tanko Streetlighting, Inc.
 Georgia Power was selected based on the evaluation procedures used for this project.
- Financial Impact:** ARAP Streetlighting allocation funds.
- Alternatives:** Do not approve this request.
- Recommendation:** Approve and award “Augusta Streetlight/Outdoor Lighting Assessment and Upgrade Need” contract to Georgia. Also approved funding not to exceed a total of \$550,000 for completing Phase 1 Services (Augusta Owned Steetlighting Audit). Phase 1 services fee is \$90 per streetlight assembly. AE/RFQ #23-241.
- Funds are available in the following accounts:** (\$550,000) 230041610-54.14410 ARPA Streetlighting allocation

REVIEWED AND
APPROVED BY:

HM/sr

Item 12.



June 13, 2024

Geri Sams
Procurement Director
Augusta Procurement Department
535 Telfair St, STE 605
Augusta, GA 30901

RE: "Light Up the Night" Partnership Proposal

Dear Geri,

We appreciate your desire for more clarity regarding the pricing of the audit. To avoid imposing on our confidentiality agreements with our vendor(s), we have not provided the level of detail as requested. However, we recognize the substantial time and resources required to bring such a transformative project to fruition.

Georgia Power understands the importance of timely execution of the audit. We support Augusta-Richmond County's commitment to safety and security to its residents. With collaboration, the community will benefit from better lighting by increasing safety, improving maintenance, and creating better uniformity. Therefore, we are agreeable to move forward with the proposed audit cost of \$90 per light for the scope of audit work. We acknowledge that this rate is offered at a discount from GPC's anticipated costs for the scope of audit work. However, it reflects our commitment to the long-standing partnership with Augusta-Richmond County as your premier lighting provider.

We eagerly anticipate the commencement of this project, which will provide valuable insights into the market value of the system, future capital requirements, and ongoing maintenance costs. These aspects will be discussed and addressed in Phases 1 through 3.

We appreciate the trust placed in us and are excited to work collaboratively on this venture. Our team is prepared to light up the night and contribute to the well-being and prosperity of Augusta's residents.

Thank you for the opportunity to partner on this important project. We look forward to a successful collaboration and the positive impact it will have on the community.

Warm regards,

Nealy Scott
Lighting Account Executive
Georgia Power Company

Request for Qualifications

Request for Qualifications will be received at this office until **Thursday, December 28, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **893 3907 5915**; Passcode: **103479** for furnishing:

RFQ Item #23-241 Augusta Streetlighting/Outdoor Lighting Assessment and Upgrade Need for Augusta, GA – Engineering and Environmental Services Development

RFQs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Qualification Conference will be held on Monday, December 11, 2023 @ 11:00 a.m. via Zoom Meeting ID: 835 2949 4644; Passcode: 775090.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, December 12, 2023 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

No RFQ may be withdrawn for a period of **90 days** after RFQ has been opened, pending the execution of contract with the successful bidder(s).

Request for qualifications (RFQ) and specifications. An RFQ shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for qualification including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFQ number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for qualification issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Respondents are cautioned that acquisition of RFQ documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFQ documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle November 16, 23, 30, 2023 and December 7, 2023
Metro Courier November 16, 2023

Revised: 3/22/21



**RFQ Item #23-241 Augusta Streetlight/Outdoor Lighting Assessment
and Upgrade Need - for Augusta, GA
Augusta Engineering and Environmental Services Department
RFQ Due: Wednesday, December 27, 2023 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 7
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 159
Georgia Procurement Registry: 543
Total packages submitted: 2
Total Noncompliant: 0

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Georgia Power Company 241 Ralph McGill Blvd. NE Atlanta, GA 30308	Yes	Yes	425539	Yes	Yes	Yes
Tanko Streetlighting, Inc. 220 Bay Shore Blvd. San Francisco, CA 94124	Yes	Yes	807249	Yes	Yes	Yes

 Evaluation Sheet RFQ Item #23-241 Augusta Streetlight/Outdoor Lighting Assessment and Upgrade Need - for Augusta, GA Augusta Engineering and Environmental Services Department RFQ Due: Wednesday, December 27, 2023 @ 11:00 a.m. Evaluation Date: Wednesday, January 17, 2024 @ 3:00 p.m. via ZOOM						
Vendors			Georgia Power Company 241 Ralph McGill Blvd. NE Atlanta, GA 30308	Tanko Streetlighting, Inc. 220 Bay Shore Blvd. San Francisco, CA 94124	Georgia Power Company 241 Ralph McGill Blvd. NE Atlanta, GA 30308	Tanko Streetlighting, Inc. 220 Bay Shore Blvd. San Francisco, CA 94124
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)		Weighted Scores	
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)			
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	20	5.0	4.5	100.0	90.0
3. Organization & Approach	(0-5)	20	5.0	4.5	100.0	90.0
4. Scope of Services - Discuss your firm's understanding of the Scope of Services and task requirements to be performed included in Section III. Vendor will be evaluated based on possession of the following: a. High ethical and professional standing b. Recent experience on similar projects c. Experience in working with municipalities or state agencies, d. Experience in working with streetlight networks, e. Qualifications of personnel, f. Current workload affecting ability to complete the work on time and within the budget.	(0-5)	20	4.5	4.3	90.0	85.0
5. Schedule of Work	(0-5)	10	5.0	5.0	50.0	50.0
6. References	(0-5)	5	5.0	4.8	25.0	23.8
7. Financial Stability	(0-5)	10	5.0	5.0	50.0	50.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			29.5	28.0	415.0	388.8
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	4.5	5.0	45.0	50.0
9. Q&A Response to Panel Questions	(0-5)	5	5.0	4.9	25.0	24.5
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 75)		15	9.5	9.9	70.0	74.5
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for						
Total Cumulative Score (Maximum point is 500)			39.0	37.9	485.0	463.3
Internal Use Only						
Evaluator: Cumulative Date: 1/17/24 Phase II 1/31/24 Procurement Department Representative: <u>Nancy Williams</u> Procurement Department Completion Date: 1/17/24 Phase II 1/31/24						

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

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

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement

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

DATE: Wednesday, February 7, 2024

SUBJECT: Augusta Streetlighting/Outdoor Lighting Assessment and Upgrade need
RFQ 23-241
File Reference: 19-014(A)

Ms. Sams, it is recommendation of Augusta Engineering (AE) to award the Augusta streetlighting/outdoor lighting assessment & upgrade project to Georgia Power Company. AE requests that the scope of work be initiated and enter into fee negotiations.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

ALL/
/hm

cc: Darrell White & Nancy Williams, Procurement Department
Compliance Department
June Hamal, AE Associate Director Construction & Program Delivery
John Ussery, AE Assistant Director Traffic Engineering
Program File

GEORGIA POWER
ATTN: SCOTT NEALY
BIN #79451
1769 SANDS PLACE
MARIETTA, GA 30067

GEORGIA POWER
ATTN: SCOTT NEALY
BIN #79451
1769 SANDS PLACE
MARIETTA, GA 30067

GEORGIA POWER
ATTN: SCOTT NEALY
BIN #79451
1769 SANDS PLACE
MARIETTA, GA 30067

ACV LIGHTING CONSULTANTS
2117 EASY AVENUE
LONG BEACH, CA 90810

ACV LIGHTING CONSULTANTS
2117 EASY AVENUE
LONG BEACH, CA 90810

ACV LIGHTING CONSULTANTS
2117 EASY AVENUE
LONG BEACH, CA 90810

SOUTHERN CO
1607 WALTON WAY
AUGUSTA, GA 30904

SOUTHERN CO
1607 WALTON WAY
AUGUSTA, GA 30904

SOUTHERN CO
1607 WALTON WAY
AUGUSTA, GA 30904

WELLS + ASSOCIATES
ATTN: PATRICK MONROE
101 S. TRYON STREET
SUITE 2700
CHARLOTTE, NC 28280

WELLS + ASSOCIATES
ATTN: PATRICK MONROE
101 S. TRYON STREET
SUITE 2700
CHARLOTTE, NC 28280

WELLS + ASSOCIATES
ATTN: PATRICK MONROE
101 S. TRYON STREET
SUITE 2700
CHARLOTTE, NC 28280

JEFFERSON ELECTRIC
3106 GA HIGHWAY 88
BLYTHE, GA 30805

JEFFERSON ELECTRIC
3106 GA HIGHWAY 88
BLYTHE, GA 30805

JEFFERSON ELECTRIC
3106 GA HIGHWAY 88
BLYTHE, GA 30805

GEORGIA POWER
ATTN: STEPHEN KING
P.O. BOX 830961
BIRMINGHAM, AL 35283

GEORGIA POWER
ATTN: STEPHEN KING
P.O. BOX 830961
BIRMINGHAM, AL 35283

GEORGIA POWER
ATTN: STEPHEN KING
P.O. BOX 830961
BIRMINGHAM, AL 35283

AIKEN ELECTRIC CO-OP
2790 WAGENER RD
AIKEN, SC 29801

AIKEN ELECTRIC CO-OP
2790 WAGENER RD
AIKEN, SC 29801

AIKEN ELECTRIC CO-OP
2790 WAGENER RD
AIKEN, SC 29801

HAMEED MALIK
AEESD

JUNE HAMAL
AEESD

PHYLLIS JOHNSON
COMPLIANCE

RFQ ITEM #23-241
Augusta Streetlight/Outdoor Lighting
Assessment and Upgrade Need for Augusta,
GA – Engineering and Environmental
Services Department
RFQ DUE: THURSDAY, 12/28/23 @11:00 AM

RFQ ITEM #23-241
Augusta Streetlight/Outdoor Lighting
Assessment and Upgrade Need for Augusta,
GA – Engineering and Environmental
Services Department
ADDENDUM 1 MAILED: Tuesday, 12/19/23

ADDENDUM 1
Page 1 of 1

GEORGIA POWER
ATTN: SCOTT NEALY
BIN #79451
1769 SANDS PLACE
MARIETTA, GA 30067

WELLS + ASSOCIATES
ATTN: PATRICK MONROE
101 S. TRYON STREET
SUITE 2700
CHARLOTTE, NC 28280

GEORGIA POWER
ATTN: STEPHEN KING
P.O. BOX 830961
BIRMINGHAM, AL 35283

ACV LIGHTING CONSULTANTS
2117 EASY AVENUE
LONG BEACH, CA 90810

JEFFERSON ELECTRIC
3106 GA HIGHWAY 88
BLYTHE, GA 30805

AIKEN ELECTRIC CO-OP
2790 WAGENER RD
AIKEN, SC 29801

SOUTHERN CO
1607 WALTON WAY
AUGUSTA, GA 30904

HAMEED MALIK
AEESD

JUNE HAMAL
AEESD

PHYLLIS JOHNSON
COMPLIANCE

RFQ ITEM #23-241
Augusta Streetlight/Outdoor Lighting
Assessment and Upgrade Need for Augusta,
GA – Engineering and Environmental
Services Department
RFQ DUE: THURSDAY, 12/28/23 @11:00 AM

RFQ ITEM #23-241
Augusta Streetlight/Outdoor Lighting
Assessment and Upgrade Need for Augusta,
GA – Engineering and Environmental
Services Department
RFQ MAILED: Friday, 11/17/2023

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Monday, November 20, 2023 12:35 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2023-000000019

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2023-000000019

Event Title: 23-241 Augusta Streetlighting/Outdoor Lighting Assessment and Upgrade Need

Event Type: Non-State Agency

Process Log
2023/11/20 12:30:43 : Log starts for - 4070009 - EVENT_RELEASE_TO_SUPL
2023/11/20 12:30:47 : Email Process Log for the Event#: PE-72155-NONST-2023-000000019
2023/11/20 12:30:47 : Email Batch# 2311203299
2023/11/20 12:30:47 : Notification Type: EVENT_RELEASE_TO_SUPL
2023/11/20 12:31:43 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2023/11/20 12:31:44 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2023/11/20 12:35:08 : Total No of Contacts found for sending Email: 545
2023/11/20 12:35:08 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at: <https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2023-000000019&sourceSystemType=gpr20>

11/20/2023 12:35:08 PM

[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]

Planholders

Add Supplier

Export To Excel

Supplier (8)

Supplier ⇅

Download Date

Ameresco	11/20/2023
Dodge Data	11/20/2023
Georgia Power Company	12/08/2023
Lineworks Engineering LLC	11/30/2023
Onvia, Inc. - Content Department	11/20/2023
ROCKET INDUSTRIES LLC	11/23/2023
Sesco Lighting, Inc.	11/20/2023
Wells + Associates	11/30/2023

Add Supplier

Supplier Details

Supplier Name	Ameresco
Contact Name	Kate Cronin
Address	111 Speen Street , Framingham, MA 01701
Email	kcronin@ameresco.com
Phone Number	508-661-2230

Remove

Documents

Filename	Type	Action
23-241_RFQ	Bid Document / Specifications	View History

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

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

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.
- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:
 - (1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;
 - (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

- (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.
 - (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Committee Meeting

Meeting Date: August 13, 2024

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

Johnson, Laschober & Associates – Task Order Three (TO3)

File Reference: 24 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	SA #2 Approve Environmental Initial Phase Task Order (TO3) funding for Design, Permitting and Construction Engineering Services Contract to Johnson, Laschober & Associates, PC. (JLA) in the amount of \$118,130 for Rocky Creek Improvements. 23LFL222 / 19-152
Background:	Rocky Creek Improvements Engineering work is in progress and JLA is the lead design firm. Work is being performed under contract 19-152. Due to federal & state regulatory applicable requirements, it is cost effective to release work in phases and develop services scope accordingly. Hence, work is released as Phased Task Orders. Initial phase /Task Orders 1 & 2 services included documents review, research, planning, field delineation, environmental constrains and survey. These activities are in progress and information gathered warranted expanding environmental assessment including desktop cultural resources assessment.
Analysis:	This project is located in the Rocky Creek Basin/Watershed, and the creek flows through it. Areas in the project boundary currently experience flooding and bank erosion. The proposed project will improve Rocky Creek stabilization and reduce risk of flood hazard both upstream and downstream by construction of flood control storage facilities at heard water and mid water locations. Design tasks are released in phases to ensure field work is completed cost effectively and develop targeted scope. Cultural Resources and phase 1 environmental assessment will yield data that is critical for environmental permitting.
Financial Impact:	Project SPLOST IV Funds (Rocky Creek Drainage Project).
Alternatives:	1). Do not approve and find alternative to complete the stream improvements.
Recommendation:	Approve Environmental Initial Phase Task Order (TO3) funding for Design, Permitting and Construction Engineering Services Contract to Johnson,

Laschober & Associates, PC. (JLA) in the amount of \$118,130 for Rod
Creek Improvements. AE/ 19-152

Item 13.

Funds are available in (\$118,130) 324-041110-52.12115 / 209824002-52.12115 - Project
the following accounts: SPLOST IV Funds

REVIEWED AND HM/SR
APPROVED BY:



JOHNSON, LASCHOB & ASSOCIATES, P.C.
PO Box 2103
AUGUSTA GA 30901

Task Order 3

DATE: 7/9/24
CLIENT PO No.: 23LFL222
JLA JOB No.: 3042.2308
JLA INVOICE No.: N/A


PROJECT NAME: Rocky Creek Flood Risk Reduction Project
BILLING PERIOD: N/A
DESCRIPTION OF WORK PERFORMED: Phase 1a Desktop Cultural Resource Assessment and Phase 1 Environmental Site Assessment
FEE BASIS: \$18,130
\$100,000 -Misc. Supplemental Supporting Activities

Dr. Malik,
As discussed during our design review meeting, we are submitting this change order for additional of potential contamination.

environment assessment in the project areas by POND due to concerns
Please the attached fee proposal from POND for additional information.

If you have any questions concerning the invoiced amount for the current period, please do not hesitate to call.

Sincerely,


TREVOR WIMBERLY, P.E.
Project Manager

**AUGUSTA, GEORGIA
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

Augusta Richmond County Project Number(s):	324-041110- 52.12115 - 209824002
Supplemental Agreement Number:	2
Purchase Order Number:	23LFL222

WHEREAS, We, **Johnson, Laschober & Associates**, entered into a contract with Augusta, Georgia on June 13, 2019, for services for the **Streambank Stabilization Design, Permitting and Construction Engineering Services for Rocky Creek Improvements**, File Reference No. 23-041 (A), and

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

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

It is agreed that as a result of the above described modification the contract amount is increased by \$118,130.00 from \$326,712.00 to a new total of \$444,842.00.

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Johnson, Laschober & Associates**, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2024.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA, GEORGIA

Johnson, Laschober & Associates

Honorable Garnett L. Johnson, Mayor

Approved: Date _____

Approved: Date _____

[ATTACHED CORPORATE SEAL]

ATTEST:

ATTEST:

Title: _____

Title: _____



Committee Meeting

Meeting Date: August 13, 2024

Jones Street Roadway & Alley Improvements Project

Design and Engineering Services

RFQ Item: 24-162

File Reference: 24 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve and award Preliminary Engineering Concept Phase (design phase1) of the Design Consultant Services Agreement to Cranston LLC (Cranston) in the amount of \$39,874.41 for the Jones Street Roadway & Alley Improvements Project. Award is contingent upon receipt of signed agreement. AE/ RFQ 24-162
Background:	The purpose of this project is to enhance the functionality and aesthetically improve around the Augusta common area by enhancing the connectivity to commons, Augusta convention center and other businesses around it and keeping traffic and pedestrian functionality as a top priority. The scope of work includes review of previous improvements in vicinity of the project, previously develop layout validation, analysis, & development; preliminary construction plans, right-of-way plans, Surveying, electrical & lighting design, stakeholder coordination, and final construction plans. Proposed Jones Alley runs through existing building and scope also include limited Architectural Services for building structural support reconstruction and designing building enclosure on both sides of the proposed roadway. Augusta Engineering is taking a phased approach to complete final design and construction plans for this project. This is Phase 1 that is limited to concept development. In February 2024, Augusta Engineering (AE) requested professional services “Request for Qualifications (RFQ) to perform design and engineering services for this project.
Analysis:	The following firms were evaluated based on qualifications, technical approach, experience, and references in March 2024. The following firms submitted RFQs and were evaluated: <ol style="list-style-type: none"> 1. Cranston LLC 2. Infrastructure Consulting & Engineering, PLLC <p>Cranston was selected based on the evaluation procedures used for this project.</p>

Financial Impact: Funds are available in the project state allocated fund.

Alternatives: Do not approve and find alternative to complete the project and meet TIA project completion schedule.

Recommendation: Approve Alternative Number One.

Funds are available in the following accounts: (\$39,874.41) – 220013211-54.12110 - Project State Funds


REVIEWED AND APPROVED BY: HM/LA/SR

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

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

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement

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

DATE: Thursday, April 18, 2024

SUBJECT: Design Services for Jones Street Roadway and Alley Improvements
RFQ 24-162
File Reference: 24-014(A)

Ms. Sams, it is recommendation of Augusta Engineering (AE) to award the engineering design services for the subject project to **Cranston, LLC (Cranston)**. AE requests that the scope of work be initiated and enter into fee negotiations.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Darrell White & Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File



CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901
PO Box 2546 Augusta, Georgia 30903
706.722.1588

June 7, 2024

Ms. Geri Sams, Procurement Director
Augusta Procurement Department
535 Telfair St., Suite 605
Augusta, GA 30901

Re: Jones Street Roadway &
Alley Improvements
Revised Fee Proposal - Counter Offer 1
Cranston File No.: 23-0905

Dear Ms. Sams:

We appreciate the opportunity to be selected as the engineering design consultant for the Jones Street Roadway and Alley Improvements project. This letter is provided in response to the City's June 4, 2024 counteroffer to our May 1, 2024 originally proposed fee.

The City of Augusta's counteroffer included a reduction in design and project management hours along with a decrease in the overhead rate. Following review of the counteroffer, we respectfully propose a fee based on a reduction of hours with the originally proposed overhead rate unchanged. The overhead rate proposed is Cranston's formally audited overhead rate and we request that it remain. A summary of the estimated totals per submission and the current counteroffer are shown below.

- May 1, 2024, Cranston's original fee proposal = \$44,260.46
- June 4, 2024, Augusta's counteroffer = \$38,434.98
- June 6, 2024, Cranston's response = \$39,874.41

An updated cost proposal form is enclosed.

Augusta Procurement Department
June 7, 2024
Page 2 of 2

Thank you again for this opportunity and we stand ready to initiate services. Please contact me with any questions.

Sincerely,

CRANSTON LLC

Tom Dunaway, P.E., MBA

Cc: Ms. Nancy Williams, Augusta Procurement Department
Mr. Mitchell Murchison, CRANSTON

Georgia Department of Transportation
COST PROPOSAL

CRANSTON COUNTER_1
 6/7/2024

Item 14.

Proj. No.: RFQ 24-162
 PI No.: -
 Prime: CRANSTON, LLC
 Date: 6-Jun-2024

Project: **Concept Phase Services for Jones Street Roadway and Alley Improvements**
 County: **Richmond**
 Contract Type:
 Fixed Fee %: **10%**
 Master Contract: **RFQ 24-162**
 Contract Expiration: **0-Jan-1900**
 Task Order No: **0**

Cost Summary by Firm

Maximum Allowable Compensation ==>		\$ 39,874.41	Maximum Fixed Fee Amounts by Firm	DBE (Yes/No)	DBE Goal >	0.0%
		Estimated Amounts by Firm			Estimated DBE Participation	Estimated DBE %
TOTALS ==>		\$ 39,874.41	\$ 3,612.46		\$ -	-
Prime:	CRANSTON, LLC	\$ 33,942.50	\$ 3,075.05	No		
Subs:	Dickinson Architecture	\$ 4,915.11	\$ 445.29	No		
	Electrical Design Consultants	\$ 1,016.80	\$ 92.12	No		
	Sub Firm Name 3	\$ -	\$ -	No		
	Sub Firm Name 4	\$ -	\$ -	No		
	Sub Firm Name 5	\$ -	\$ -	No		
	Sub Firm Name 6	\$ -	\$ -	No		
	Sub Firm Name 7	\$ -	\$ -	No		
	Sub Firm Name 8	\$ -	\$ -	No		
	Sub Firm Name 9	\$ -	\$ -	No		

Request for Qualifications

Request for Qualifications will be received at this office until **Tuesday, March 5, 2024 @ 3:00 p.m.** via ZOOM Meeting ID: 869 6203 5232; Passcode: 198696 for furnishing:

RFQ Item #24-162 Design Services for Jones Street Roadway and Alley Improvements for Augusta, GA – Engineering and Environmental Services Department

RFQs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

RFQ # 24-162 Pre-Qualification Conference will be held on **Monday, February 19, 2024 @ 3:00 p.m.** via Zoom Meeting ID: 838 4033 2639; Passcode: 791787.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, February 20, 2024 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

No RFQ may be withdrawn for a period of **90 days** after RFQ has been opened, pending the execution of contract with the successful bidder(s).

Request for qualifications (RFQ) and specifications. An RFQ shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for qualification including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFQ number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for qualification issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Respondents are cautioned that acquisition of RFQ documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFQ documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle January 25, 2024 and February 1, 8, 15, 2024
Metro Courier January 25, 2024

Revised: 3/22/21



RFQ Item #24-162 Design Services for Jones Street Roadway and Alley for Augusta, GA – Engineering and Environmental Services Department
RFQ Due: Tuesday, March 5, 2024 @ 3:00 p.m.

Total Number Specifications Mailed Out: 21
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 221
Georgia Procurement Registry: 1246
Total packages submitted: 2
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify #	Addendum	Save Form	Original	7 Copies
Cranston LLC 452 Ellis Street Augusta GA 30901	Yes	1836392	Yes	Yes	Yes	Yes
Infrastructure Consulting & Engineering, PLLC 110 Midlands Court West Columbia, SC 29169	Yes	628530	Yes	Yes	Yes	Yes
Keck & Wood, Inc.	No Response					



**Evaluation Sheet RFQ 24-162 Design Services for Jones Roadway and Alley Improvements
for Augusta, GA – Engineering and Environmental Services Department
Evaluation Date Phase I: Wednesday, March 20, 2024 @ 11:00 a.m. via ZOOM**


Vendors			Cranston LLC 452 Ellis Street Augusta GA 30901	Infrastructure Consulting & Engineering, PLLC 110 Midlands Court West Columbia, SC 29169	Cranston LLC 452 Ellis Street Augusta GA 30901	Infrastructure Consulting & Engineering, PLLC 110 Midlands Court West Columbia, SC 29169
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)		Weighted Scores	
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)			
Pre Screening	N/A	Pass/Fail	PASS	PASS	PASS	PASS
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 • Properly formatted, pages allowance adhered to, all addendums are acknowledged, proposer team holds the required area classes, contains resumes of team members.						
Phase 1						
1. Qualifications & Experience	(0-5)	15	5.0	3.5	75.0	52.5
2. Organization & Approach	(0-5)	15	5.0	4.0	75.0	60.0
3. References	(0-5)	5	5.0	5.0	25.0	25.0
Phase 1 Total - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 175)			15.0	12.5	175.0	137.5
Phase 2						
4. Scope of Services & Wquality Control Procedures	(0-5)	15	5.0	4.0	75.0	60.0
5. Project Understand & Past Performance	(0-5)	15	5.0	4.5	75.0	67.5
6. Technical Approach, Alternatives concept, schedule	(0-5)	20	5.0	5.0	100.0	100.0
7. Presentation by team	(0-5)	10	5.0	5.0	50.0	50.0
8. Q&A Response to Panel Questions	(0-5)	5	5.0	5.0	25.0	25.0
Total Phase 2 - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 175)		25	25.0	23.5	325.0	302.5
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)			40.0	36.0	500.0	440.0
Internal Use Only Page 1						
Evaluator:	Cumulative	Date:	3/20/24 Phase I / Phase II 4/17/24			
Procurement Department Representative: _____ Nancy Williams _____						
Procurement Department Completion Date: 3/20/24 Phase I / Phase II 4/17/24						

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

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

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement

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

DATE: Thursday, April 18, 2024

SUBJECT: Design Services for Jones Street Roadway and Alley Improvements
RFQ 24-162
File Reference: 24-014(A)

Ms. Sams, it is recommendation of Augusta Engineering (AE) to award the engineering design services for the subject project to **Cranston, LLC (Cranston)**. AE requests that the scope of work be initiated and enter into fee negotiations.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Darrell White & Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File

GOODWYN MILLS CAWOOD
6120 POWERS FERRY RD., NW
SUITE 350
ATLANTA, GA 30339

POND & COMPANY
621 NW FRONTAGE ROAD,
SUITE 320
AUGUSTA, GA 30907

MEAD & HUNT
878 SOUTH LAKE DRIVE
LEXINGTON, SC 29072

HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS
3100 BRECKINRIDGE BOULEVARD,
BUILDING 300
DULUTH, GA 30096

JOHNSON LASCHOB & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

WOOLPERT
375 NORTHRIDGE RD, #100
ATLANTA, GA 30350

W. K. DICKSON & CO.
1450 GREENE STREET
SUITE 145
AUGUSTA, GA 30901

GOODWYN, MILLS & CAWOOD
801 BROAD STREET
SUITE 900
AUGUSTA, GA 30901

HUSSEY GAY BELL
329 COMMERCIAL DRIVE
SAVANNAH, GA 31406

KIMLEY-HORN AND ASSOCIATES, INC.
3930 EAST JONES BRIDGE ROAD,
SUITE 350
PEACHTREE CORNERS, GA 30092

PRIME ENGINEERING
3715 NORTHSIDE PARKWAY, NW
300 NORTHCREEK, SUITE 200
ATLANTA, GA 30327

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

JACOB ENGINEERING
10 10TH STREET NW, SUITE 1400
ATLANTA, GA 30309

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

HOLT CONSULTING COMPANY
2801 DEVINE ST., SUITE 201
COLUMBIA, SC 29205

OAC
144 BREAKAWAY TRAIL
TITUSVILLE, FL 32780

ATTN: TOM DUNAWAY
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

**INFRASTRUCTURE CONSULTING &
ENGINEERING**
ATTN: JOSH APSITIS
110 MIDLANDS COURT
WEST COLUMBIA, SC 29169

AECOM
101 RESEARCH DR
COLUMBIA, SC 29203

ICF
2635 CENTURY CENTER PARKWAY
SUITE 1000
ATLANTA, GA 30345

INFRASTRUCTURE SYSTEMS MGT
ATTN: ABIE LADSON
1557 BROAD ST
AUGUSTA, GA 30901

HAMEED MALIK
AEESD

JUNE HAMAL
AEESD

PHYLLIS JOHNSON
COMPLIANCE

RFQ ITEM #24-162
JONES STREET ROADWAY AND ALLEY
IMPROVEMENTS
FOR ENGINEERING DEPARTMENT
DUE: TUESDAY 03/05/24 @ 3:00 P.m.

RFQ ITEM #24-162
JONES STREET ROADWAY AND ALLEY
IMPROVEMENTS
FOR ENGINEERING DEPARTMENT
MAIL DATE: Thursday 01/25/24

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, January 26, 2024 6:06 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000032

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2024-000000032
Event Title: 24-162 Design Services for Jones Street Roadway and Alley
Event Type: Non-State Agency

Process Log
2024/01/26 17:58:20 : Log starts for - 7581567 - EVENT_RELEASE_TO_SUPL
2024/01/26 17:58:22 : Email Process Log for the Event#: PE-72155-NONST-2024-000000032
2024/01/26 17:58:22 : Email Batch# 2401265215
2024/01/26 17:58:22 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/01/26 18:02:54 : Bad Email not sent to tstone@atwell-group.co, of ATWELL LLC
2024/01/26 18:06:16 : Total No of Contacts found for sending Email: 1247
2024/01/26 18:06:16 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at: <https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000032&sourceSystemType=gpr20>

01/26/2024 06:06:16 PM

[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]

Planholders

Add Supplier

Export To Excel

Supplier (8)

Supplier ⌵

Download Date

Civil Services Inc

01/28/2024

ConstructConnect

01/29/2024

Cranston LLC

01/29/2024

Dodge Data

01/26/2024

Onvia, Inc. - Content Department

01/26/2024

Pond & Company

01/29/2024

Volkert, Inc.

01/31/2024

WGI, Inc.

01/29/2024

Add Supplier

Supplier Details

Supplier Name

Civil Services Inc

Contact Name

Jill Renzi

Address

2394 St. Johns Bluff Road, South , Jacksonville, FL 32246

Email

jrenzi@civilservicesinc.com

Phone Number

904-641-1834

Self Declarations

African American Owned, Small Business

Remove

Documents

Filename

Type

Action

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

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

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.
- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:
 - (1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;
 - (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

- (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.
 - (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Committee Meeting

Meeting Date: July 9, 2024

Restriping of Tobacco Rd and Plantation Rd

- Department:** Engineering & Environmental Services
- Presenter:** Dr. Hameed Malik, Director
- Caption:** Approve the sole source purchase from Peek Paving for thermoplastic restriping of Tobacco Rd between Deans Bridge Rd and Doug Bernard Pkwy and Plantation Rd between Peach Orchard Rd and Windsor Springs Rd. Also, Approve funds in the amount of \$180,850.00. AE
- Background:** The existing roadway striping along Tobacco Road and Plantation Road has been in use for decades. Due to normal wear and tear, along with environmental conditions, the existing striping has faded over time and become difficult to see, especially in inclement weather and at night.
- Analysis:** Augusta Traffic Engineering has reached out to the only regional contractor capable of restriping several miles of major roadways. Each roadway has multiple stripes of different types and colors. If not done correctly, restriping activities could result in safety issues for the general public.
- Financial Impact:** Funds in amount of \$180,850 available in TIA-Discretionary funds.
- Alternatives:** Not Proposed
- Recommendation:** (\$180,850) 236-041110-54.14110 - TIA Discretionary
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** HM/SR



Print Form

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

Vendor: Peek Paving E-Verify Number: 19592

Commodity: Thermoplastic Striping

Estimated annual expenditure for the above commodity or service: \$ 180,850

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

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

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

Name: Hameed Malik Department: AE&SWD Date: 6/19/24

Department Head Signature: [Signature] Date: 6/19/24

Approval Authority: Date:

Administrator Approval (required - not required) Date:

COMMENTS: Commission Approval Required



PAVEMENT MARKING, LLC, 4600 PEEK INDUSTRIAL DRIVE, P.O. BOX 7337, COLUMBUS, GA 31908 (706) 563-5867 FAX (706) 563-7762

07/28/2024

To Whom it may concern:

Peek Pavement Marking, LLC. is the predominate GDOT District 2 approved Pavement Marking Contractor in the Richmond County/City of Augusta area. Peek Pavement Marking, LLC. has current contracts with the GDOT Pavement Marking Maintenance Department. Please see the attachment for our GDOT pre-qualification. Due to this designation, Peek Pavement Marking, LLC. is uniquely qualified to handle large scale striping and marking projects in this area.

Respectfully,

Andy Holland
Peek Pavement Marking, LLC.

Andy Holland



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

December 20, 2022

CERTIFICATE OF QUALIFICATION
Vendor ID: 2PE100

Peek Pavement Marking, LLC
4600 Peek Industrial Drive
Columbus, GA 31909

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

MAXIMUM CAPACITY RATING: \$493,900,000.00

CERTIFICATE EXPIRES: November 30, 2024

PRIMARY WORK CLASS/CODE: 652

SECONDARY WORK CLASS(ES)/CODE(S): 150, 461, 636, 653 and 657

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

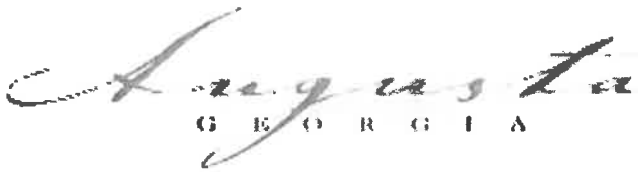
Marc Mastronardi, P.E.

Marc Mastronardi, P.E.

Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.
DN: C=US, E=mmastronardi@dot.ga.gov,
O=Georgia Department of Transportation,
OU=Division of Construction - Director,
CN="Marc Mastronardi, P.E."
Date: 2022.12.27 10:31:15-08'00'

MM:TKA




ENGINEERING DEPARTMENT

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

MEMORANDUM

TO: Ms Geri Sams – Procurement Director

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

DATE: June 19, 2024

SUBJECT: Installation of Thermoplastic Striping along Tobacco Rd and Plantation Rd

Peek Paving is one of the industry standard providers for traffic striping and pavement markers. Peek is the only regional provider to install roadway paving and other traffic safety devices on public streets.

This proposal will improve traffic safety along Tobacco Road and Plantation Road by installing thermoplastic striping on the asphalt to improve visibility of the lanes along the roadway.

Peek Paving is headquartered in Columbia, SC and has customers throughout the southeast United States. Funding is available through the TIA Discretionary program.

JU/SR/SC

cc: File



PAVEMENT MARKING,LLC, 4600 PEEK INDUSTRIAL DRIVE, P.O.BOX 7337,COLUMBUS,GA 31908 (706)563-5867 FAX(706)563-7762
 Page 1 of 1

RE: RE-STRIPE TOBACCO ROAD
 CITY OF AUGUSTA
 RICHMOND COUNTY, GEROGIA

DATE: May 23, 2024

QUOTE # 38146

Item	Description	Qty	Unit	Unit Price	Total
PAINT STRIPING AND THERMOPLASTIC MARKINGS					
652	TOBACCO ROAD (FROM DEAN FOREST RD OVERPASS TO WINDSOR SPRING RD)	1	LS	\$53,950.00	\$53,950.00
653	TOBACCO ROAD (FROM WINDSOR SPRING RD TO PEACH ORCHARD RD)	1	LS	\$20,550.00	\$20,550.00
ESTIMATED PROJECT TOTAL:					\$74,500.00
THERMOPLASTIC STRIPING AND MARKINGS					
653	TOBACCO ROAD (FROM DEAN FOREST RD OVERPASS TO WINDSOR SPRING RD)	1	LS	\$71,000.00	\$71,000.00
653	TOBACCO ROAD (FROM WINDSOR SPRING RD TO PEACH ORCHARD RD)	1	LS	\$34,300.00	\$34,300.00
ESTIMATED PROJECT TOTAL:					\$105,300.00

Raised Pavement Markers are NOT INCLUDED in the pricing above.

This is a quote / estimate only and not an offer or guarantee to perform work. All quotes / estimates are only good for the time allowed in the request for bid or listed below and are subject to acceptance based on contract requirements. Please contact our office for contract requirements and availability of crews.

The prices quoted above **DO NOT INCLUDE - STRIPING OF ROADS WITH NO EXISTING MARKINGS.**

All work will be performed in accordance to current **Georgia Department of Transportation Specifications.**

The prices quoted above **DO NOT INCLUDE** removal. If removal is required, ADDITIONAL pricing will be required.

The above unit prices are based on *one (1) move-in* to the project and *one (1) application of materials.*

Parking Spaces for ON STREET PARKING and Parking Lot Striping *is not included* in the prices quoted above.

The above unit prices do not include blading of grass or "**Clipping**" the edges of the roadway prior to installation of edge lines.

The above unit prices do not include mechanical brooming or "**Heavy Cleaning**" of debris from the roadway. The city shall be responsible for blading grass or "**Clipping**" the edges of the roadway and any mechanical brooming or "**Heavy Cleaning**" required prior to installation of edge lines.

The above pricing may be withdrawn if not approved within sixty (60) days.

We appreciate the opportunity to quote you this work. If you have any questions, please let us know.

Thank you and best regards,
 Andy Holland
 Peek Pavement Marking, LLC



PAVEMENT MARKING,LLC, 4600 PEEK INDUSTRIAL DRIVE, P.O.BOX 7337,COLUMBUS,GA 31908 (706)563-5867 FAX(706)563-7762
Page 1 of 1

RE: RE-STRIPE TOBACCO ROAD AND PLANTATION ROAD
CITY OF AUGUSTA
RICHMOND COUNTY, GEROGIA

DATE: June 5, 2024

QUOTE # 38203

Item	Description	Qty	Unit	Unit Price	Total
PAINT STRIPING AND THERMOPLASTIC MARKINGS					
652	PLANTATION ROAD ROAD (FROM PEACH ORCHARD TO WINDSOR SPRING)	1	LS	\$39,050.00	\$39,050.00
653	TOBACCO ROAD (FROM DOUG BERNARD TO PEACH ORCHARD RD)	1	LS	\$7,600.00	\$7,600.00
ESTIMATED PROJECT TOTAL:					\$46,650.00
THERMOPLASTIC STRIPING AND MARKINGS					
653	PLANTATION ROAD ROAD (FROM PEACH ORCHARD TO WINDSOR SPRING)	1	LS	\$61,500.00	\$61,500.00
653	TOBACCO ROAD (FROM DOUG BERNARD TO PEACH ORCHARD RD)	1	LS	\$14,050.00	\$14,050.00
ESTIMATED PROJECT TOTAL:					\$75,550.00

Raised Pavement Markers are NOT INCLUDED in the pricing above.

This is a quote / estimate only and not an offer or gurantee to perform work. All quotes / estimates are only good for the time allowed in the request for bid or listed below and are subject to acceptance based on contract requirements. Please contact our office for contract requirements and availability of crews.

The prices quoted above **DO NOT INCLUDE - STRIPING OF ROADS WITH NO EXISTING MARKINGS.**

All work will be performed in accordance to current **Georgia Department of Transportation Specifications.**

The prices quoted above DO NOT INCLUDE removal. If removal is required, ADDITIONAL pricing will be required.

The above unit prices are based on *one (1) move-in* to the project and *one (1) application of materials.*

Parking Spaces for ON STREET PARKING and Parking Lot Striping *is not included* in the prices quoted above.

The above unit prices do not include blading of grass or "**Clipping**" the edges of the roadway prior to installation of edge lines.

The above unit prices do not include mechanical brooming or "**Heavy Cleaning**" of debris from the roadway. The city shall be responsible for blading grass or "**Clipping**" the edges of the roadway and any mechanical brooming or "**Heavy Cleaning**" required prior to installation of edge lines.

The above pricing may be withdrawn if not approved within sixty (60) days.

We appreciate the opportunity to quote you this work. If you have any questions, please let us know.

Thank you and best regards,
Andy Holland
Peek Pavement Marking, LLC



Finance Committee

Meeting Date: August 13, 2024

Water & Sewer Bonds

- Department:** Administrator / Finance/ Water & Sewer
- Presenter:** Timothy E. Schroer, Deputy Finance Director
- Caption:** Motion to approve resolution authorizing proceeding with the issuance by Augusta Georgia of its water and sewerage revenue bonds in order refund outstanding debt (Water and Sewer bonds, Series 2012 and 2014) of Augusta, Georgia relating to the water and sewerage system.
- Background:** The Water and Sewer Bonds, Series 2012 and 2014 are eligible to be called and refunded on October 1. It has been determined to be economically feasible and beneficial the refunding of the bonds.
- Analysis:** This is the first step in the process of issuing bonds, if authorization is granted bonds documents would be drafted. It is anticipated that bonds would be issued in the third/fourth quarter of 2024. It is anticipated that there will be a budgetary saving of at least \$15 million over the life of the bonds. On the sale date the commission will be presented with the terms (lowest bidder and interest rate) of the bond sale and will be requested to approve the sale.
- Financial Impact:** Debt service would be provided from water and sewer operations.
- Alternatives:** Do not refund/reissue bonds and lose anticipated savings.
- Recommendation:** Approve motion to proceed
- Funds are available in the following accounts:** Water and Sewer operations.

REVIEWED
AND
APPROVED BY:

SERIES 2024A BOND RESOLUTION

ADOPTED AUGUST 20, 2024

BY THE AUGUSTA-RICHMOND COUNTY COMMISSION

RELATING TO

**AUGUSTA, GEORGIA
WATER AND SEWERAGE REVENUE REFUNDING BONDS,
SERIES 2024A**

TABLE OF CONTENTS

This Table of Contents is for convenience of reference only and is not part of this Series 2024A Bond Resolution.

ARTICLE I DEFINITIONS	5
Section 1.1. Definitions.....	5
ARTICLE II THE SERIES 2024A BONDS	7
Section 2.1. Authorization; Designation of Series 2024A Bonds.....	7
Section 2.2. Parity Certification.....	7
Section 2.3. Series 2024A Bond Details.....	8
Section 2.4. Form of Series 2024A Bonds.....	9
Section 2.5. Global Form; Securities Depository; Ownership of Series 2024A Bonds	20
ARTICLE III REDEMPTION OF SERIES 2024A BONDS.....	22
Section 3.1. Optional and Mandatory Redemption of Series 2024A Bonds	22
ARTICLE IV SALE OF SERIES 2024A BONDS AND CUSTODY AND APPLICATION OF PROCEEDS; REFUNDING PROGRAM;.....	23
Section 4.1. 2024A Costs of Issuance Account.	23
Section 4.2. Sale of Series 2024A Bonds; Application of Proceeds of Series 2024A Bonds	23
Section 4.3. Redemption of Refunded Bonds.....	24
Section 4.4. Direction to Escrow Agent for the Refunded Bonds	24
Section 4.5. Escrow Agent and Escrow Fund.....	24
Section 4.6. Termination of Rights.....	25
ARTICLE V GENERAL PROVISIONS.....	26
Section 5.1. Continuing Disclosure for the Series 2024A Bonds.....	26
ARTICLE VI MISCELLANEOUS PROVISIONS	27
Section 6.1. Continuance and Effect of Bond Resolution	27
Section 6.2. Designation of Bond Registrar and Paying Agent for the Series 2024A Bonds	27
Section 6.3. Validation of Series 2024A Bonds	27
Section 6.4. Preliminary Official Statement; Official Statement; and Deemed Final Certificate	27
Section 6.5. Authorization of Escrow Agreement	28
Section 6.6. Authorization of Series 2024A Registrar and Paying Agent Agreement.....	28
Section 6.7. Effective Date	29
Section 6.8. Repeal of Conflicting Resolutions	29
Section 6.9. General Authorization.....	29
Section 6.10. Waiver of Bond Audit.....	29

Section 6.11. Bond Resolution Constitutes a Contract29

SERIES 2024A BOND RESOLUTION

A SERIES 2024A BOND RESOLUTION TO RATIFY, REAFFIRM, SUPPLEMENT, AND AMEND THAT CERTAIN MASTER BOND RESOLUTION ADOPTED ON OCTOBER 16, 2012, AS SUPPLEMENTED AND AMENDED BY THAT CERTAIN PARITY BOND RESOLUTION ADOPTED ON JUNE 18, 2013; THAT CERTAIN SUPPLEMENTAL BOND RESOLUTION ADOPTED ON JULY 16, 2013; THAT CERTAIN SUPPLEMENTAL BOND RESOLUTION ADOPTED ON AUGUST 25, 2014; THAT CERTAIN SUPPLEMENTAL BOND RESOLUTION ADOPTED ON SEPTEMBER 16, 2014; THAT CERTAIN SUPPLEMENTAL BOND RESOLUTION ADOPTED ON SEPTEMBER 5, 2017; THAT CERTAIN SUPPLEMENTAL BOND RESOLUTION ADOPTED ON OCTOBER 17, 2017; THAT CERTAIN SUPPLEMENTAL BOND RESOLUTION ADOPTED ON NOVEMBER 5, 2019; THAT CERTAIN SUPPLEMENTAL BOND RESOLUTION ADOPTED ON DECEMBER 5, 2023; AND THAT CERTAIN SUPPLEMENTAL BOND RESOLUTION ADOPTED ON JUNE 27, 2024; TO PROVIDE FOR THE ISSUANCE BY AUGUSTA, GEORGIA OF ITS WATER AND SEWERAGE REVENUE REFUNDING BONDS, SERIES 2024A FOR THE PURPOSE OF REFUNDING ITS OUTSTANDING WATER AND SEWERAGE REVENUE REFUNDING AND IMPROVEMENT BONDS (SECOND RESOLUTION), SERIES 2014 MATURING OCTOBER 1, 2025 AND THEREAFTER AND ALL OR A PORTION OF ITS OUTSTANDING WATER AND SEWERAGE REVENUE REFUNDING AND IMPROVEMENT BONDS (SECOND RESOLUTION), SERIES 2012; TO PROVIDE TERMS, PROVISIONS, AND CONDITIONS FOR THE ISSUANCE OF ITS WATER AND SEWERAGE REVENUE REFUNDING BONDS, SERIES 2024A; TO AUTHORIZE AND APPROVE THE EXECUTION, DELIVERY AND PERFORMANCE OF AN ESCROW DEPOSIT AGREEMENT; AND FOR OTHER RELATED PURPOSES.

WHEREAS, Augusta, Georgia (the “Consolidated Government”), acting by and through its governing body, the Augusta-Richmond County Commission (the “Commission”), by a Master Bond Resolution duly and validly adopted on October 16, 2012 (the “Master Resolution”), as supplemented and amended by a Parity Bond Resolution duly and validly adopted on June 18, 2013, a Supplemental Bond Resolution duly and validly adopted on July 16, 2013 (collectively the “Series 2013 Resolution”), as further supplemented and amended by a Series 2014 Bond Resolution duly and validly adopted on August 25, 2014 and a Supplemental Series 2014 Bond Resolution duly and validly adopted on September 16, 2014 (collectively the “Series 2014 Resolution”), as further supplemented and amended by a Series 2017 Bond Resolution duly and validly adopted on September 5, 2017 and a Supplemental Series 2017 Bond Resolution duly and validly adopted on October 17, 2017 (collectively the “Series 2017 Resolution”), as further supplemented and amended by a Series 2019 Bond Resolution duly and validly adopted on November 5, 2019 (the “Series 2019 Resolution”), and as further supplemented and amended by

a Series 2024 Bond Resolution duly and validly adopted on December 5, 2023 and a Supplemental Series 2024 Bond Resolution duly and validly adopted on June 27, 2024 (collectively, the “Series 2024 Resolution”), authorized, issued, and delivered (1) \$138,830,000 in original aggregate principal amount of its Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012 (the “Series 2012 Bonds”), which are currently outstanding in the aggregate principal amount of \$71,720,000; (2) \$22,070,000 in original aggregate principal amount of its Water and Sewerage Taxable Revenue Bonds (Second Resolution), Series 2013 (the “Series 2013 Bonds”), which are currently outstanding in the aggregate principal amount of \$12,420,000; (3) \$169,180,000 in original aggregate principal amount of its Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2014 (the “Series 2014 Bonds”), which are currently outstanding in the aggregate principal amount of \$160,565,000; (4) \$94,895,000 in original aggregate principal amount of its Water and Sewerage Revenue Refunding Bonds, Series 2017 (the “Series 2017 Bonds”), which are currently outstanding in the aggregate principal amount of \$67,020,000; (5) \$21,000,000 in original principal amount of its Water and Sewerage Taxable Revenue Bond, Series 2019 (the “Series 2019 Bond”), which is currently outstanding in the principal amount of \$16,920,000; and (6) \$126,395,000 in original aggregate principal amount of its Water and Sewerage Revenue Refunding and Improvement Bonds, Series 2024 (the “Series 2024 Bonds”), which are currently outstanding in the aggregate principal amount of \$126,395,000; and

WHEREAS, terms used in this Series 2024A Bond Resolution and not otherwise defined herein shall have the meaning assigned to such terms in the Master Resolution, as supplemented and amended by the Series 2013 Resolution, the Series 2014 Resolution, the Series 2017 Resolution, the Series 2019 Resolution and the Series 2024 Resolution (collectively the “Prior Resolution”); and

WHEREAS, under the terms of the Prior Resolution, the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014 Bonds, the Series 2017 Bonds, the Series 2019 Bond and the Series 2024 Bonds (collectively the “Prior Bonds”) are special limited obligations of the Consolidated Government payable solely from and secured by a first priority pledge of and lien on the Pledged Revenues; and

WHEREAS, the Master Resolution provides for the issuance under certain conditions of Additional Bonds payable from and secured by Pledged Revenues and ranking on a parity as to the pledge of and lien on the Pledged Revenues with the Prior Bonds; and

WHEREAS, after a thorough and detailed review and upon the recommendation of its financial advisor, Davenport & Company LLC (the “Financial Advisor”), the Consolidated Government has determined that the Consolidated Government at this time should refund all or a portion of the Series 2012 Bonds maturing on and after October 1, 2025 and all of the Series 2014 Bonds maturing on and after October 1, 2025 (as more specifically defined herein, the “Refunded Bonds”); and

WHEREAS, the Financial Advisor has further recommended and the Consolidated Government has concurred that the refunding of the Refunded Bonds should be accomplished by making due and legal provision for the redemption of the Refunded Bonds on the date of redemption provided herein by paying the principal amount and the interest to accrue thereon to

the date of redemption and the payment of all expenses necessary to accomplish the foregoing, all as hereinafter provided; and

WHEREAS, the Consolidated Government has determined that it is in the best interests of the citizens of the area served by the System for the Consolidated Government to refund the Refunded Bonds and to finance the costs of the foregoing by issuing its Water and Sewerage Revenue Refunding Bonds, Series 2024A (the “Series 2024A Bonds”) in an aggregate principal amount not to exceed \$240,000,000; and

WHEREAS, the Prior Bonds are the only presently outstanding revenue bonds or obligations of the Consolidated Government secured by a pledge of and lien on the Pledged Revenues, and the Consolidated Government is now complying in all respects with the terms, provisions, and covenants of the Prior Resolution and is maintaining the respective special funds therein created in the full amount as required; and

WHEREAS, the Series 2024A Bonds to be issued by the Consolidated Government shall be Additional Bonds payable from and secured by Pledged Revenues and shall rank on a parity as to the pledge of and lien on the Pledged Revenues with the Prior Bonds (excluding the Refunded Bonds), as permitted under Article VI of the Master Resolution; and

WHEREAS, in order to further secure the principal of and interest on the Series 2024A Bonds, the Consolidated Government may elect to cause a Credit Facility (as defined in the Prior Resolution) and/or a Reserve Account Credit Facility (as defined in the Prior Resolution) to be issued by a municipal bond insurance company selected by the Consolidated Government; and

WHEREAS, Section 6.6 of the Master Resolution provides that (1) the Consolidated Government will adopt a Series Resolution authorizing the issuance of any additional Bonds and reciting that the requirements of Article VI of the Master Resolution have been satisfied, and will set forth in such proceedings, among other things, the date or dates such additional Bonds will bear and the rate or rates of interest, interest payment date or dates, maturity date or dates, and redemption provisions with respect to such additional Bonds and any other matters applicable to such additional Bonds as the Consolidated Government may deem advisable; (2) any such Series Resolution will restate and reaffirm, by reference, all of the applicable terms, conditions, and provisions of the Bond Resolution not modified by the Series Resolution; and (3) all additional Bonds, any Series Resolution providing for such additional Bonds, and all proceedings relative thereto and the security therefor shall be validated as then prescribed by law; and

WHEREAS, the Master Resolution requires a Series Resolution to establish the date or dates of the pertinent series of Bonds, the schedule of maturities of such Bonds, whether any such Bonds will be Compound Interest Bonds, the name of the purchaser(s) of such series of Bonds, the purchase price thereof, the rate or rates of interest to be borne thereby, whether fixed or variable, the interest payment dates for such Bonds, the terms and conditions, if any, under which such Bonds may be made subject to redemption (mandatory or optional) prior to maturity, the form of such Bonds, and such other details as the Consolidated Government may determine; and

WHEREAS, upon the issuance of the Series 2024A Bonds, the Prior Bonds (excluding the Refunded Bonds) and the Series 2024A Bonds will be the only outstanding water and sewerage

revenue bonds having a lien on the Pledged Revenues and the Prior Bonds (excluding the Refunded Bonds), the Series 2024A Bonds and any Additional Bonds will be payable solely from, and secured by, a first priority pledge of and lien on the Pledged Revenues; and

WHEREAS, in connection with the refunding of the Refunded Bonds, the Consolidated Government proposes to enter into an Escrow Deposit Agreement, to be dated as of the first day of the month in which the Series 2024A Bonds are issued (the “Escrow Agreement”) among the Consolidated Government and U.S. Bank Trust Company, National Association, as escrow agent and as paying agent for the Series 2012 Bonds and the Series 2014 Bonds; and

WHEREAS, prior to the actual issuance and delivery of the Series 2024A Bonds herein authorized to be issued, the Consolidated Government will enter into a registrar and paying agency agreement with U.S. Bank Trust Company, National Association, with respect to the Series 2024A Bonds pursuant to which said bank will agree to act as Paying Agent and Bond Registrar for the Series 2024A Bonds and to perform various functions with respect to the Series 2024A Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission, as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions

(a) The definitions contained in the Master Resolution, particularly Article I thereof, are hereby amended, modified, and supplemented as follows, and the following terms shall have the meanings specified below, unless the context clearly requires otherwise. Capitalized terms not otherwise defined herein shall have such meanings set forth in the Prior Resolution.

“Authorized Denominations” means, with respect to the Series 2024A Bonds, \$5,000 and any integral multiple thereof.

“Bond Registrar” means, with respect to the Series 2024A Bonds, U.S. Bank Trust Company, National Association.

“Escrow Agent” means U.S. Bank Trust Company, National Association, and its successors and assigns.

“Escrow Agreement” means the Escrow Deposit Agreement, to be dated as of the first day of the month in which the Series 2024A Bonds are issued and delivered, among the Consolidated Government, U.S. Bank Trust Company, National Association, as paying agent for the Series 2012 Bonds and the Series 2014 Bonds and the Escrow Agent, as amended from time to time.

“Interest Payment Date” means, with respect to the Series 2024A Bonds, each April 1 and October 1, commencing on the April 1 or October 1 as specified in the Supplemental Resolution relating to such series.

“Paying Agent” means, with respect to the Series 2024A Bonds, U.S. Bank Trust Company, National Association.

“Prior Bonds” means, collectively, the Series 2012 Bonds (excluding the Refunded Series 2012 Bonds), the Series 2013 Bonds, the Series 2014 Bonds (excluding the Refunded Series 2014 Bonds), the Series 2017 Bonds, the Series 2019 Bond and the Series 2024 Bonds.

“Prior Resolution” means the Master Resolution, as supplemented and amended by the Series 2013 Resolution, the Series 2014 Resolution, the Series 2017 Resolution, the Series 2019 Resolution and the Series 2024 Resolution.

“Record Date” means, with respect to the Series 2024A Bonds, the 15th day (whether or not a business day) of the calendar month next preceding an Interest Payment Date.

“Refunded Bonds” means, with respect to this Series 2024A Resolution, the Refunded Series 2012 Bonds and the Refunded Series 2014 Bonds.

“Refunded Series 2012 Bonds” means, with respect to this Series 2024A Resolution, those Series 2012 Bonds maturing on and after October 1, 2025, as specifically identified in the Supplemental Resolution to be adopted by the Governing Body prior to the issuance of the Series 2024A Bonds.

“Refunded Series 2014 Bonds” means, with respect to this Series 2024A Resolution, the Series 2014 Bonds maturing on and after October 1, 2025 currently outstanding in the aggregate principal amount of \$158,220,000, except as otherwise specifically identified in the Supplemental Resolution to be adopted by the Governing Body prior to the issuance of the Series 2024A Bonds.

“Series 2024A Bonds” means the Consolidated Government’s Water and Sewerage Revenue Refunding Bonds, Series 2024A, in the original aggregate principal amount not to exceed \$240,000,000, authorized under Section 2.1.

“Series 2024A Disclosure Certificate” means the continuing disclosure certificate or agreement of the Consolidated Government with respect to the Series 2024A Bonds, dated as of the date of the issuance of the Series 2024A Bonds, as amended from time to time in accordance with its terms.

“Series 2024A Paying Agent and Bond Registrar Agreement” means the Paying Agent and Bond Registrar Agreement, to be dated the date of its execution and delivery, between the Consolidated Government and U.S. Bank Trust Company, National Association, relating to the Series 2024A Bonds, as amended, modified, or replaced.

“Series 2024A Resolution” means this Series 2024A Bond Resolution.

“2012 Bond Registrar” and **“2012 Paying Agent”** means U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as bond registrar and paying agent for the Series 2012 Bonds.

“2014 Bond Registrar” and **“2014 Paying Agent”** means U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as bond registrar and paying agent for the Series 2014 Bonds.

“2024A Costs of Issuance Account” means the account of that name created under Section 4.1.

ARTICLE II

THE SERIES 2024A BONDS

Section 2.1. Authorization; Designation of Series 2024A Bonds

The Consolidated Government hereby authorizes the execution, issuance, and delivery of Bonds to be issued in the original aggregate principal amount not to exceed \$240,000,000, to be designated “Augusta, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2024A,” which shall be executed, issued, and delivered under, and secured by, the Prior Resolution, as supplemented and amended by this Series 2024A Resolution, and the proceeds of which shall be used to (a) refund the Refunded Bonds, (b) fund any required debt service reserve account, with cash or through payment of premium for a Reserve Account Credit Facility and (c) pay costs of issuance of the Series 2024A Bonds, including the premium for any Credit Facility in the event that market conditions are favorable to obtain such at the time of the issuance of the Series 2024A Bonds.

Section 2.2. Parity Certification

The Consolidated Government hereby finds, determines, declares, and certifies that it has fulfilled, or will fulfill, prior to the issuance and delivery of the Series 2024A Bonds, all of the applicable requirements of Article VI of the Master Resolution that are conditions precedent to the issuance of the Series 2024A Bonds as Additional Bonds, namely, either (a)(i)-(vi) or (b)(i)-(iii) below:

(a) (i) There will be procured and filed with the Consolidated Government a report by an Independent Certified Public Accountant to the effect that the historical Net Operating Revenues and Investment Earnings (excluding Investment Earnings, if any, on the Construction Fund) for a period of 12 consecutive months of the most recent 24 consecutive months prior to the issuance of the proposed Additional Bonds were equal to at least 125% of the maximum annual Debt Service Requirement on all Senior Bonds that will be Outstanding immediately after the issuance of the proposed Additional Bonds, in the then current or any succeeding Fiscal Year.

(ii) The Consolidated Government will receive a report from an Independent Certified Public Accountant to the effect that the payments required to be made into each account of the Sinking Fund have been made and the balance in each account of the Sinking Fund is not less than the balance required by the Bond Resolution as of the date of issuance of the Series 2024A Bonds.

(iii) This Series 2024A Resolution requires the proceeds of the Series 2024A Bonds to be used to make capital improvements to the System, to fund interest on the Series 2024A Bonds, to acquire existing or proposed water or sewer utilities, to refund other obligations issued for such purposes (whether or not such refunding Bonds satisfy the requirements of Section 6.2 of the Master Resolution), to fund debt service reserve funds for Bonds, and to pay expenses incidental thereto and to the issuance of the Series 2024A Bonds.

(iv) None of the Series 2024A Bonds will bear interest at a Variable Rate.

(v) The Administrator of the Consolidated Government and the Director of the Utilities Department of the Consolidated Government will certify, by written certificate dated as of the date of issuance of the Series 2024A Bonds, that the Consolidated Government is in compliance with all requirements of the Bond Resolution.

(vi) The Consolidated Government will receive an opinion of Bond Counsel, dated as of the date of issuance of the Series 2024A Bonds, to the effect that this Series 2024A Resolution and any related Supplemental Resolution have been duly adopted by the Consolidated Government.

(b) (i) The Consolidated Government will execute a certificate (1) setting forth the aggregate principal amount of interest and principal of all Senior Bonds falling due during the current Fiscal Year to and including the Fiscal Year of the last maturity of any Senior Bonds then Outstanding (A) with respect to all Senior Bonds Outstanding immediately prior to the date of authentication and delivery of such refunding Bonds and (B) with respect to all Senior Bonds to be Outstanding immediately thereafter; and (ii) demonstrating that the amount set forth for each Fiscal Year pursuant to (i)(B) is no greater than the amount set forth for such Fiscal Year pursuant to (i)(A) above.

(ii) None of the Series 2024A Bonds will bear interest at a Variable Rate.

(iii) The Consolidated Government will receive an opinion of Bond Counsel, dated as of the date of issuance of the Series 2024A Bonds, to the effect that this Series 2024A Resolution and any related Supplemental Resolution have been duly adopted by the Consolidated Government.

The Series 2024A Bonds shall be Additional Bonds payable from and secured by Pledged Revenues and shall rank on a parity as to the pledge of and lien on the Pledged Revenues with the Prior Bonds (excluding the Refunded Bonds), pursuant to authorization granted by Article VI of the Master Resolution.

Section 2.3. Series 2024A Bond Details

The Series 2024A Bonds shall be dated the date of issuance and delivery thereof. The Series 2024A Bonds shall be numbered in a convenient manner, established by the Bond Registrar and shown by the Bond Register.

The Series 2024A Bonds shall bear interest at the rates per annum to be specified in a Supplemental Resolution to be adopted by the Governing Body (but which shall not in any event exceed a maximum per annum rate of interest of 5.00%), computed on the basis of a 360-day year consisting of twelve 30-day months, payable semiannually on each April 1 and October 1 of each year, commencing on the April 1 or October 1 specified in a Supplemental Resolution and shall mature on October 1, in the years (with a final maturity no later than October 1, 2042) and in the principal amounts to be specified in a Supplemental Resolution to be adopted by the Governing Body (provided the principal of and interest on the Series 2024A Bonds payable in any Fiscal Year

shall not in any event exceed a maximum amount of \$30,000,000), unless earlier called for redemption.

The Series 2024A Bonds that mature on October 1 of the years to be specified in a Supplemental Resolution to be adopted by the Governing Body may be Term Bonds.

Section 2.4. Form of Series 2024A Bonds

The Series 2024A Bonds, the Validation Certificate, and the Bond Registrar's Certificate of Authentication shall be in substantially the form set out below, with such variations, omissions, substitutions, and insertions as are required or permitted by the Bond Resolution.

[FORM OF SERIES 2024A BOND]

Unless this Bond is presented by an authorized representative of The Depository Trust Company (“DTC”), a New York corporation, to the Consolidated Government or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF GEORGIA
AUGUSTA, GEORGIA
WATER AND SEWERAGE REVENUE REFUNDING BOND, SERIES 2024A

Number R-____ \$_____

Maturity Date Interest Rate Dated CUSIP
October 1, 20__ _____% _____, 2024

Registered Owner: Cede & Co.

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that **AUGUSTA, GEORGIA** (the “Consolidated Government”), a political subdivision of the State of Georgia, existing as such under and by virtue of the Constitution, statutes and laws of the State of Georgia, for value received, hereby promises to pay (but only out of the sources provided) to the registered owner identified above, or registered assigns, on the Maturity Date stated above, unless this Bond shall have been called for redemption prior to maturity and payment of the redemption price shall have been duly made or provided for, the principal amount identified above and to pay (but only out of the sources provided) interest on the balance of such principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as hereinafter defined) with respect to which interest has been paid or duly provided for, until payment of such principal sum has been made, at the interest rate per annum shown above (computed on the basis of a 360-day year consisting of twelve 30-day months) on April 1 and October 1 of each year (each an “Interest Payment Date”) commencing April 1, 2025, until the payment of the principal amount of this Bond in full, and promises to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest, at such rate.

Principal of and redemption premium, if any, on this Bond are payable when due in lawful money of the United States of America upon presentation and surrender of this Bond at the designated corporate trust office of U.S. Bank Trust Company, National Association, Atlanta, Georgia, as registrar and paying agent (the “Bond Registrar” or the “Paying Agent”). Payment of interest on this Bond shall be made to the registered owner and shall be paid in lawful money of the United States of America by check or draft mailed on the applicable Interest Payment Date to such registered owner as of the close of business on the 15th day of the calendar month (the “Record Date”) immediately preceding such Interest Payment Date at its address as it appears on the registration books (the “Bond Register”) of the Consolidated Government maintained by the Bond Registrar, or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

Notwithstanding the foregoing, however, interest on this Bond shall be payable to any registered owner of more than \$1,000,000 in aggregate principal amount of the Bonds of the same series as this Bond (including this Bond) by deposit of immediately available funds to the account of such registered owner maintained with the Paying Agent or transmitted by wire transfer to such registered owner at an account maintained at a commercial bank located within the United States of America, if the Paying Agent receives from such registered owner written deposit or wire transfer instructions prior to the Record Date preceding the Interest Payment Date for which the deposit or wire transfer is requested.

This Bond is one of a series of \$_____ in original aggregate principal amount of revenue bonds designated “Augusta, Georgia Water and Sewerage Revenue Refunding Bonds, Series 2024A” (the “Series 2024A Bonds”), issued by the Consolidated Government pursuant to and in full compliance with the provisions of the Constitution and statutes of the State of Georgia, including specifically, but without limitation, Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the “Revenue Bond Law,” as amended. The Series 2024A Bonds have been authorized by a Series 2024A Bond Resolution duly adopted by the Consolidated Government on August __, 2024, as supplemented and amended by a Supplemental Series 2024A Bond Resolution duly adopted by the Consolidated Government on September __, 2024 (collectively the “Series 2024A Resolution”) and are issued pursuant to the Series 2024A Resolution and the Prior Resolution (hereafter defined), for the purpose of (i) refunding \$_____ in aggregate principal amount of the Consolidated Government’s Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2014 (the “Refunded Series 2014 Bonds”) and \$_____ in aggregate principal amount of the Consolidated Government’s Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012 (the “Refunded Series 2012 Bonds” and together with the Refunded Series 2014 Bonds, the “Refunded Bonds”), **[(ii) funding a debt service reserve account for the Series 2024A Bonds,]** and (iv) paying the expenses necessary to accomplishing the foregoing. Under the Series 2024A Bond Resolution, the Consolidated Government authorized the issuance of the Series 2024A Bonds in an aggregate principal amount up to \$_____.

The Series 2024A Resolution was adopted subject to and in conformity with the provisions of a Master Bond Resolution (the “Master Resolution”) duly and validly adopted by the Consolidated Government on October 16, 2012, as supplemented and amended by a Parity Bond Resolution duly and validly adopted on June 18, 2013 and a Supplemental Bond Resolution duly and validly adopted on July 16, 2013 (collectively the “Series 2013 Resolution”), as further

supplemented and amended by a Series 2014 Bond Resolution duly and validly adopted on August 25, 2014 and a Supplemental Series 2014 Bond Resolution duly and validly adopted on September 16, 2014 (collectively the “Series 2014 Resolution”), as further supplemented and amended by a Series 2017 Bond Resolution duly and validly adopted on September 5, 2017 and a Supplemental Series 2017 Bond Resolution duly and validly adopted on October 17, 2017 (collectively the “Series 2017 Resolution”), as further supplemented and amended by a Series 2019 Bond Resolution duly and validly adopted on November 5, 2019 (the “Series 2019 Resolution”), and as further supplemented and amended by a Series 2024 Bond Resolution duly and validly adopted on December 5, 2023 and a Supplemental Series 2024 Bond Resolution duly and validly adopted on June 27, 2024 (collectively, the “Series 2024 Resolution”) authorizing the issuance of (1) \$138,830,000 in original aggregate principal amount of its Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012 (the “Series 2012 Bonds”), which, taking into account the refunding of the Refunded Series 2012 Bonds, are currently outstanding in the aggregate principal amount of \$ _____; (2) \$22,070,000 in original aggregate principal amount of its Water and Sewerage Taxable Revenue Bonds (Second Resolution), Series 2013 (the “Series 2013 Bonds”), which are currently outstanding in the aggregate principal amount of \$8,885,000; (3) \$169,180,000 in original aggregate principal amount of its Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2014 (the “Series 2014 Bonds”), which, taking into account the refunding of the Refunded Series 2014 Bonds, are currently outstanding in the aggregate principal amount of \$ _____; (4) \$94,895,000 in original aggregate principal amount of its Water and Sewerage Revenue Refunding Bonds, Series 2017 (the “Series 2017 Bonds”), which are currently outstanding in the aggregate principal amount of \$67,020,000; (5) \$21,000,000 in original principal amount of its Water and Sewerage Taxable Revenue Bond, Series 2019 (the “Series 2019 Bond”), which is currently outstanding in the principal amount of \$16,920,000; and (6) \$126,395,000 in original aggregate principal amount of its Water and Sewerage Revenue Refunding and Improvement Bonds, Series 2024 (the “Series 2024 Bonds”), which are currently outstanding in the aggregate principal amount of \$126,395,000. Under the terms of the Master Resolution, as supplemented and amended by the Series 2013 Resolution, the Series 2014 Resolution, the Series 2017 Resolution, the Series 2019 Resolution and the Series 2024 Resolution (collectively, the “Prior Resolution”), the Series 2012 Bonds (excluding the Refunded Series 2012 Bonds), the Series 2013 Bonds, the Series 2014 Bonds (excluding the Refunded Series 2014 Bonds), the Series 2017 Bonds, the Series 2019 Bond and the Series 2024 Bonds (collectively the “Prior Bonds”) are payable solely from and secured by a first priority pledge of and lien on the Pledged Revenues (as hereinafter defined).

The Master Resolution provides for the issuance under certain conditions of Additional Bonds (as defined in the Master Resolution) payable from and secured by Pledged Revenues and ranking on a parity as to the pledge of and lien on the Pledged Revenues with the Prior Bonds. The Series 2024A Bonds have been issued under the provisions of the Master Resolution authorizing the issuance of Additional Bonds and, as Additional Bonds, will be payable from and secured by Pledged Revenues and will rank on a parity as to the pledge of and lien on the Pledged Revenues with the Prior Bonds. The Series 2024A Bonds are all issued under and, together with the Prior Bonds, are equally and ratably secured by and entitled to the benefit of the Prior Resolution, as supplemented and amended by the Series 2024A Resolution (collectively the “Bond Resolution”).

The Series 2024A Bonds maturing on or after October 1, ____ are subject to redemption prior to their respective maturities at the option of the Consolidated Government, in whole or in part and in the order of maturities selected by the Consolidated Government (less than all such Series 2024A Bonds of a single maturity to be selected by lot in a manner as the Consolidated Government may determine), on any date on or after October 1, ____, from any moneys available therefor at a redemption price equal to 100% of the principal amount of the Series 2024A Bonds to be redeemed, plus accrued interest to the redemption date.

The Series 2024A Bonds maturing on October 1, ____ are subject to mandatory sinking fund redemption prior to their maturity on October 1 in the years and amounts set forth below, at a redemption price of par, plus accrued interest (the October 1, ____ amount to be paid rather than redeemed):

<u>Year</u>	<u>Amount</u>
-------------	---------------

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date, the Consolidated Government may (a) receive a credit with respect to its scheduled mandatory redemption obligation for any Series 2024A Bonds subject to scheduled mandatory redemption which are delivered to the Paying Agent for cancellation and not theretofore applied as a credit against a scheduled mandatory redemption obligation or (b) receive a credit with respect to its scheduled mandatory redemption obligation for any Series 2024A Bonds which prior to said date have been redeemed (otherwise than through scheduled mandatory redemption) and canceled by the Paying Agent and not theretofore applied as a credit against said scheduled mandatory redemption obligation. Each Series 2024A Bond so delivered or previously redeemed shall be credited by the Paying Agent, at the principal amount thereof, to the obligation of the Consolidated Government on such scheduled mandatory redemption date and the principal amount of the Series 2024A Bonds to be redeemed by operation of such scheduled mandatory redemption on such date shall be accordingly reduced.

Notice of optional redemption, unless waived, is to be given by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of each Series 2024A Bond to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All such Series 2024A Bonds called for redemption and for the retirement of which funds are duly provided shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Series 2024A Bonds on such date, and interest on the Series 2024A Bonds or portions of Series 2024A Bonds so called for redemption shall cease to accrue, such Series 2024A Bonds or portions of Series 2024A Bonds shall cease to be entitled to any lien, benefit, or security under the Bond Resolution, and the owners of such Series 2024A Bonds or portions of Series 2024A Bonds shall have no rights in respect thereof except to receive payment of the redemption price. Any defect in any notice of redemption shall not affect the validity of proceedings for the redemption of any Series 2024A Bonds.

The Consolidated Government has established a book-entry system of registration for the Series 2024A Bonds. Except as specifically provided otherwise in the Bond Resolution, an agent will hold this Bond on behalf of the beneficial owner hereof. By acceptance of a confirmation of purchase, delivery, or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement. While the Series 2024A Bonds are in the book-entry system of registration, the Bond Resolution provides special provisions relating to the Series 2024A Bonds, which override certain other provisions of the Bond Resolution. This Bond is transferable by the registered owner at the designated corporate trust office of the Bond Registrar but only in the manner, subject to the limitations, and upon payment of the charges provided in the Bond Resolution and upon surrender of this Bond. Upon such transfer, a new registered Bond or Bonds of the same series, maturity, interest rate, aggregate principal amount, and tenor, of any authorized denomination or denominations, and bearing numbers not then outstanding, will be issued to the transferee in exchange for this Bond. The Series 2024A Bonds are issuable as fully registered Bonds in the denomination of \$5,000 or any integral multiple thereof. The Bond Registrar is not required to transfer or exchange any Series 2024A Bond after notice calling such Series 2024A Bond for redemption has been given or during the period of 15 days (whether or not a business day for the Bond Registrar, but excluding the redemption date and including such 15th day) immediately preceding the giving of such notice of redemption.

The Prior Bonds, the Series 2024A Bonds, and such revenue bonds of the Consolidated Government as may in the future be issued on a parity therewith, are equally and ratably secured by pledge of the “Pledged Revenues” of the Consolidated Government’s existing water and sewer system (the “System”), which are defined in the Bond Resolution to include gross operating revenues of the System after provision for payment of all reasonable expenses of operation and maintenance, moneys and securities from time to time on deposit in the funds and accounts established in the Bond Resolution, earnings on investments made with the foregoing moneys and securities, and Hedge Receipts (as defined in the Bond Resolution) and exclude any amounts required in the Bond Resolution to be set aside pending, or used for, rebate to the United States government pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended, including, but not limited to, amounts in the Rebate Fund (as defined in the Bond Resolution).

THIS BOND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE STATE OF GEORGIA, THE CONSOLIDATED GOVERNMENT, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION WHATSOEVER, NOR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF ANY OF THE FOREGOING, NOR SHALL ANY OF THE FOREGOING BE SUBJECT TO ANY PECUNIARY LIABILITY HEREON. THIS BOND SHALL NOT BE PAYABLE FROM NOR A CHARGE UPON ANY FUNDS OTHER THAN THE REVENUES PLEDGED TO THE PAYMENT HEREOF AND SHALL BE A LIMITED OR SPECIAL OBLIGATION OF THE CONSOLIDATED GOVERNMENT PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR IN THE BOND RESOLUTION. NO OWNER OF THIS BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF GEORGIA, THE CONSOLIDATED GOVERNMENT, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA TO PAY THE PRINCIPAL OF THIS BOND OR THE INTEREST OR ANY PREMIUM HEREON, OR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE FOREGOING, NOR SHALL

THIS BOND CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE FOREGOING. NEITHER THE MEMBERS OF THE GOVERNING BODY OF THE CONSOLIDATED GOVERNMENT NOR ANY PERSON EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND BY REASON OF THE ISSUANCE HEREOF.

The Consolidated Government has covenanted and hereby covenants and agrees while any Series 2024A Bonds are outstanding and unpaid to prescribe, fix, maintain, and collect rates, fees, and other charges for the services, facilities, and commodities furnished by the System fully sufficient at all times to: (i) provide for 100% of the expenses of operation and maintenance of the System and for the accumulation in the Revenue Fund (as defined in the Bond Resolution) of a reasonable reserve therefor, and (ii) produce net operating revenues in each Fiscal Year (as defined in the Bond Resolution) that, together with certain investment earnings, will: (a) equal at least 110% of the debt service requirement on all Senior Bonds (as defined in the Bond Resolution) then outstanding and 100% of the debt service requirement on all Subordinate Bonds (as defined in the Bond Resolution) then outstanding, (b) enable the Consolidated Government to make all required payments into the Debt Service Reserve Account and the Rebate Fund and to any Financial Facility Issuer, any Reserve Account Credit Facility Provider, and any Qualified Hedge Provider (as each is defined in the Bond Resolution), (c) enable the Consolidated Government to accumulate an amount to be held in the Utility General Fund (as defined in the Bond Resolution), which in the judgment of the Consolidated Government is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments, and improvements to the System, necessary to keep the same in good operating condition or as is required by any governmental agency having jurisdiction over the System, and (d) remedy all deficiencies in required payments into any of the funds and accounts mentioned in the Bond Resolution from prior Fiscal Years.

The Bond Resolution contains a more particular statement of the covenants and provisions securing the Series 2024A Bonds, the conditions under which the owner of this Bond may enforce covenants (other than the covenant to pay principal of and interest on this Bond when due from the sources provided, the right to enforce which is unconditional), the conditions upon which additional revenue bonds may be issued on a parity or achieve parity status with this Bond under the Bond Resolution, and the conditions upon which the Bond Resolution may be amended with the consent of the owners of a majority in aggregate principal amount of the Bonds (as defined in the Bond Resolution) of each class (senior and subordinate) outstanding or the issuer of any Credit Facility (as defined in the Bond Resolution), if any, of such Bonds. Upon the occurrence of an Event of Default under the Bond Resolution, the owner of this Bond shall be entitled to the remedies provided by the Bond Resolution and the Revenue Bond Law.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law.

This Bond shall not be entitled to any security or benefit under the Bond Resolution or become valid or obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

IN WITNESS WHEREOF, the Consolidated Government has caused this Bond to be executed by the manual signature of its Mayor and has caused the official seal of the Consolidated Government to be impressed on this Bond and attested by the manual signature of its Clerk of Commission.

AUGUSTA, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk of Commission

BOND REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds of the series described in the within mentioned Bond Resolution.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Bond Registrar

By: _____
Authorized Signatory

Date of Registration
and Authentication:

_____, 2024

VALIDATION CERTIFICATE

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

The undersigned Clerk of the Superior Court of Richmond County, State of Georgia, DOES HEREBY CERTIFY that this Bond and the security therefor was validated and confirmed by judgment of the Superior Court of Richmond County, on the ____ day of September, 2024, that no intervention or objection was filed opposing the validation of this Bond and the security therefor, and that no appeal of such judgment of validation has been taken.

IN WITNESS WHEREOF, I have hereunto set my hand and have impressed hereon the official seal of the Superior Court of Richmond County, Georgia.

(SEAL)

Clerk, Superior Court of Richmond County,
Georgia

The following abbreviations, when used in the inscription on this Bond or in the assignment below, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
 - TEN ENT - as tenants by the entireties
 - JT TEN - as joint tenants with right of survivorship and not as tenants in common and not as community property
 - UNIF TRANS _____ Custodian _____
 - MIN ACT - (Custodian) (Minor)
- under Uniform Transfers to Minors Act _____
- (State)

Additional abbreviations may be used although not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

(Name and Address of Assignee)

(Insert Social Security or Taxpayer Identification Number of Assignee)

the within revenue bond of Augusta, Georgia and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

(Signature Guaranteed)

Notice: Signature(s) must be guaranteed by an eligible guarantor institution (such as banks, stockbrokers, savings and loan associations, and credit unions) with membership in an approved Signature Guarantee Medallion Program pursuant to S.E.C. Rule 17Ad-15.

Registered Owner

Notice: The signature(s) on this assignment must correspond with the name as it appears on the face of the within bond in every particular without alteration or enlargement or any change whatsoever.

[END OF BOND FORM]

Section 2.5. Global Form; Securities Depository; Ownership of Series 2024A Bonds

(a) Upon the initial issuance, the ownership of each Series 2024A Bond shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Participants thereof. Initially, each maturity of the Series 2024A Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. Beneficial Owners will not receive Series 2024A Bonds from the Paying Agent evidencing their ownership interests. Except as provided in subsection (c) of this Section 2.5, the Series 2024A Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the Consolidated Government or to a nominee of such successor Securities Depository.

(b) With respect to Series 2024A Bonds registered in the name of the Securities Depository or the Securities Depository Nominee, the Consolidated Government, the Paying Agent and the Bond Registrar shall have no responsibility or obligation to any Participant or Beneficial Owner. Without limiting the foregoing, the Consolidated Government, the Paying Agent, the Bond Registrar and their respective affiliates shall not have any responsibility or obligation with respect to:

(i) the accuracy of the records of the Securities Depository, the Securities Depository Nominee or any Participant with respect to any beneficial ownership interest in the Series 2024A Bonds;

(ii) the delivery to any Participant, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any notice with respect to the Series 2024A Bonds; or

(iii) the payment to any Participant, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any amount with respect to the principal, premium, if any, or interest on the Series 2024A Bonds.

So long as any Series 2024A Bonds are registered in Book-Entry Form, the Consolidated Government and the Paying Agent may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Series 2024A Bonds for all purposes whatsoever, including without limitation:

(i) the payment of principal, premium, if any, and interest on such Series 2024A Bonds;

(ii) giving notices of redemption and other matters with respect to such Series 2024A Bonds;

(iii) registering transfers with respect to such Series 2024A Bonds;

(iv) the selection of Series 2024A Bonds for redemption; and

(v) voting and obtaining consents under the Bond Resolution.

So long as any Series 2024A Bonds are registered in Book-Entry Form, the Paying Agent shall pay all principal, premium, if any, and interest on the Series 2024A Bonds only to the Securities Depository or the Securities Depository Nominee as shown in the Bond Register, and all such payments shall be valid and effective to fully discharge the Consolidated Government's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2024A Bonds to the extent so paid.

(c) If at any time (i) the Consolidated Government determines that the Securities Depository is incapable of discharging its responsibilities described herein, (ii) the Securities Depository notifies the Consolidated Government that it is unwilling or unable to continue as Securities Depository with respect to the Series 2024A Bonds, or (iii) the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Securities Depository is not appointed by the Consolidated Government within 90 days after the Consolidated Government receives notice or becomes aware of such condition, as the case may be, then this Section 2.5 shall no longer be applicable and the Consolidated Government shall execute and the Bond Registrar shall authenticate and deliver bonds representing the Series 2024A Bonds to the owners of the Series 2024A Bonds. Series 2024A Bonds issued pursuant to this paragraph (c) shall be registered in such names and Authorized Denominations as the Securities Depository, pursuant to instructions from the Participant or otherwise, shall instruct the Bond Registrar. Upon exchange, the Bond Registrar shall deliver such certificates representing the Series 2024A Bonds to the persons in whose names such Series 2024A Bonds are so registered on the business day immediately preceding the date of such exchange.

ARTICLE III

REDEMPTION OF SERIES 2024A BONDS

Section 3.1. Optional and Mandatory Redemption of Series 2024A Bonds

The Series 2024A Bonds will be subject to optional and mandatory redemption prior to maturity as specified in a Supplemental Resolution to be adopted by the Governing Body.

ARTICLE IV

SALE OF SERIES 2024A BONDS AND CUSTODY AND APPLICATION OF PROCEEDS; REFUNDING PROGRAM; 2024A COSTS OF ISSUANCE ACCOUNT

Section 4.1. 2024A Costs of Issuance Account.

There is hereby created a separate account designated as the “2024A Costs of Issuance Account” to be held by U.S. Bank Trust Company, National Association. All payments from the 2024A Costs of Issuance Account shall be applied at the written direction of the Consolidated Government to the payment of costs and expenses incurred by the Consolidated Government in connection with the issuance and delivery of the Series 2024A Bonds and the refunding of the Refunded Bonds. Moneys remaining in the 2024A Costs of Issuance Account after the earlier of (i) the payment of all costs and expenses in connection with the issuance if the Series 2024A Bonds and the refunding of the Refunded Bonds or (ii) six months after the date of the issuance and delivery of the Series 2024A Bonds shall be transferred to the Debt Service Account and used to pay interest on the Series 2024A Bonds.

Section 4.2. Sale of Series 2024A Bonds; Application of Proceeds of Series 2024A Bonds

The Series 2024A Bonds shall be sold as a unit, and a certified copy of this Series 2024A Resolution shall be filed with the Bond Registrar. Upon the written request of the Consolidated Government, the Bond Registrar shall authenticate and deliver the Series 2024A Bonds to the purchaser or purchasers and shall receive a receipt for the Series 2024A Bonds. The Consolidated Government shall apply the proceeds from the sale of the Series 2024A Bonds as follows:

(i) A sufficient sum, together with any sinking fund accruals allocable to the Refunded Bonds and any funds released from the Debt Service Reserve Fund, such amounts to be specified in a Supplemental Resolution to be adopted by the Governing Body, shall be deposited into the escrow fund created under the Escrow Agreement and used to acquire Government Obligations consisting of State and Local Government Series securities and establish an initial cash balance to be held under the terms of the Escrow Agreement and applied to pay, upon redemption prior to maturity, the Refunded Bonds as set forth in the Escrow Agreement; and

(ii) An amount, if any, to be specified in a Supplemental Resolution to be adopted by the Governing Body needed to fund the Debt Service Reserve Requirement under the Bond Resolution relating to the Series 2024A Bonds, shall be deposited in a Reserve Subaccount of the Debt Service Reserve Account to be created in a Supplemental Resolution and held within the Sinking Fund;

(iii) The balance of the proceeds from the sale of the Series 2024A Bonds shall be deposited into the 2024A Costs of Issuance Account.

Notwithstanding the foregoing, if the Mayor shall determine that a different application of funds is required to carry out the intent of this Series 2024A Resolution, the Mayor may provide for such different application of funds in the authentication order to be delivered at the time of issuance of the Series 2024A Bonds.

Section 4.3. Redemption of Refunded Bonds

Any Refunded Bonds shall be called for redemption on a date within 90 days of the issuance of the Series 2024A Bonds which date shall be set forth in a Supplemental Resolution (the “Redemption Date”), but only if funds for their redemption are on deposit at the place of redemption on the Redemption Date, at a redemption price of 100.0% of the principal amount outstanding thereof plus accrued interest to the date of redemption. The owners of such Refunded Bonds should present the same for payment on the Redemption Date; provided, however, such Refunded Bonds shall be deemed not to have been called for redemption on the Redemption Date if funds for the redemption of all of such Refunded Bonds called for redemption are not on deposit at the place of payment on the Redemption Date.

Section 4.4. Direction to Escrow Agent for the Refunded Bonds

The Consolidated Government hereby authorizes and directs the Escrow Agent to, (a) on the date of issuance of the Series 2024A Bonds or on such other date as otherwise directed by the Consolidated Government, provide in an appropriate electronic format to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System (“EMMA”) and by first-class mail, postage prepaid to all registered owners of the Refunded Bonds at the addresses that appear on the bond registration books kept by the 2012 Bond Registrar (the “2012 Bond Registration Book”) and the 2014 Bond Registrar (the “2014 Bond Registration Book”), provision of payment notices substantially in the forms attached as Exhibit D-1 and Exhibit D-2 to the Escrow Agreement and (b) not later than 30 days prior to the Redemption Date, provide in an appropriate electronic format to EMMA and by first-class mail, postage prepaid, the notices of redemption of such Refunded Bonds to the registered owners of the Refunded Bonds to be redeemed at the addresses that appear on the 2012 Bond Registration Book and 2014 Bond Registration Book, which notice shall be in substantially the forms attached to the Escrow Agreement as Exhibit C-1 and Exhibit C-2.

Section 4.5. Escrow Agent and Escrow Fund

Simultaneously with the issuance and delivery of the Series 2024A Bond, a sufficient sum derived from the sale of the Series 2024A Bonds, together with any sinking fund accruals allocable to the Refunded Bonds and other lawfully available funds, shall be deposited in trust with the Escrow Agent in a special segregated account created under the Escrow Agreement (the “Escrow Fund”) to pay the principal of and interest on the Refunded Bonds on the Redemption Date. The moneys so deposited in the Escrow Fund with the Escrow Agent and all income derived from such moneys shall be subject to a lien and charge in favor of the owners of, and are hereby pledged to the payment of, such Refunded Bonds, shall not be commingled with other moneys on deposit with the Escrow Agent, and shall be held in trust for the security of the owners of such Refunded Bonds until used and applied as hereinafter and in the Escrow Agreement provided.

The amount of moneys and Government Obligations to be so deposited in trust in the Escrow Fund shall be set forth in a Supplemental Resolution to be adopted by the Governing Body and shall be calculated as being sufficient and shall be used to redeem the applicable Refunded Bonds by making payment on the Redemption Date.

Any moneys remaining in the Escrow Fund following the redemption of Refunded Bonds on the Redemption Date shall be deposited to the Debt Service Account.

Section 4.6. Termination of Rights

The Consolidated Government acknowledges and intends that, by virtue of the deposits into the Escrow Fund, the Refunded Bonds to be paid from such deposits shall be deemed to have been paid and that, consequently, the rights granted to the owners of such Refunded Bonds under the Prior Resolution (except for purposes of payment, registration, exchange and transfer), shall cease, determine, and become void.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Continuing Disclosure for the Series 2024A Bonds

The Consolidated Government hereby covenants and agrees that it shall comply with and carry out all of the provisions of the Series 2024A Continuing Disclosure Certificate. Notwithstanding any other provision of the Bond Resolution, failure of the Consolidated Government to comply with the Series 2024A Disclosure Certificate shall not be considered a default or an Event of Default under the Bond Resolution. It is expressly provided, however, that any beneficial owner of the related series of Series 2024A Bonds may take such action, to the extent and in such manner as may be allowed by applicable law, as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Consolidated Government to comply with its obligations under this Section 5.1.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Continuance and Effect of Bond Resolution

The Consolidated Government hereby confirms the existence and applicability of the Bond Resolution and ratifies, restates, and reaffirms its representations, warranties, covenants, and agreements and all of the applicable terms, conditions, and provisions as set forth in the Prior Resolution, as supplemented and amended by this Series 2024A Resolution. Except where otherwise expressly indicated in this Series 2024A Resolution, the provisions of the Prior Resolution are to be read as part of this Series 2024A Resolution as though copied verbatim herein, and provisions of this Series 2024A Resolution shall be read as additions to, and not as substitutes for or modifications of (except as otherwise specifically provided herein), the provisions of the Prior Resolution. Except as expressly amended, modified, or supplemented by this Series 2024A Resolution, all of the terms, conditions, and provisions of the Prior Resolution shall remain in full force and effect. In executing and delivering this Series 2024A Resolution, the Consolidated Government shall be entitled to all powers, privileges, and immunities afforded to the Consolidated Government and shall be subject to all the duties, responsibilities, and obligations of the Consolidated Government under the Prior Resolution. Except as expressly amended, modified, or supplemented by this Series 2024A Resolution, all of the terms, conditions, and provisions of the Prior Resolution are hereby declared applicable to and broadened and extended so as to cover the Series 2024A Bonds and shall for all purposes apply to the Series 2024A Bonds as if the Series 2024A Bonds had been originally issued under the Prior Resolution simultaneously with the Prior Bonds.

Section 6.2. Designation of Bond Registrar and Paying Agent for the Series 2024A Bonds

The Consolidated Government hereby designates U.S. Bank Trust Company, National Association, Atlanta, Georgia, as Bond Registrar and Paying Agent for the Series 2024A Bonds.

Section 6.3. Validation of Series 2024A Bonds

The Consolidated Government shall deliver a certified copy of this Series 2024A Resolution with an appropriate notice to the District Attorney for the Augusta Judicial Circuit accompanied by the request that the District Attorney proceed with the validation of the Series 2024A Bonds.

Section 6.4. Preliminary Official Statement; Official Statement; and Deemed Final Certificate

The Series 2024A Bonds are hereby authorized to be sold pursuant to negotiated sale or competitive sale and there is hereby authorized a Notice of Sale (if necessary) and a Preliminary Official Statement for the Series 2024A Bonds to be prepared and distributed to all securities dealers deemed to have an interest in purchasing all, but not a part, of the Series 2024A Bonds. Once the bids are received for the sale of the Series 2024A Bonds pursuant to the Notice of Sale,

the Mayor is authorized to accept the bid with the lowest total interest cost and the Governing Body will adopt a Supplemental Resolution ratifying the acceptance of the winning bid for the Series 2024A Bonds and setting forth, among other things, the final interest rates on, maturities, redemption provisions, principal amount of the Series 2024A Bonds, which interest rates and principal amounts shall be within the parameters set forth in this Series 2024A Bond Resolution.

The Consolidated Government hereby authorizes the Mayor or the Mayor Pro Tem to deem the Preliminary Official Statement final, except for “Permitted Omissions,” as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange of 1934, as amended (the “Rule”). As used herein, “Permitted Omissions” shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the underwriter or bond insurer and other terms of the Series 2024A Bonds and any underlying obligations depending on such matters, all with respect to the Series 2024A Bonds and any underlying obligations. The execution and delivery of the “deemed final certificate” required by the Rule for the Series 2024A Bonds are hereby authorized and approved. The execution of the “deemed final certificate” by the Mayor or Mayor Pro Tem as hereby authorized shall be conclusive evidence of the approval of any changes to the Preliminary Official Statement. In addition, the Supplemental Resolution related to the Series 2024A Bonds will provide for the preparation and distribution of a final Official Statement.

Section 6.5. Authorization of Escrow Agreement

The execution, delivery and performance of the Escrow Agreement are hereby authorized. The Escrow Agreement shall be executed by the Mayor of the Consolidated Government, and the Clerk of Commission may attest the same and the seal of the Consolidated Government may be impressed on the Escrow Agreement. The Escrow Agreement shall be in substantially the form which has been filed with the Consolidated Government, with such changes, insertions or omissions as may be approved by the persons executing the same, and the execution of the Escrow Agreement shall be conclusive evidence of such approval. The Escrow Agreement is by this reference thereto spread upon the minutes.

Section 6.6. Authorization of Series 2024A Registrar and Paying Agent Agreement

The form, terms, and conditions and the execution, delivery, and performance of the Series 2024A Registrar and Paying Agent Agreement, which shall be entered into with respect to the Series 2024A Bonds and which has been filed with the Consolidated Government are hereby approved and authorized. The Series 2024A Registrar and Paying Agent Agreement shall be in substantially the form submitted to the Governing Body with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor, whose approval thereof shall be conclusively evidenced by the execution of such contract. The Mayor is hereby authorized and directed to execute on behalf of the Consolidated Government the Series 2024A Registrar and Paying Agent Agreement, and the Clerk of Commission is hereby authorized and directed to affix thereto and attest the seal of the Consolidated Government, upon proper execution and delivery of the other party thereto, provided, that in no event shall any such attestation or affixation of the seal of the Consolidated Government be required as a prerequisite to the effectiveness thereof, and the Mayor and Clerk of Commission are authorized and directed to deliver such contract on behalf of the Consolidated Government.

Section 6.7. Effective Date

This Series 2024A Resolution shall take effect immediately upon its adoption.

Section 6.8. Repeal of Conflicting Resolutions

Any and all resolutions, or parts of resolutions, if any, in conflict with this Series 2024A Resolution are hereby repealed.

Section 6.9. General Authorization

From and after the date of adoption of this Series 2024A Resolution, the officials, employees, and agents of the Consolidated Government are hereby authorized to do all such acts and things and to execute and deliver any and all other documents, agreements, certificates (including, without limitation, the Series 2024A Disclosure Certificate), and instruments as may be necessary or desirable in connection with the execution, delivery, and sale of the Series 2024A Bonds, the investment of the proceeds of the Series 2024A Bonds, and the transactions contemplated on the part of the Consolidated Government by the Series 2024A Resolution. The Mayor and Clerk of Commission are hereby authorized and directed to prepare and furnish to the purchasers of the Series 2024A Bonds, when the Series 2024A Bonds are issued, certified copies of all proceedings and records of the Consolidated Government relating to the Series 2024A Bonds or to this Series 2024A Resolution, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2024A Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them. All such certified copies, certificates, and affidavits, including any heretofore furnished, shall constitute representations of the Consolidated Government as to the truth of all statements contained therein.

Section 6.10. Waiver of Bond Audit

The Consolidated Government hereby approves the publication of the requisite legal notice waiving the performance audit and performance review requirements of Section 36-82-100 of the Official Code of Georgia Annotated.

Section 6.11. Bond Resolution Constitutes a Contract

This Series 2024A Resolution supplements and amends a contract with the Bondholders binding the Consolidated Government, and therefore it is proper and appropriate for the Mayor to execute the same on behalf of the Consolidated Government and for the Clerk of Commission to attest the same.

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

AUGUSTA, GEORGIA

(SEAL)

By: _____
Mayor

Attest”

Clerk of Commission

**STATE OF GEORGIA
RICHMOND COUNTY**

CLERK’S CERTIFICATE

I, **LENA J. BONNER**, Clerk of Commission of Augusta, Georgia, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of the Series 2024A Bond Resolution adopted by the Augusta-Richmond County Commission (the “Commission”) at an open public meeting duly called and lawfully assembled at _____.m., on the _____ day of August, 2024, in connection with the issuance and sale of not to exceed \$_____ in original aggregate principal amount of revenue bonds designated “Augusta, Georgia Water and Sewerage Revenue Refunding Bonds, Series 2024A,” the original of such Series 2024A Bond Resolution being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby further certify that the Mayor and the following members of the Commission were present at such meeting:

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye ____ Nay ____

WITNESS my hand and the official seal of Augusta, Georgia, this the _____ day of August, 2024.

(SEAL)

Clerk of Commission

ESCROW DEPOSIT AGREEMENT

This is an ESCROW DEPOSIT AGREEMENT, dated as of _____ 1, 2024 (the “Escrow Agreement”), between Augusta, Georgia (the “Consolidated Government”) and U.S. Bank Trust Company, National Association, as escrow agent (the “Escrow Agent”) and as paying agent for the Refunded Bonds as hereafter defined (“U.S. Bank”).

WITNESSETH

WHEREAS, Consolidated Government has previously issued its revenue bonds in an aggregate principal amount of \$138,830,000 and designated the “Augusta, Georgia Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012” (the “Series 2012 Bonds”) and its revenue bonds in an aggregate principal amount of \$169,180,000 and designated the “Augusta, Georgia Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2014” (the “Series 2014 Bonds”) pursuant to a Master Bond Resolution adopted by the Augusta-Richmond County Commission, the governing body of the Consolidated Government (the “Commission”), on October 16, 2012 (the “Master Bond Resolution”), as supplemented and amended by a Series 2014 Bond Resolution duly and validly adopted on August 25, 2014 and a Supplemental Series 2014 Bond Resolution duly and validly adopted on September 16, 2014 (collectively the “Series 2014 Resolution”); and

WHEREAS, after investigation and discussion, the Consolidated Government has determined that it is in its best interests to effect a current refunding of **[all of the outstanding]** **[a portion of the]** Series 2012 Bonds **[maturing October 1, ____ through October 1, ____]** **[all of the outstanding]**, now outstanding in the aggregate principal amount of \$ _____ (the “Refunded Series 2012 Bonds”) and **[a portion of the]** Series 2014 Bonds **[maturing October 1, ____ through October 1, ____]**, now outstanding in the aggregate principal amount of \$ _____ (the “Refunded Series 2014 Bonds” and together with the Refunded Series 2012 Bonds, the “Refunded Bonds”) by providing sufficient moneys, to pay the principal of and interest on the Refunded Bonds on _____ (the “Redemption Date”) by redeeming the Refunded Bonds on the Redemption Date at a redemption price equal to 100% of the principal thereof plus accrued interest to the Redemption Date; and

WHEREAS, pursuant to the Master Bond Resolution, as supplemented and amended by a Series 2024A Bond Resolution adopted by the Commission on August __, 2024 and a Supplemental Series 2024A Bond Resolution adopted by the Commission on September __, 2024 (as so supplemented and amended, the “Bond Resolution”), the Consolidated Government will issue its Water and Sewerage Revenue Refunding Bonds, Series 2024A (the “Series 2024A Bonds”) in the aggregate principal amount of \$ _____, to provide funds a portion of which, together with other funds of the Consolidated Government, will be used to refund the Refunded Bonds in accordance with this Escrow Agreement; and

WHEREAS, in anticipation of the consequential results of the payment of the Refunded Bonds, including, without limitation, discharge and satisfaction of the security interest and pledge created in favor of the owners of the Refunded Bonds, the Consolidated Government now proposes to cause the Refunded Bonds to be paid within the meaning of the Bond

Resolution by depositing in the “Escrow Fund” created in Section 5 of this Escrow Agreement, sufficient general and direct non-callable obligations of the United States of America the principal of and interest on which, when due, will provide sufficient moneys to pay, when due, the defeasance requirements which are set forth on Exhibit “A,” which is attached hereto and by this reference thereto made a part hereof (the “Defeasance Requirements”); and

NOW THEREFORE, in consideration of the premises and the undertakings hereinafter set forth, the parties hereto agree as follows:

Section 1. The Consolidated Government irrevocably instructs the Escrow Agent to transfer the amount of the Defeasance Requirements to U.S. Bank on the Redemption Date for payment to the holders of the Refunded Bonds. The Consolidated Government certifies that the Refunded Bonds are outstanding in the aggregate principal amount of \$_____.

Section 2. The Escrow Agent acknowledges receipt of:

(a) True and correct copies of the Bond Resolution and the Series 2014 Resolution; and

(b) \$_____ representing a portion of the proceeds of the sale of the Series 2024A Bonds, and \$_____ from the Sinking Fund and \$_____ from the Prior Bonds Reserve Subaccount of the Debt Service Reserve Account (as such terms are defined in the Bond Resolution) related to the Refunded Bonds; and

(c) Appropriate evidence of ownership by it, as Escrow Agent, of the Governments (hereafter defined) and described in Exhibit “B”; and

(d) a copy of the Verification Report of The Arbitrage Group dated _____, 2024 (the “Verification Report”).

Section 3. The Escrow Agent acknowledges that it has applied the moneys described in Section 2(b), to which application the Consolidated Government hereby consents as follows:

(a) the sum of \$_____ has been applied to the purchase of the United States Treasury Obligations – State and Local Series described in Exhibit “B” which is attached hereto and by this reference thereto made a part hereof (the “Governments”), and the Escrow Agent has received appropriate evidence of ownership by it, as Escrow Agent, of such Governments; and

(b) the sum of \$_____ is being held as cash (the “Cash”) in the Escrow Fund.

Section 4. The Consolidated Government represents and warrants that, based upon the Verification Report, the principal of and interest on the Governments as and when due

and payable and received in due course, together with the initial cash balance, will provide lawful money of the United States of America sufficient to pay the Defeasance Requirements.

Section 5. The Consolidated Government hereby instructs the Escrow Agent to establish a special and irrevocable trust fund designated as “Augusta, Georgia Water and Sewer Escrow Fund-Series 2024A” (the “Escrow Fund”). The Escrow Agent acknowledges and agrees that the Governments and Cash are fully credited to the Escrow Fund and that the interest earned on the Governments, together with the Cash, will be credited to the Escrow Fund. The aggregate principal of the Governments purchased by the Escrow Agent and the interest to be derived therefrom, together with the Cash, are irrevocably pledged to the payment of the Refunded Bonds, and the owners of the Refunded Bonds are hereby granted and shall have an express lien on the principal of and interest on the Governments and the Cash, and all other moneys which may be deposited from time to time in the Escrow Fund, until used and applied in accordance with the terms of this Escrow Agreement.

No fees, expenses and charges of the Escrow Agent or U.S. Bank or any other party acting in connection with the payment of the Defeasance Requirements, shall be paid from the Escrow Fund. The Escrow Agent shall hold at all times the Governments and the Cash and all other assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent. The Escrow Agent shall never allow the Governments, the Cash or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent. The Governments, the Cash and all other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Bonds, and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the Consolidated Government, and the Escrow Agent shall have no right or title with respect thereto. The amounts received by the Escrow Agent under this Escrow Agreement shall not be subject to warrants, drafts or checks drawn by the Consolidated Government.

Section 6. If required to facilitate the delivery of the Governments, the Escrow Agent may accept temporarily other general and direct obligations of the United States of America (the “Temporary Securities”) in lieu of any of the Governments provided that the Escrow Agent is furnished with (i) a verification report addressed to the Consolidated Government and the Escrow Agent indicating that the Temporary Securities together with any cash in the Escrow Fund will produce amounts sufficient to pay the Defeasance Requirements and (ii) an opinion of nationally recognized bond counsel selected by the Consolidated Government to the effect that such substitution shall not affect the tax-exempt status of the interest on the Refunded Bonds or the Series 2024A Bonds. When the Governments for which the Temporary Securities were temporarily substituted are presented to the Escrow Agent together with written instructions from the Consolidated Government, the Escrow Agent shall exchange such Temporary Securities for such Governments. If any Temporary Securities are deposited within the Escrow Fund pursuant to this paragraph, all references to the term “Governments” within this Escrow Agreement shall, so long as the Temporary Securities remain on deposit in the Escrow Fund, be deemed to include said Temporary Securities.

The Escrow Agent may, at the written direction of the Consolidated Government, accept general and direct obligations of the United States Treasury in substitution (the “Substitute Securities”) for all or any of the Governments provided that the Escrow Agent is furnished with (i) a verification report addressed to the Consolidated Government and the Escrow Agent indicating that the Substitute Securities together with any other Government Obligations and any cash in the Escrow Fund will produce amounts sufficient to pay the Defeasance Requirements and (ii) an opinion of nationally recognized bond counsel selected by the Consolidated Government to the effect that such substitution will not affect the tax-exempt status of the interest on the Refunded Bonds or the Series 2024A Bonds. If any Substitute Securities are deposited within the Escrow Fund pursuant to this paragraph, all references to “Governments” within this Escrow Agreement shall be deemed to include said Substitute Securities.

Section 7. The Escrow Agent agrees to apply the proceeds of the Governments (both principal and interest) and the Cash deposited in the Escrow Fund in accordance with the provisions of this Escrow Agreement. The Escrow Agent shall collect the principal of and interest on the Governments as the same shall become due and payable. On the day that any Defeasance Requirement must be paid, the Escrow Agent shall before 10:00 a.m., prevailing Eastern time, transfer the money needed to pay the Defeasance Requirement to U.S. Bank, in accordance with transfer instructions provided to the Escrow Agent by U.S. Bank. U.S. Bank shall use such money to pay the Defeasance Requirement. The liability of the Escrow Agent for the payment of the principal of and interest on the Refunded Bonds pursuant to this Escrow Agreement shall be limited to the application of the proceeds of Governments and cash balance available for such purposes in the Escrow Fund.

Section 8. U.S. Bank has made arrangements for the payment of all of its fees, expenses and charges incurred or to be incurred as paying agent under the Bond Resolution.

Section 9. U.S. Bank acknowledges and agrees that (a) all sums payable under the Bond Resolution for the Refunded Bonds have been paid, (b) to the best of its knowledge, no default exists under the Bond Resolution and (c) the applicable and necessary portions of the Bond Resolution pertaining to the payment, redemption, registration, transfer and exchangeability of such Refunded Bonds, and the replacement of mutilated, lost, stolen or destroyed Refunded Bonds are incorporated herein by this reference, and U.S. Bank agrees to comply with such portions.

Section 10. This Escrow Agreement shall terminate when all payments and transfers required to be made by the Escrow Agent under the provisions hereof shall have been made.

Section 11. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 12. It is expressly understood and agreed that the Escrow Agent's duties and obligations in connection with this Escrow Agreement are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent may consult with counsel with respect to any question relating to its duties or responsibilities hereunder or otherwise in connection herewith. In performing its duties hereunder, the Escrow Agent shall not incur any liability to anyone for damages, losses, or expenses except for wilful misconduct or negligence, and accordingly it shall not incur any liability with respect (i) to any action taken or omitted in good faith upon advice of its counsel given with respect to any questions relating to the duties and responsibilities of the Escrow Agent under this Escrow Agreement, or (ii) to any action taken or omitted in reliance upon any instrument, including any written notices provided for herein, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Escrow Agreement. The Escrow Agent may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Escrow Agreement. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances. The Escrow Agent shall not be liable for any act that it may do or omit to do hereunder in good faith nor for any damages not directly arising from its gross negligence or willful misconduct.

U.S. Bank shall be afforded the same protection under this Escrow Agreement that it is afforded under the Bond Resolution.

Section 13. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 14. The Consolidated Government hereby directs the Escrow Agent to mail by first-class mail, postage prepaid, not less than 30 days and not more than 60 days prior to

the Redemption Date, the Escrow Agent to (a) all registered owners of the Refunded Bonds at the addresses appearing on the registration books maintained by the registrar for the Refunded Bonds at the close of business on the fifth (5th) day preceding the date of mailing or at such other address as is furnished in writing by such registered owner and (b) the national municipal securities information repositories listed at www.emma.msrb.org (“EMMA”), a notice of redemption with respect to the Refunded Bonds (the “Redemption Notice”) substantially in the forms attached hereto as Exhibit C-1 and Exhibit C-2. U.S. Bank shall supply the Escrow Agent with a list of the names and addresses of the registered owners at least 75 days in advance of the Redemption Date.

The Consolidated Government hereby directs the Escrow Agent to, as soon as possible following the execution and delivery of this Escrow Agreement, mail by first class mail, postage prepaid, to (a) all registered owners of such Refunded Bonds at their last addresses appearing on the registration books maintained by it as registrar for the Refunded Bonds and (b) EMMA, the provision of payment notices substantially in the forms attached hereto as Exhibit D-1 and Exhibit D-2.

Notwithstanding anything to the contrary herein, the Escrow Agent shall not have any liability to any party in connection with any failure to timely file any such notices with EMMA and the sole remedy available shall be an action by the holders of the Refunded Bonds in mandamus for specific performance or similar remedy to compel performance.

Section 15. This Escrow Agreement shall be governed in accordance with the laws of the State of Georgia without regard to conflict of law principles.

Section 16. All notices given pursuant to this Escrow Agreement shall be sent first class or certified mail or by facsimile to the following addresses:

If to the Escrow Agent: U.S. Bank Trust Company, National Association
Attn: Corporate Trust
2 Concourse Parkway, Suite 800
Atlanta, GA 30328
PH: (404) 898-8829

If to U.S. Bank: U.S. Bank Trust Company, National Association
Attn: Corporate Trust
2 Concourse Parkway, Suite 800
Atlanta, GA 30328
PH: (404) 898-8829

Section 17. The Escrow Agent shall have the right to accept and act upon directions given pursuant to this Escrow Agreement and delivered using Electronic Means (defined below); provided, however, that the Consolidated Government shall provide to the Escrow Agent an incumbency certificate listing Authorized Officers with the Consolidated Government to provide such directions (each an “Authorized Officer”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended

whenever a person is to be added or deleted from the listing. If the Consolidated Government elects to give the Escrow Agent directions using Electronic Means and the Escrow Agent in its discretion elects to act upon such directions, the Escrow Agent's understanding of such directions shall be deemed controlling. The Consolidated Government understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such directions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Consolidated Government shall be responsible for ensuring that only Authorized Officers transmit such directions to the Escrow Agent and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such directions notwithstanding such directions conflict or are inconsistent with a subsequent written direction. The Consolidated Government agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized directions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions to the Escrow Agent and that there may be more secure methods of transmitting directions and (iii) that the security procedures (if any) to be followed in connection with its transmission of directions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances. "Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.

Section 18. This Escrow Agreement is made for the benefit of, and may be enforced by, the Consolidated Government, the Escrow Agent, U.S. Bank, and the holders from time to time of the Refunded Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders; provided, that the Escrow Agent and the Consolidated Government may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Escrow Agreement, in order to (a) cure any ambiguity or formal defect or omission in this Escrow Agreement; (b) grant to, or confer upon, the Escrow Agent for the benefit of such holders any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; (c) subject to this Escrow Agreement additional funds, securities or properties; or (d) make such changes as may be required, in the opinion of counsel of recognized experience with respect to federal income tax aspects of municipal securities, to preserve the exemption from federal income taxation of the interest of the Refunded Bonds or the Series 2024A Bonds; provided, such change does not adversely affect the amounts of funds which would otherwise be available hereunder for payment of the Defeasance Requirements. Prior to entering into any amendment to this Escrow Agreement, the Escrow Agent shall be entitled to receive and conclusively rely upon an opinion of counsel to the effect that such amendment complies with the terms of this Section.

Section 19. The Consolidated Government shall pay to the Escrow Agent, upon demand, reasonable compensation for services and expenses rendered or incurred by the Escrow Agent in the performance of its duties under this Escrow Agreement. The Consolidated Government hereby agrees to indemnify and hold harmless the Escrow Agent and its officers, directors, and employees from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable fees, costs and expenses of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of its duties under this Escrow Agreement, except costs, claims, liabilities, losses or damages resulting from the negligence or willful misconduct of the Escrow Agent, including the reasonable fees, costs and expenses (including the reasonable fees, costs and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The provisions of this Section shall survive the termination of this Escrow Agreement and/or the resignation or removal of the Escrow Agent and shall inure to the benefit of the Escrow Agent's successors and assigns.

Section 20. The Escrow Agent, whether the original or a successor, may resign at any time by giving written notice thereof to the Consolidated Government. In the event of the resignation of the Escrow Agent, or in the event the Escrow Agent shall fail or refuse, or become unable to perform its duties as Escrow Agent hereunder, the Consolidated Government shall, promptly appoint a successor trustee a bank or trust company with power and authority to perform the duties of Escrow Agent hereunder and subject to regulation by federal or state governmental authority. All provisions of this Escrow Agreement applicable to the Escrow Agent shall apply to any successor trustee so appointed. If no successor Escrow Agent shall have been so appointed and accepted appointment within sixty (60) days of such resignation, incapability or the occurrence of a vacancy in the office of Escrow Agent in the manner herein provided, the Escrow Agent or any holder of any of the Refunded Bonds may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent until a successor shall have been appointed as above provided.

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officer or officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

AUGUSTA, GEORGIA

(SEAL)

By: _____
Garnett L. Johnson
Mayor

Attest:

Lena J. Bonner
Clerk of Commission

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as escrow agent

By: _____
April Bright
Vice President

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as paying agent for the Series
2014 Bonds

By: _____
April Bright
Vice President

Exhibit "A"

DEFEASANCE REQUIREMENTS

<u>Payment Date</u>	<u>Principal Paid or Redeemed</u>	<u>Interest</u>	<u>Total</u>
-------------------------	---------------------------------------	-----------------	--------------

Exhibit "B"

INITIAL DEFEASANCE PORTFOLIO

<u>Type</u>	<u>Maturity Date</u>	<u>Principal</u>	<u>Rate</u>
SLGS Certificate			

Exhibit C-1

NOTICE OF CALL FOR REDEMPTION

**AUGUSTA, GEORGIA
WATER AND SEWERAGE REVENUE REFUNDING
AND IMPROVEMENT BONDS (SECOND RESOLUTION), SERIES 2012**

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of that certain Master Bond Resolution adopted by the Augusta-Richmond County Commission on October 16, 2012 authorizing the issuance by Augusta, Georgia of \$138,830,000 in original aggregate principal amount of its revenue bonds known as “Augusta, Georgia Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012 (the “Bonds”), issued on November 8, 2012, that the Bonds identified below have been called for redemption on _____ (the “Redemption Date”), but only if funds for their redemption are on deposit at the place of redemption on the Redemption Date, at a redemption price of 100.0% of the principal amount outstanding thereof plus accrued interest to the date of redemption.

Bonds to be Redeemed

<u>October 1 of the Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
----------------------------------	-----------------------------	--------------------------	------------------

Funds for the redemption and payment of the aforementioned Bonds and the interest then due thereon to the Redemption Date will be available at U.S. Bank Trust Company, National Association, on the Redemption Date, but only if funds for the redemption of all Bonds being redeemed are on deposit at the place of redemption on the Redemption Date, and all such Bonds should be presented to said bank for redemption and payment on said date.

All Bonds being refunded shall cease to bear interest on and after the Redemption Date, provided funds for the redemption of all such Bonds called for redemption are on deposit at the place of payment on the Redemption Date. All Bonds delivered for redemption shall be accompanied by proper instruments in blank. If funds for the redemption of all Bonds called for redemption are not on deposit at the place of payment on the Redemption Date, the Bonds shall be deemed not to have been called for redemption on the Redemption Date and shall remain outstanding and shall continue to bear interest.

Any questions regarding the redemption may be directed to U.S. Bank Trust Company, National Association, whose address and phone number are as follows:

U.S. Bank Trust Company, National Association
2 Concourse Parkway
Suite 800
Atlanta, GA 30328
Attention: Global Corporate Trust
Phone: (404) 898-2463

Under the provisions of the Interest and Dividend Tax Compliance Act of 1983, paying agents may be obligated to withhold payments of principal to individuals who have failed to furnish the paying agent with a valid taxpayer identification number. Holders of the above-described Bonds who wish to avoid the application of these provisions should submit taxpayer identification numbers on Form W-9 when presenting their Bonds.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Paying Agent and Bond
Registrar

Dated: _____, 2024

Exhibit C-2

NOTICE OF CALL FOR REDEMPTION

**AUGUSTA, GEORGIA
WATER AND SEWERAGE REVENUE REFUNDING
AND IMPROVEMENT BONDS (SECOND RESOLUTION), SERIES 2014**

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of that certain Master Bond Resolution adopted by the Augusta-Richmond County Commission on October 16, 2012, as supplemented and amended by a Series 2014 Bond Resolution duly and validly adopted on August 25, 2014 and a Supplemental Series 2014 Bond Resolution duly and validly adopted on September 16, 2014, authorizing the issuance by Augusta, Georgia of \$169,180,000 in original aggregate principal amount of its revenue bonds known as “Augusta, Georgia Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2014 (the “Bonds”), issued on October 2, 2014, that the Bonds identified below have been called for redemption on _____ (the “Redemption Date”), but only if funds for their redemption are on deposit at the place of redemption on the Redemption Date, at a redemption price of 100.0% of the principal amount outstanding thereof plus accrued interest to the date of redemption.

Bonds to be Redeemed

<u>October 1 of the Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
----------------------------------	-----------------------------	--------------------------	------------------

Funds for the redemption and payment of the aforementioned Bonds and the interest then due thereon to the Redemption Date will be available at U.S. Bank Trust Company, National Association, on the Redemption Date, but only if funds for the redemption of all Bonds being redeemed are on deposit at the place of redemption on the Redemption Date, and all such Bonds should be presented to said bank for redemption and payment on said date.

All Bonds being refunded shall cease to bear interest on and after the Redemption Date, provided funds for the redemption of all such Bonds called for redemption are on deposit at the place of payment on the Redemption Date. All Bonds delivered for redemption shall be accompanied by proper instruments in blank. If funds for the redemption of all Bonds called for redemption are not on deposit at the place of payment on the Redemption Date, the Bonds shall

be deemed not to have been called for redemption on the Redemption Date and shall remain outstanding and shall continue to bear interest.

Any questions regarding the redemption may be directed to U.S. Bank Trust Company, National Association, whose address and phone number are as follows:

U.S. Bank Trust Company, National Association
2 Concourse Parkway
Suite 800
Atlanta, GA 30328
Attention: Global Corporate Trust
Phone: (404) 898-2463

Under the provisions of the Interest and Dividend Tax Compliance Act of 1983, paying agents may be obligated to withhold payments of principal to individuals who have failed to furnish the paying agent with a valid taxpayer identification number. Holders of the above-described Bonds who wish to avoid the application of these provisions should submit taxpayer identification numbers on Form W-9 when presenting their Bonds.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Paying Agent and Bond
Registrar

Dated: _____, 2024

Exhibit D-1

PROVISION FOR PAYMENT NOTICE

AUGUSTA, GEORGIA
 WATER AND SEWERAGE REVENUE REFUNDING
 AND IMPROVEMENT BONDS (SECOND RESOLUTION),
 SERIES 2012

The holders and owners of the outstanding Augusta, Georgia Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012 maturing _____, in the outstanding aggregate principal amount of \$_____ (the “Refunded Bonds”), issued by Augusta, Georgia (the “Consolidated Government”), are hereby notified that U.S. Bank Trust Company, National Association, as Escrow Agent (the “Escrow Agent”), has received and has on irrevocable deposit under an Escrow Deposit Agreement, dated as of _____ 1, 2024, among the Consolidated Government, the Escrow Agent and U.S. Bank Trust Company, National Association, as the paying agent for the Refunded Bonds, moneys and general and direct obligations of the United States of America the principal of and interest on which obligations, when due, will provide moneys sufficient to redeem the Refunded Bonds maturing after October 1, ____ on October 1, ____ at a redemption price equal to 100% of the principal amount thereof plus accrued interest. Interest on the Refunded Bonds called for redemption will cease to accrue after such redemption date.

Refunded Bonds

<u>October 1</u>	<u>CUSIP**</u>	<u>Principal</u>
<u>Maturity</u>		<u>Outstanding</u>

****Note: The Consolidated Government and U.S. Bank Trust Company, National Association. shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to the correctness indicated in the notice or as printed on any bond. They are included solely for the convenience of the Holders.**

All of such Refunded Bonds are now deemed to have been paid, and the holders and owners of such Refunded Bonds shall hereafter be limited to the application of such cash moneys or general and direct obligations of the United States of America for payment of the principal of, interest on and redemption premium for such Refunded Bonds.

THIS IS NOT A NOTICE OF REDEMPTION. THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REQUIRE OR SOLICIT THE PRESENTATION OR SURRENDER OF THE REFUNDED BONDS.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

Date: _____, 2024

Exhibit D-2

PROVISION FOR PAYMENT NOTICE

AUGUSTA, GEORGIA
WATER AND SEWERAGE REVENUE REFUNDING
AND IMPROVEMENT BONDS (SECOND RESOLUTION),
SERIES 2014

The holders and owners of the outstanding Augusta, Georgia Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2014 maturing _____, in the outstanding aggregate principal amount of \$_____ (the “Refunded Bonds”), issued by Augusta, Georgia (the “Consolidated Government”), are hereby notified that U.S. Bank Trust Company, National Association, as Escrow Agent (the “Escrow Agent”), has received and has on irrevocable deposit under an Escrow Deposit Agreement, dated as of _____ 1, 2024, among the Consolidated Government, the Escrow Agent and U.S. Bank Trust Company, National Association, as the paying agent for the Refunded Bonds, moneys and general and direct obligations of the United States of America the principal of and interest on which obligations, when due, will provide moneys sufficient to redeem the Refunded Bonds maturing after October 1, ____ on October 1, ____ at a redemption price equal to 100% of the principal amount thereof plus accrued interest. Interest on the Refunded Bonds called for redemption will cease to accrue after such redemption date.

Refunded Bonds

<u>October 1</u> <u>Maturity</u>	<u>CUSIP**</u>	<u>Principal</u> <u>Outstanding</u>
-------------------------------------	----------------	--

****Note: The Consolidated Government and U.S. Bank Trust Company, National Association. shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to the correctness indicated in the notice or as printed on any bond. They are included solely for the convenience of the Holders.**

All of such Refunded Bonds are now deemed to have been paid, and the holders and owners of such Refunded Bonds shall hereafter be limited to the application of such cash moneys or general and direct obligations of the United States of America for payment of the principal of, interest on and redemption premium for such Refunded Bonds.

THIS IS NOT A NOTICE OF REDEMPTION. THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REQUIRE OR SOLICIT THE PRESENTATION OR SURRENDER OF THE REFUNDED BONDS.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

Date: _____, 2024



Finance Committee

Meeting Date: August 13, 2024

Hotel- Motel Tax

Department:	Administrator
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to approve scheduling a worksession with The Augusta Commission and the Local Legislative Delegation to discuss the Hotel Motel Tax.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

August 20, 2024

Credit Card for Mayor

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve referring this matter (of reimbursing the Mayor for his expenditures and to require the Mayor to use a city-issued credit card with a \$15,000 credit limit (Requested by Commissioner Wayne Guilfoyle)) to the next Finance Committee meeting and tasking the Administrator, the Finance Director, the Procurement Director, a representative from the Law Department if necessary and a representative from the Mayor's Office to meet and come back with a resolution of the matter. (Approved by Finance Committee August 13, 2024)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Wayne Guilfoyle
Sent: Wednesday, August 7, 2024 5:03 PM
To: Lena Bonner; Commissioner Jordan Johnson; Commissioner Francine Scott; Commissioner Stacy Pulliam
Subject: Finance Committee

Mrs. Bonner, Will you add this to the Finance Committee Agenda.

1. Require the Mayor to use the Credit Card provided / issued by Augusta Richmond County Government with a monthly Credit line of \$15000.00 and not to exceed the Mayor's yearly budget.

Thank you, Wayne Guilfoyle
Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

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

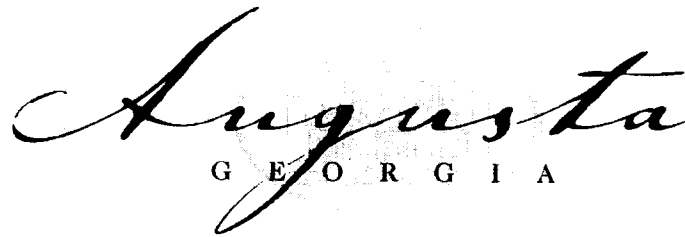


Commission Meeting

August 20, 2024

Minutes

- Department:** N/A
- Presenter:** N/A
- Caption:** Motion to **approve** the minutes of the **August 6, 2024** regular meeting and Special Called Meeting held **August 13, 2024** of the Augusta Commission.
- Background:** N/A
- Analysis:** N/A
- Financial Impact:** N/A
- Alternatives:** N/A
- Recommendation:** N/A
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A



COMMISSION MEETING MINUTES

Commission Chamber

Tuesday, August 06, 2024

2:00 PM

PRESENT

- Mayor Garnett Johnson
Commissioner Jordan Johnson
Commissioner Bobby Williams
Commissioner Sean Frantom
Commissioner Francine Scott
Commissioner Catherine Smith-McKnight
Commissioner Stacy Pulliam
Commissioner Tony Lewis
Commissioner Wayne Guilfoyle

ABSENT

- Commissioner Brandon Garrett
Commissioner Alvin Mason

INVOCATION

Reverend Reginald Cofer, Pastor, Tremount Temple Baptist Church

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

DELEGATION(S)

- A. Mr. Bennish Brown, Destination Augusta regarding organizational update. Presentation is made by Mr. Brown.
B. Ms. Atasia Steward regarding developing a community partnership. Ms. Steward did not appear before the Commission.
C. Ms. Naomi Goolsby regarding Laney-Walker Development Plaza, condition of Riverwalk; community gas corner stores and tattoo/smoke shops on Broad Street. Presentation is made by Ms. Goolsby.
D. Mr. Melvin L. Kelly regarding Museums in Augusta. Presentation is made by Mr. Kelly.
E. Rev. Christopher G. Johnson, Greater Augusta's Interfaith Coalition regarding Community Labor Day Parade and activities on September 2, 2024.

Presentation is made by Rev. Johnson.

F. **Mr. James Hawkins** regarding the value of bringing a full time city arborist position to Augusta.

Presentation is made by Mr. Hawkins.

CONSENT AGENDA

(Items 1-18)

PUBLIC SERVICES

1. Motion to **approve** the 2025 Cooperative Agreement with CSRA Regional Commission for Senior Nutrition Services for Augusta, Georgia. **(Approved by Public Services Committee July 30 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

2. Motion to **approve A.N. 24-33 – Existing Location, New Ownership: Retail Package for Beer and Wine, Pankaj Gupta** Applicant for **Aepex Augusta, LLC** located at 2940 Inwood Drive. District 5, Super District 9 **(Approved by Public Services Committee July 30 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

3. Motion to **approve A.N. 24-36 - New Location: Consumption on Premises Liquor, Beer and Wine with Sunday Sales, James Klugo** Applicant located at 551 Broad Street. District 1, Super District 9 **(Approved by Public Services Committee July 30 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

4. Motion to **approve** installation of the Richmond County 911 Dispatch Notification System PURVIS at the Airport Fire Station as a sole source procurement. Approved by the Augusta Aviation Commission on June 27, 2024. **(Approved by Public Services Committee July 30 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 5. Motion to **approve** Award of On-Call Construction and Maintenance Services Contract to ACC Restoration, (2) Contract Management, Inc., (3) GoldMech, Inc., (4) Horizon Construction and Associates, (5) Larry L McCord Design-Build, LLC, (6) LEP Contracting, LLC, (7) M & C Lawn Care and Maintenance Services, LLC, (8) Pamela’s Plumbing, LLC, (9) Sector One, Inc., (10) TFJ Construction, Inc., and (11) Vertex Roofing, subject to receipt of signed contract and proper insurance documents. The Contract is for three years with an option to extend for two (2) additional one (1) year terms. Also approve \$500,000.00 from Central Services SPLOST 8 Account #330-05-1120-53.19120 to initiate funding as requested by Augusta Parks and Recreation and Central Services Department. RFP 23-186 **(Approved by Public Services Committee July 30 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 6. Motion to **approve** bid award contract for RFQ 24-185 – Augusta Regional Transportation Study 2055 Metropolitan Transportation Plan (MTP) to WSP USA, Inc. **(Approved by Public Services Committee July 30 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

ADMINISTRATIVE SERVICES

- 7. Motion to **approve** request to approve submission of the FY2024 Annual Action Plans and authority for the Mayor, as Augusta, Georgia’s Certifying Official, to execute the documents, including but not limited to, the SF-424s and Certifications and Assurances required to be included with this submission, as well as Certifications of Consistency with the Consolidated Plan for HUD CoC Grant Applications for 2024. **(Approved by Administrative Services Committee July 30 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 8. Motion to **approve** Housing and Community Development Department’s (HCD’s) request to provide funding for HCD administered Sand Hills Redevelopment Plan Charrettes. **(Approved by Administrative Services Committee July 30 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

9. Motion to **approve** the submitted amended grant agreement with Community Foundation of the CSRA (CFCSRA) and Housing and Community Development (HCD). **(Approved by Administrative Services Committee July 30 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

10. Motion to **approve** bid #24-174 for the purchase of one 2024/2025 Vacuum truck, at a total cost of \$493,960 from Vacutek of Austell, GA for the Utilities Department – Fort Gordon Division. **(Approved by Administrative Services Committee July 30 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

11. Motion to **approve** submission of the Lead and Healthy Homes Technical Studies Grant and authority for the Mayor, as Augusta, Georgia's Certifying Official, to execute the necessary HUD documents. **(Approved by Administrative Services Committee July 30 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

12. Motion to **approve** Risk Management to proceed with the repair/replacement of the Emily S. Tubman Monument, not to exceed \$150,000.00, and to accept the Porter Fleming Foundation Grant Award in the amount of \$25,000 for the same, authorizing the Mayor to sign related documentation and approve. **(Approved by Administrative Services Committee July 30 2024)**

Motion to approve.

Motion made by Johnson, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

13. Motion to **approve** continuing with the crafting of the departments' standard operating procedures and task the Administrator and the Human Resources Director with developing metrics for the evaluation of department directors to be presented to the Commission in 90 days. **(Approved by Administrative Services Committee July 30, 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

14. Motion to **approve** tasking the Administrator and the HCD Director with selecting a date with net 90 days to hold a work session to discuss the programs in the HCD Department regarding home renovations. **(Approved by Administrative Services Committee July 30, 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

ENGINEERING SERVICES

15. Motion to **authorize** condemnation to acquire this property in fee simple (Parcel 087-4-089-00-0) - 2050 Willow Street. **(Approved by Engineering Services Committee July 30 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

16. Motion to **approve** Dedication of Water and Sanitary Sewer Systems for Spirits Crossing Community. **(Approved by Engineering Services Committee July 30 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

FINANCE

17. Motion to **approve** 1% Reduction Reinstatement Request. **(Approved by Finance Committee July 30 2024)**

Motion to approve the request.

Motion made by Williams, Seconded by Scott.

Voting Yea: J. Johnson, Lewis, Pulliam, Scott, Williams

Voting Nay: Frantom, Guilfoyle, Smith-McKnight, G. Johnson

Motion fails 5-4.

Motion to approve reconsidering the vote.

Motion made by Williams, Seconded by J. Johnson.

Voting Yea: Frantom, J. Johnson, Lewis, Pulliam, Scott, Williams

Voting Nay: Guilfoyle, Smith-McKnight, G. Johnson

Motion carries 6-3.

Motion to approve the request.

Motion made by Williams, Seconded by J. Johnson.

Voting Yea: J. Johnson, Lewis, Pulliam, Scott, Williams

Voting Nay: Frantom, Guilfoyle, G. Johnson, Smith-McKnight

Motion fails 5-4.

PETITIONS AND COMMUNICATIONS

- 18. Motion to **approve** the meeting minutes of the Augusta Commission held on **July 17, 2024** and Special Called Meeting held **July 30, 2024**.

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

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

**AUGUSTA COMMISSION
REGULAR AGENDA**

(Items 19-28)

ADMINISTRATIVE SERVICES

- 19. Discuss making all city employees ex-officio members and not voting members effective January 1, 2025 for all boards and authorities. **(No recommendation from Administrative Services Committee July 30, 2024)**

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Revised motion to refer this item to the August 27 committee cycle.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Frantom, G. Johnson, Guilfoyle, Smith-McKnight, Pulliam, Scott

Voting Nay: J. Johnson, Williams, Lewis

Motion carries 6-3.

PUBLIC SAFETY

- 20. Motion to **approve** SAMHSA Grant Treatment Contract for women’s residential treatment facility for Richmond County State Court Accountability Court Programs. **(No quorum Public Safety Committee July 30, 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 21. Motion to approve a change order in the amount of \$436,384 that will increase the net amount of P454496 to \$1,311,384 for Bid Item #22-291A Early Site Package Soil Remediation – New Fire Station #3, awarded to Kuhlke Construction & Associates. **(No quorum Public Safety Committee July 30, 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 22. Motion to accept the FY2023 Assistance to Firefighters Grant (AFG) in the amount of \$243,873.63 and authorize the mayor to execute all appropriate documentation. **(No quorum Public Safety Committee July 30, 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 23. Receive as information the emergency replacement of the RCCI Kitchen HVAC system in the amount of \$26,800 and approve the transfer of funds from the Inmate store reserve fund to capital outlay. **(No quorum Public Safety Committee July 30, 2024)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 24. Discuss hiring a consultant to review the operations of Animal Services. **(Requested by Commissioner Sean Frantom) (No quorum Public Safety Committee July 30, 2024)**

It was the consensus of the Commission that this item be received as information without objection.

ENGINEERING SERVICES

- 25. **Discuss** the Service Level Delivery Strategy for engineering as it pertains to repaving streets and filling potholes. **(Requested by Commissioner Stacy Pulliam-ESC lost quorum 7-30-24)**

Motion to refer this item back to the Engineering Services Committee.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

26. Provide an update on the schedule for lot maintenance on city owned lots, ditches, right of ways and creeks. **(Requested by Commissioner Stacy Pulliam-ESC lost quorum 7-30-24)**

Motion to refer this item back to the Engineering Services Committee.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

APPOINTMENT(S)

27. **Consider/approve** the reappointment of **Augusta Fire Chief Antonio Burden** to the Region VI East Central Georgia EMS Council for a three-year term effective July 1, 2024 ending June 30, 2027.

Motion to approve.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

Motion to approve going into executive session for the discussion of personnel.

Motion made by Smith-McKnight, Seconded by Frantom.

Voting Yea: Johnson, Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

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

Motion to approve.

Motion made by Smith-McKnight, Seconded by Frantom.

Voting Yea: J. Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, G. Johnson

Mr. Guilfoyle and Mr. Williams out.

Motion carries 7-0.

1. Final Plat – S-999-R1 – Premier Estates Phase 1 – A request for concurrence with the Augusta Planning Commission to approve a petition by Larry McCord on behalf of Bernadette Hughes requesting final plat approval for Premier Estates Phase 1 containing 24 lots, located at 1843 Brown Road. Tax Map #213-3-004-00-0. Reviewing agency approval 7/23/2024. (Requested by Commissioner Wayne Guilfoyle)

It was the consensus of the Commission that this item be added to the agenda without objection.

Motion to approve this item.

Motion made by Guilfoyle, Seconded by Smith-McKnight.

Voting Yea: Johnson, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle.

Motion carries 9-0.

CALLED MEETING

COMMISSION CHAMBER
August 13, 2024

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, August 13, 2024, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Garrett, Scott, McKnight, Pulliam, Lewis, Guilfoyle, members of Augusta Richmond County Commission.

ABSENT: Hons. Mason, Williams and Frantom, members of Augusta Richmond County Commission.

Mr. Mayor: Good morning, everybody. Welcome to this session of a special called meeting. Madam Clerk, call the meeting to order. Let's move forward with the special called meeting.

The Clerk: Okay. At this time Mr. Mayor, for your consideration and approval of the proposed millage rates.

Mr. Mayor: Thank you so much. Administrator Douse.

Ms. Douse: Thank you, Mayor Johnson, as well as Augusta commissioners. Good morning to you all. As you know this is that time of year where we come before you, we as myself as your Interim Administrator as well as our Finance Director. We have reviewed our FY24 budget and are here today to propose to you our 2024 millage rate. Keep in mind and I always want to remind not only this body but also the public that Augusta's millage rate that we are looking for you all to consider today is for our FY2024 budget that we are currently operating out of so I always want to make certain that you recall that and now I'll turn the floor over to our Finance Department Director and that's Ms. Donna Williams.

Ms. Williams: Hi, good morning. So as you are all aware, most of the millage rate process is set under the guidelines that are set up by Georgia laws. So one of the first things that you do in this process is you publish the assessed taxable value of all property. The proposed millage rate, the excess taxable values for the preceding five years, it's commonly referred to as the five-year history of the levy. After the proposed rates are agreed upon this ad is run and this ad has to appear in the newspaper at least a week prior to the adoption of the millage rate. So there is some coordination of timing involved in the whole process. The second part of the exercise is computing what is known as the roll back rate which is the previous year's millage rate minus the equivalent of the value that is added by reassessments. So you essentially don't get to gain tax revenue from reassessments. The exercise is designed to be put you on an even keel. Now you do get to increase the digest, well, the digest increases anyway, but you don't get to accept the value of just the reassessments. The exercise is designed to give you the value of the growth, only the change in the digest. So if your proposed rate for the county M & O which is also referred to as the General Fund millage rate were to be higher than the computed roll back rate, then you go through advertisements, press releases, public hearings, etc. which have to be held in advance of the final adoption date. Some more information about the timing, the procedure when the roll back rate is

not exceeded for the General Fund M & O you can complete this process in a week after the advertisement appears in the newspaper. This is what the five-year history ad looks like and this shows the roll back rate. I have filled it in on the far, so this is the 2023 millage rate, 6.664. The computed roll back rate for 2024 is 6.468 which is a decrease of .196 mills. Now, as you saw on the previous page, I'll flip back real quick, this roll back rate is as applied to the digest as a whole shows that we will collect \$341,000 more in taxes than we did the prior year. What really happens is that this assumes a 100% collection rate and it does not account for the revenue reduction because we offer an early payment discount which amounts to approximately \$450,000 to \$500,000 per year in reduction of taxes collected. However, this does get us pretty close to what we would consider to be breaking even versus what we budgeted to collect for taxes versus what we are expected to collect if we adopt the roll back rate for county M & O. This is a brief history of our millage rate for county M & O for 2025 through what is being proposed for 2024 which is as you'll note down toward the bottom here the roll back rate which is being proposed to you today. The orange column here are the number of times that Augusta has adopted the roll back rate for the General Fund M & O. The ones that are highlighted in blue are the times that we have adopted a rate which was slightly higher than the roll back rate and the one little one there in yellow was lower than the computed roll back rate for that year. So as stated, the 2024 proposal is to go with the roll back rate for County M & O. The red arrow down there at the bottom shows that from 2014 to 2023 we have actually decreased the millage rate by a little over 3 mills. In today's dollars that 3 mills would be approximately \$24 million dollars in tax collections. Next slide shows the tax cap that is required to be computed for Augusta. It is a formula that was adopted and cannot be changed and is completely rigid using the 1979 millage rate as a base and then there is a fraction which is composed of the prior year digest and the current year digest and a millage rate is also computed as a credit from your sales tax collection so when you go through this exercise for each levying millage rate, the gross tax cap that would be allowed and calculated for the General Fund would be 17.046. For Urban Services it would be 26.7 and for fire protection it would be 2.995. We would be currently under the tax cap using these proposed rates by a little over 4 mills in the General Fund, almost 18 mills under Urban Services, and a little over 1 mill in Fire Protection. And you can follow the math down a little further what that millage rate would be, what it would collect if you went to the cap. Now nobody is proposing that. That is for information only. Now we need to talk about fire protection again. This is the fire protection slide from 2023 when I made a proposal for the millage rates for last year. Please look at the highlighted portion on the bottom of the slide. We constructed the 2024 budget with a planned increase of a quarter to a half a mill which would be dedicated to capital. I'd like to refresh your memory a little bit that in SPLOST VIII there was no funding for fire equipment which has proven to be a large challenge for fire protection. That was a large source of their funding that would be generated to provide replacement equipment for fire protection. As the county grows, as we open new fire stations, as we continue to maintain our high ISO rating which is one of the few that are rated that well in the state of Georgia as well as across the country. It requires us to have a level of equipment to be able to carry out that service. Not having any funds in SPLOST VIII has been a big challenge. Some of that was offset by a \$3.5 million dollar allocation from the ARP funds. As we all know, that was a one-time revenue source. The fire protection's revenue comes from ad valorem taxes and the insurance premium taxes which come through a formula from the state of Georgia. All of that revenue begins to come in in October so it's like you're operating your household budget and you get paid instead of 26 times a year, you get one paycheck a year and you have to make it last until you get paid the next year. That's how fire protection's revenue

comes in. If fire protection millage rate was set at the roll back rate, we have budgeted \$8.8 million dollars to come in from ad valorem taxes through fire protection millage rate. At the roll back rate we would be slightly under the budgeted amount by about \$114,000, \$115,000. The digest for fire protection is \$6.4 billion dollars. If you increased the fire protection millage rate only, that would generate a little over \$3.2 million dollars which would help to offset the lack of any funding for equipment replacement. This is a schedule of proposed millage rates for 2024 for County, Urban, Capital. All would be at the roll back millage rate which as you can see on the column on the right-hand side. Those are all decreases. What is being recommended for consideration is to increase the fire protection millage rate by one-half mill and dedicate that for capital outlay purchases for fire protection. You take these numbers, the decrease here and an increase for fire protection, the net increase for an individual's tax bill after a half a mill increase for fire protection would be .288 mills. That would be the net increase which is this decrease, this decrease and one increase. Those are the recommendations that are being put forward for consideration today for the proposed millage rates. This would be the timeline. Today we would set the proposed rates which would trigger the start of the process. So what would need to happen in the interim before adoption would be at least a week prior to the scheduled date of adoption this five-year history ad would be run. It would also contain the time, place, and the meeting for the adoption of the rate which is recommended to be August 27 which would give you enough time in between the processes to do this in compliance with the law. On the 27th that would done the same as today because it does not fall on a commission meeting date. It would be recommended that you would adopt the permanent millage rate much like your meeting today in a special called meeting on the 27th. The motion should you be so inclined would be to approve these proposed millage rates for each taxing district, to advertise the five-year history of the digest and to schedule the date of August 27 for the meeting to adopt the rates which are proposed to you today. Be happy to answer any questions.

Mr. Mayor: Thank you so much, Director Williams. Colleagues, we have any questions? The Chair recognizes Commissioner Wayne Guilfoyle from the 10th.

Mr. Guilfoyle: Thank you, Donna. Thank you for giving us this at the information when we get behind the dias. SPLOST VIII, you said there was no funding for fire equipment put in there. Why?

Ms. Williams: It was Administrator Donald's recommendation and adopted by the Commission.

Mr. Guilfoyle: You as Finance Director has always handled the SPLOST packages in the past, haven't you? Your office has?

Ms. Williams: No, sir. We help in compiling those, we administer those. That recommendation typically goes forward from the Administrator to the Commission.

Mr. Guilfoyle: All right. Nobody questioned it? I wasn't here so I can't answer it.

Ms. Williams: There was some conversation related to that, yes, sir.

Mr. Guilfoyle: And apparently that wasn't the outcome by adding it to it for some reason. Under the past couple of years, I see we've got Scott Rountree and his staff in here from the Tax Assessor. They have been reassessing to follow within state guidelines. They have done a great job bringing us up to speed on the valuation on properties including mine which I had to contest it. What is the I think it was on average, Scott could tell me, but it was on average of a 25% on the valuations on properties that went up. What is the impact on dollar for our budget or income that we would receive?

Ms. Williams: As I showed you earlier using the roll back rate, it is designed to negate the increases that would come in from revenue for reassessments.

Mr. Guilfoyle: Okay, have you been paying attention to the Board of Education and what they did?

Ms. Williams: Yes, sir, I saw their ad yesterday. Their advertisement was in the paper yesterday.

Mr. Guilfoyle: And what did they go up on the millage?

Ms. Williams: They are planning to go up a little over two mills over the roll back rate as was published in the newspaper. That was the proposed rate. A tentative increase will result in a millage rate of 18.33 mills, an increase of 2.228 mills.

Mr. Guilfoyle: Okay, so that's going to average about \$115 is what they increased theirs to each taxpayer based on a \$100,000, \$17 per –

Ms. Williams: The ad states the proposed tax increase for a home with a fair market value of \$200,000 is approximately \$167.10.

Mr. Guilfoyle: I think in your presentation you said we were for the budget we were \$114,000, I don't recall the page, from this year to next year, we're going to be a shortfall.

Ms. Williams: In fire protection. That slide pertained to the fire protection millage rate, sir.

Mr. Guilfoyle: Right. What alternatives do we have to, if it's fore fire equipment? What alternatives could we utilize?

Ms. Williams: We're really trying to hold on until the SPLOST 9 but you've got until 2027 there. The Fire Department has turned in their budget request for 2025 and it does contain equipment which they will not be able to purchase much like 2024 because there were, they get their revenue from two sources. Fire protection millage rate and insurance premium tax. Insurance premium tax is a one-time lump sum payment that comes from the state of Georgia based on collections based on a formula which includes the population of Augusta Richmond County versus as a percentage of the population of every other municipality in the state of Georgia. If your population grows, your percentage of collections goes up. Historically Augusta's population does

not move upwards at the degree of some of the other municipalities, so our collections stay pretty stagnant.

Mr. Guilfoyle: Right. Donna, I'll tell you my concern is we are currently with the Interim Administrator currently working on this SPLOST package which will be coming in next May we'll be voting on if we do this increase in this millage is going to be presented to the citizens next year, even though it's only a \$3 million dollar increase, like you said, we also got the \$167 from the Board of Education that's going to be on that and I don't really think the citizens could discriminate if it's the Board of Commissioners for the Board of Education or is it the Richmond County commissioners because usually we are the one who always gets the blame for it.

Ms. Williams: I would agree with you on that.

Mr. Guilfoyle: And the last thing I want to do is to jeopardize \$300 million dollars for \$3 million dollars. That's where my concern is.

Ms. Williams: Okay. I'm not disputing anything that you said. I would like to provide a little additional information if that's okay. The half a mill on that \$200,000 house would be \$37.50 for the entire year. Now as I explained to you, the net on that individual's tax bill is not going to be a half a mill. It is going to be much closer to .22 mills which is about half of that so you're talking about \$17.00 on a tax bill. The other thing that comes up as a point of discussion sometimes is that the Board of Education's increase on our impact on senior citizens' tax bill. Senior citizens with a homeowner's exemption in Augusta Richmond County do not pay school board taxes so that 2 mill increase to that portion of the population would not be an impact on that portion of the population's tax bill. So that portion would be looking at \$17 for fire protection.

Mr. Guilfoyle: Donna, I imagine it's going to come down the pipe before here too long is streetlights as well, would that be correct?

Ms. Williams: Yes, sir.

Mr. Guilfoyle: All right. I'm going to bow out and let my other colleagues speak.

Mr. Mayor: The Chair recognizes Commissioner Garrett from the 8th.

Mr. Garrett: Thank you. So if I'm hearing everything correctly including the School Board memo that was in the paper yesterday and your proposed increase for fire protection, \$200,000 house is going to see roughly \$214 dollar increase or so?

Ms. Williams: About \$17 from us net and then the amount related to the School Board for that applicable part of the population, yes, sir.

Mr. Garrett: I know that I've already received calls from citizens asking us to please roll back because inflation's killing us. These new home valuations have really hit hard and salaries aren't keeping up with those types of things either so it's really hard for me to support any sort of increase. I know we have zero say over what the School Board says and I'm really disappointed

that there is no news media in here covering this conversation which is quite interesting. When the tax bills go out, they come from the Tax Commissioner's office and so the citizens see that as the Augusta Commission is the one that is raising out taxes and I don't know how to tell people I'm sorry but yeah, you're going to pay at least \$200 more and most of that is not our fault but some of it is. I still think there's ways that we could help the Fire Department in regards to their equipment needs. I hate that they weren't able to secure any funding through that SPLOST package as Commissioner Guilfoyle was asking. We were relying on the current Administrator at that time to guide us through that and if I remember correctly, there really wasn't a robust fired conversation. I have a hard time supporting this one so I'm hoping there are some other options that we're going to hear.

Mr. Mayor: Is there any funds perhaps left over from SPLOST VIII that could be considered?

Ms. Williams: You would be unable to add any projects until all the projects in SPLOST VIII are finished. That's going to be six, seven, eight years down the road.

Mr. Mayor: SPLOST VII?

Ms. Williams: Same deal. We still have projects in there, particularly your road projects that regularly cost more than what was originally anticipated when the package was put together so that's usually where that shortfall comes from. The same would be true as you can't add new projects until you're finished with the ones that were listed on the referendum.

Mr. Mayor: All right, thank you so much. The Chair recognizes Commissioner Jordan Johnson.

Mr. Johnson: Thank you, Mr. Mayor. Director Williams, what are some alternatives that we could look into if there are any along the lines of what my colleague the concern that we are raising? Are there any other alternatives to get where we want to go with fire protection?

Ms. Williams: We had numerous conversations with the Chief. He is currently exploring a couple of options, one of which I'm aware of is we've recommended possibly some leasing of equipment rather than outright purchase. With that comes other avenues of exposure that you know if you damage a piece of leased equipment then you buy the leased equipment and too, you run the risk of rolling forward getting happy with reduced payments as you're leasing and maybe year one, year two looks pretty good because your lease is fairly low but three, four, five and six as you get on down the road, then they start stacking up on top of each other. We are actively exploring those possibilities to see what benefits that might can offer so we're not just sitting around going, we've got go to the millage rate, go to the millage rate. But this is not the first time we've had this conversation around fire protection so –

Mr. Johnson: We approved last year's rate with the understanding that we were going to do this this year?

Ms. Williams: That was the conversation last year is that we would go with the roll back rate across the board but when we came to 2024, that we would look at that increase for fire protection and designate it for capital outlay.

Mr. Johnson: And that's what is being proposed.

Ms. Williams: That's what I'm proposing. It is obviously up to you guys to make the final decision but this will, this \$17 will bridge the gap for several pieces of equipment because even if fire protection is included in SPLOST 9, you're not going to start collecting 9 until probably January 2027 so you've got the rest of this year, you've got budget cycle 25 and 26 and probably 27.

Mr. Johnson: I think the recommendation is a decent recommendation being that we've had that conversation last year. It shouldn't catch us by surprise but we're looking to the Administrator and our Finance Director to get us. I think this is a good conversation being that we're looking to our Administrator and Finance Director for solutions. I understand the perception that the community is going to have between the Commission and the School Board but that's no something that we can control. I don't think that we can hinder our city because of potential backlash because of what the school system does. I think that's on them but I think this is a pretty good path forward as far as what you're asking us to do. I'm not sure we're ready to take a motion, but I'm sure there's still conversation. But that's just my two cents. It's worth exploring.

Mr. Mayor: Any more questions or comments?

Mr. Guilfoyle: Director Williams, what about bonds? Can we do a secure bond until the next SPLOST? Is that an option?

Ms. Williams: What funds would be used to pay those bonds?

Mr. Guilfoyle: You put the interest built into the bonds until the SPLOST is secured.

Ms. Williams: We typically do not go far out, 18 months, I'm getting advice from the SPLOST expert in the back. We're too far out to do that.

Mr. Guilfoyle: Okay. In order to order equipment, it's usually a year out already, is that correct?

Ms. Williams: I believe that's close. You're kind of getting out of the Finance portion and into the operation but I do know there is a lead time to get fire equipment and it is fairly significant.

Mr. Mayor: Commissioner Johnson, the floor is yours.

Mr. Johnson: I don't want to move outside of what my colleague's will is so if a motion being made won't get us to six votes, I don't know but I guess the question is what happens if we don't approve this today?

Ms. Williams: The Tax Assessor has a deadline, September 1, to take the digest to the state for approval. It goes in conjunction with the rates set by the Board of Education. The Board of Education according to their publication is set to adopt their rate on the 27th as well. For our purposes prior to August 20, we need to be able to run the ads in the newspaper. In order to run the ads then I've got to have a proposal for the rates run as well as the date, the time and the place that they will be eventually adopted at least a week after that advertisement runs.

Mr. Johnson: I believe that the solution you presented seems to be thought out and is what we agreed to last year with the understanding that we would be at this place this year. I remember that conversation very vividly so I'm not sure what the reservation or unreadiness is **but I'll make a motion to approve and to see where it goes.**

Mr. Mayor: All right, there's a motion. Is there a second?

Ms. Scott: Second.

Mr. Mayor: There's a second.

Mr. Guilfoyle: Substitute motion, Mr. Mayor.

Mr. Mayor: All right.

Mr. Guilfoyle: Adopt the roll back rate with no increase.

Ms. McKnight: I'll second.

Mr. Mayor: All right, there's a substitute motion and a proper second. Any other colleagues before we vote? If not, we're voting on the substitute motion. Clarify for the record. That is to adopt the roll back without the increase for fire protection.

(Vote on substitute motion)

Voting Yes: Ms. McKnight, Mr. Garrett, Mr. Guilfoyle, Mayor Johnson.

Voting No: Mr. Johnson, Ms. Pulliam, Mr. Lewis, Ms. Scott.

Motion fails 4-4.

(Vote on original motion)

Voting Yes: Mr. Johnson, Ms. Pulliam, Mr. Lewis, Ms. Scott.

Voting No: Ms. McKnight, Mr. Garrett, Mr. Guilfoyle, Mayor Johnson.

Motion fails 4-4.

Mr. Mayor: Thank you, Madam Clerk. All right, colleagues. Obviously, we are at an impasse here. What are our next steps? When can we bring this back before the body for consideration?

Ms. Williams: As soon as ya'll set, if you want to do another called meeting.

Mr. Mayor: Okay.

Mr. Brown: Mayor Johnson, Commissioners, in that you have not taken action within this meeting, if by the end of your executive session, you have an opportunity to conference with your colleagues and you want to move forward, you still can before the special called meeting is adjourned. That's an option. Of course, otherwise you would need to reconvene at some point prior to Thursday in accordance with the Finance Director's indicated deadline this week.

Mr. Mayor: All right, thank you. Commissioner Brandon Garrett.

Mr. Garrett: This question may be for the Administrator. Donna said that you said the Fire Department had turned in some capital outlay requests for this next year. Is it \$3.2 million dollars' worth?

Ms. Douse: It exceeds \$3.2 million dollars.

Mr. Garrett: So what is the plan for another increase next year to cover that?

Ms. Williams: No, sir. This would be, this would continue to generate \$3 point plus million dollars for the year so applying the same millage rate to next year's digest, you'd just get the same collections. You wouldn't increase it every single year. Once it's generated, it is generated there for budget use.

Mr. Garrett: When is the last time the Fire Department had a roll back?

Ms. Williams: It was rolled back last year.

Mr. Garrett: The fire Department's was?

Ms. Williams: Yes, sir. We had this conversation about increasing it but the roll back rate was what was adopted.

Mr. Garrett: So what is the total request, Madam Administrator?

Ms. Douse: I think it exceeds \$5 million dollars.

Mr. Garrett: So we need two years of this to cover that.

Ms. Douse: Well, hopefully until we get to SPLOST and then like she said, because we've already calculated if this is approved, it would already be calculated for budgets to come but by the time we get to SPLOST 9 for 2027, they already have a planned increase there as well.

Mr. Garrett: Thanks.

Mr. Mayor: All right, any other questions or comments, colleagues? Seeing or hearing none, Madam General Counsel.

1. **LEGAL MEETING**
 - A. **Pending and potential litigation**
 - B. **Real estate**
 - C. **Personnel**

Ms. McClain-Haymon: We request a motion to go into executive session for the purpose of discussing pending and potential litigation, real estate and personnel.

Mr. Garrett: So move.

Ms. McKnight: Second.

Mr. Mayor: There's a motion and there's a second. Madam Clerk, we're voting.

Motion carries 8-0.

[EXECUTIVE SESSION]

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

Ms. Scott: So move.

Mr. Mayor: Madam Clerk, there's a motion by Commissioner Scott. Is there a second?

Ms. Pulliam: Second.

Mr. Mayor: There's a second. I heard Commissioner Pulliam come in first. Madam Clerk, we're voting.

Motion carries 8-0.

Mr. Mayor: All right, Attorney Brown.

Mr. Brown: Mayor Johnson, we request a motion to approve the amending of the Interim Legal Service Transition Plan to accommodate sufficient waiver of any potential conflict of interest regarding the Interim General Counsel namely James T. Plunkett and Associates and to adjust and make it applicable to the responsibilities assigned to Mr. Plunkett in the plan as well as those responsibilities that are inherent for serving as General Counsel particularly listed in the current job description for the position of General Counsel.

Ms. McKnight: So move.

Mr. Mayor: Is there a second?

Ms. Scott: Second.

Mr. Mayor: Second by Commissioner Scott. Madam Clerk, we're voting.

Mayor Johnson abstains.

Motion carries 7-1.

Mr. Mayor: Madam Clerk, for the record I am abstaining in that I have known Mr. Plunkett for many years and we do have not only a friendship but we've had a prior relationship and some dealings as a small business therefore I am recusing myself from this process. Thank you. Attorney Brown.

Mr. Brown: I believe that's the entirety of the motions.

Mr. Mayor: All right, if that's the entirety of the motions, Madam Clerk, does that conclude our business or is there anything additional we need before we adjourn this process?

The Clerk: No, sir.

Mr. Mayor: All right, seeing none, this meeting is hereby adjourned and turned over to the committee cycle.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on August 13, 2024.

Clerk of Commission



Augusta Public Services Committee Meeting

August 13, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	A.N. 24-37 - New Location: Consumption on Premises Liquor, Beer and Wine with Sunday Sales, Renatta Early Applicant located at 1370 Gordon Highway. District 1, Super District 9
Background:	New Location – Kitchen Kings X Nattas Sweet Treats
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of \$2,805.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

ALCOHOL BEVERAGE APPLICATION

2023-746

Alcohol Number _____ Year _____ Alcohol Account Number 2024-753

1. Name of Business Kitchen Kings x Natta's Sweet Treats LLC
2. Business Address 1370 Gordon Hwy Suite B
3. City Augusta State GA Zip 30901
4. Business Phone (706) 303-4877 Home Phone ()
5. Applicant Name and Address: Benatta Early
329 Alex Ln
Augusta GA 30909
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____

8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) Nancy Early, Christopher Hayes
Angie Hill
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
 () Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: Kitchen Kings x Natta's Sweet Treats LLC
12. Mailing Address:
 Name of Business Kitchen Kings x Natta's Sweet Treats LLC
 Attention Benatta Early
 Address 1370 Gordon Hwy Suite B
 City/State/Zip Augusta GA 30901
13. Ownership Type: Corporation () Partnership () Individual
14. Corporate Name: Kitchen Kings x Natta's Sweet Treats LLC
 List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Alexander Mac</u>	<u>owner</u>		<u>1428 Florence St Augusta GA</u>	<u>30901</u>
<u>Benatta Early</u>	<u>owner</u>		<u>329 Alex Ln Augusta GA</u>	<u>30909</u>

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

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

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

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



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

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

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

21. List owner or owners of building and property.
Virenda Engineer

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

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, Renatta Early
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.

Renatta Early
Applicant Signature

25. I hereby certify that Renatta Early is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 5th day of June, in the year 2020

Jennifer Austin
Notary Public
JENNIFER AUSTIN
NOTARY PUBLIC
RICHMOND COUNTY, GA
EXP. JULY 31, 2028

FOR OFFICE USE ONLY

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

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

Administrator Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-37

Application Type: Consumption on Premises for Liquor, Beer, and Wine with Sunday Sales
New Location

Business Name: Kitchen Kings X Nattas Sweet Treats

Hearing Date: August 13, 2024

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

Applicant: Renatta Early

Property Owner: Mohini Inc.

Address of Property: 1370 Gordon Highway

Tax Parcel #: 088-0-002-01-0

Commission Districts: District 1, Super District 9

ANALYSIS:

Location Restrictions:

- **Zoning:** Heavy Industrial, HI
- **Distance Requirements:** The proposed location for consumption on premises for Beer, and 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 \$2,805.00

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



Augusta Public Services Committee Meeting

August 13, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	A.N. 24-38 – Existing Location, New Ownership: Retail Package Beer and Wine, Deep Patel applicant, located at 1502 Central Avenue. District 1, Super District 9
Background:	New Location – Gas World #23
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of \$665.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Gas World 23
2. Business Address 1502 Central Ave
3. City Augusta State GA Zip 30904
4. Business Phone (912) 425-1777 Home Phone () _____
5. Applicant Name and Address: Deep Patel
Little Emerald King
Evans, GA 30809
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____

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

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: Laxmi 23 LLC
12. Mailing Address:
 Name of Business Gas World 23
 Attention Deep Patel
 Address Little Emerald King
 City/State/Zip Evans, GA 30809
13. Ownership Type: Corporation () Partnership () Individual
14. Corporate Name: Laxmi 23
 List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Deep Patel	Owner		Little Emerald King, Evans	100

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

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

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

16. Have you ever applied for an Alcohol Beverage License before: Yes
 If so, give year of application and its disposition: _____

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

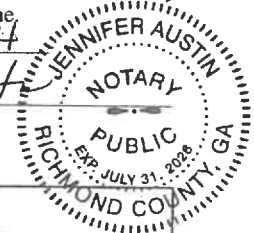


- 18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
- 19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation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

Deep Patel
Applicant Signature

25. I hereby certify that Deep Patel is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true. This 23rd day of May, in the year 24

Jennifer Austin
Notary Public



FOR OFFICE USE ONLY

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

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

Administrator Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-38

Application Type: Retail Package Beer, and Wine – Existing Location, New Ownership

Business Name: Gas World 23

Hearing Date: August 13, 2024

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

Applicant: Deep Patel

Property Owner: Phan Enterprises Inc.

Address of Property: 1502 Central Avenue

Tax Parcel #: 045-4-153-01-0

Commission Districts: District 1, Super District 9

ANALYSIS:

Location Restrictions:

- **Zoning:** Neighborhood Business, B-1
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

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

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

FINANCIAL IMPACT: The applicant will pay a fee of \$665.00

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



Public Services Committee Meeting

Meeting Date: August 13, 2024

Augusta Regional Airport

Department: Augusta Regional Airport – Consolidated Rental Car Service Facility (QTA), Change Order #2

Presenter: Herbert Judon

Caption: Motion to approve Change Order #2 to the construction contract with R.W. Allen Construction, LLC in the amount of a \$48,000.00. Approved by the Augusta Aviation Commission on July 25, 2024.

Background: The purpose of this project is to construct a consolidated rental car service facility for use in maintaining rental fleets owned and operated by airport rental car tenants.

RW Allen, LLC. is currently contracted to construct the Consolidated Rental Car Service Facility (QTA) project, located across Doug Barnard Parkway from the main Airport campus. This project was substantially complete in January 2024 and began occupancy and use by airport tenants in March 2024.

This change order provides for the following items:

- 1. Additional concrete vehicle apron pavement and base fill material

The change order proposals and supporting documentation presented by R.W. Allen are herein attached. These items have been reviewed and found to be reasonable.

The original construction contract amount for this project is \$9,290,396.00. Change Order #1 was previously executed in the amount of \$19,963.10, bringing the total contract amount to \$9,310,359.10.

This Change Order #2 to the project in the amount of \$48,000.00, and as presented would bring the total construction contract amount to \$9,358,359.10.

Analysis: R.W. Allen has completed the work of this change order.

The work of this change order is necessary to modify the project to address operational movements requested, maintain full car storage capacity, and provide required approach for vehicles into the car wash portion of the facility, for a complete project.

Financial Impact: This change order will result in a net increase of 0.52%.

With this change, total change orders to date are an increase of 0.72% of the project cost.

Funding for this project is through collection of the Customer Facility Charge (CFC) on rental car transactions.

Item 22.

Alternatives: To deny.

Recommendation: Recommend Approval. Approved by the Augusta Aviation Commission on July 25, 2024.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

CHANGE ORDER

OWNER - Augusta Aviation Commission
 Augusta Regional Airport at Bush Field
 1501 Aviation Way
 Augusta, GA 30906-9600
 Ph: 706-796*4010

ARCHITECT / ENGINEER – Mead & Hunt, Inc.
 878 S. Lake Drive, Lexington, SC 29072
 Ph. (803) 996-2900

PROJECT: Consolidated Rental Car Quick Turn-
 Around Maintenance Service Facility (QTA)
 Project No.: 0119700-131587.04

CHANGE ORDER NO.: 02
Date: 06/20/24
Cc:

CONTRACTOR: RW Allen Construction, LLC
 1015 Broad Street
 Augusta, Georgia 30901
 Ph: 706-733-2800 Fax: 706-733-3879

DESCRIPTION of CHANGE:

CE No.	Description	Amount
CE 211	Additional Concrete	\$42,000.00
CE 212	Additional Rock	\$6,000.00
TOTAL		\$48,000.00

Remainder of page left blank

ADJUSTMENT of CONTRACT SUM

Original Contract Sum:	\$	<u>9,290,396.00</u>
Prior Adjustments:	\$	<u>19,963.10</u>
Contract Sum Prior to this Change:	\$	<u>9,310,359.10</u>
Adjustment for this Change:	\$	<u>48,000.00</u>
Revised Contract Sum:	\$	<u>9,358,359.10</u>

ADJUSTMENT of CONTRACT TIME

Original Contract Time:	<u>365</u>	(days)
Prior Adjustments:	<u>60</u>	(days)
Contract Time Prior to this Change:	<u>425</u>	(days)
Adjustment for this Change:	<u> </u>	(days)
Revised Contract Time:	<u>425</u>	(days)

Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the above-described change in the work.

ARCHITECT

Recommended by:

06/20/24

Architect Date

OWNER'S REPRESENTATIVE

Recommended by:

Representative Date

CONTRACTOR

Accepted by:

Date

OWNER

Approved by:

Date

Rental Car QTA

DESCRIPTION: Concrete Apron

REFERENCE	DESCRIPTION	QTY	UNIT	MHS PER UNIT	MHS	LABOR		MATERIAL		SUBCONTRACTOR		EQUIPMENT		OTHER		TOTAL COST		
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total			
GRADING		2.0	Days	8.00	16.0												16,058	
Excavation	Labor: Excavate	3.0	HR	6.00	18.0	477.00	8,586											8,586
Excavation	Equipment:	3.0	HR	1.00	3.0							219.00	657			657		
4" GAB	Labor: Place & Compact 4" GAB	3.0	HR	5.00	15.0	277.00	4,155											4,155
4" GAB	Material: GAB	15.0	CY					67.00	1,005							1,005		
4" GAB	Equipment:	0.5	Days	8.00	4.0							219.00	876			876		
Seeding	Labor: Seed & Straw	1.0	Hr	1.00	1.0	28.50	29											29
Seeding	Material: Seed & Straw	1.0	LS					750.00	750							750		
RCP PIPE		1.0	Days	8.00	8.0												9,280	
Install RCP Pipe & Flared Ends	Labor: Install RCP Pipe and Flared Ends	2.0	HR	5.00	10.0	442.00	4,420											4,420
Install RCP Pipe & Flared Ends	Material: 15" Diameter RCP Pipe (Approx 75' Long)	75.0	LF					44.00	3,300							3,300		
Install RCP Pipe & Flared Ends	Material: RCP Pre-Cast Flared End	2.0	EA					600.00	1,200							1,200		
Install RCP Pipe & Flared Ends	Equipment:	2.0	HR	1.00	2.0							180.00	360			360		
CONCRETE PAVING		2.0	Days	8.00	16.0												14,387	
Place Concrete	Labor: Install Dowels & Reinforcement	3.0	HR	3.00	9.0	28.50	257											257
Place Concrete	Labor: Place 8" Heavy Duty Concrete Pavement (4,000 psi)	0.5	Days	48.00	24.0	250.00	6,000											6,000
Place Concrete	Labor: Expansion & Control Joints	2.0	HR	1.00	2.0	28.50	57											57
Place Concrete	Material: 8" Heavy Duty Concrete Pavement (4,000 psi)	30.0	CY					186.00	5,580							5,580		
Place Concrete	Material: Dowels & Reinforcement	1.0	LS					1,193.00	1,193							1,193		
Place Concrete	Material: Joint Filler	1.0	LS					200.00	200							200		
Place Concrete	Equipment: Concrete Saw	0.5	HR	1.00	0.5							200.00	100			100		
Stripping	Sub: Striping (Approx 80 LF)	1.0	LS					1,000.00		1,000							1,000	
SUBTOTAL								23,503	13,228	1,000	1,993	-	-	-	39,724			
OVERHEAD & PROFIT							w/ Unit Rates	-	2,116	160	w/ Unit Rates	-	-	-	2,276			
TOTAL															42,000			
Demuck and Stone		2.0	Days	8.00	16.0												5,286	
Excavation	Labor: Excavate	2.0	HR	2.00	4.0	477.00	1,908											1,908
Excavation	Equipment:	2.0	HR	1.00	2.0							219.00	438			438		
GAB	Labor: Place & Compact 4" GAB	3.0	HR	2.00	6.0	277.00	1,662											1,662
GAB	Material: GAB	6.0	CY					67.00	402							402		
GAB	Equipment:	0.5	Days	8.00	4.0							219.00	876			876		
SUBTOTAL								33,387	23,919	2,160	3,767	-	-	5,286				
OVERHEAD & PROFIT							w/ Unit Rates	-			w/ Unit Rates	-	-	714				
TOTAL														6,000				
TOTAL														48,000				



Public Services Committee

August 13, 2024

Off Premise Consumption Alcohol Licenses

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve directing the Planning and Development Department to provide data regarding alcohol licenses for off-premise consumption, specifically for package shops and liquor stores and to research the separation/distance requirements for off-premise alcohol consumption businesses. (Requested by Commissioner Stacy Pulliam)
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

Nancy Morawski

From: Natasha L. McFarley
Sent: Wednesday, August 7, 2024 4:37 PM
To: Nancy Morawski
Subject: FW: Agenda Item For Committee 8/13

Importance: High

From: Commissioner Stacy Pulliam <SPulliam@augustaga.gov>
Sent: Wednesday, August 7, 2024 11:59 AM
To: Lena Bonner <lbonner@augustaga.gov>
Cc: Natasha L. McFarley <nmcfarley@augustaga.gov>
Subject: Agenda Item For Committee 8/13

Great Afternoon Ms. Bonner,

Will you please add the following agenda item to 8/13

Motion to approve directing the Planning and Development Department to provide data regarding alcohol licenses for off-premise consumption, specifically for package shops and liquor stores, and to research the separation/distance requirements for off-premise alcohol consumption businesses.


Kind Regards,



Stacy Pulliam

STA

**Augus
Comm**

 762-

 spul

 Augu

Together v

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

AED:104.1



Public Services Committee

August 13, 2024

Bridget R. Lynch

Department:	N/A
Presenter:	N/A
Caption:	Consider a request by Ms. Bridget R. Lynch for a waiver of the fee for the use of the Augusta Commons for a fundraising event for The Fatty Marsha Foundation (501C3).
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

August 20, 2024

Reimburse the Mayor for expenditures

Department:	N/A
Presenter:	N/A
Caption:	Motion to reimburse the Mayor for expenditures that was incurred on behalf of Augusta Richmond County. (Requested by Commissioner Wayne Guilfoyle)
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

Lena Bonner

From: Commissioner Wayne Guilfoyle
Sent: Wednesday, August 14, 2024 6:11 PM
To: Lena Bonner
Subject: Mayor reimbursement expenditures

Mrs. Bonner, will you add this to the Commission agenda next Tuesday. Thank you Wayne G.

Motion to reimburse the Mayor for expenditures that was incurred on behalf of Augusta Richmond County.

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

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



Public Safety Committee

Meeting Date: 8/13/2024

Vendor Award – RFP 24-191 Janitorial Service for Augusta Fire Department Administration Building

- Department:** Fire
- Presenter:** Antonio Burden, Fire Chief/EMA Director
- Caption:** Motion to award RFP 24-191 Janitorial Service for Augusta Fire Department Administration Building to Immaculate Facilities Group, LLC and authorize the mayor to sign all appropriate documentation. The contract is for a two (2) year award with an option to extend for three (3) additional one (1) year terms.
- Background:** The Augusta Fire Department and Procurement Department have concluded the bid process for RFP 24-191 Janitorial Service for Augusta Fire Department Administration Building. Immaculate Facilities Group LLC was the most responsive bidder.
- Analysis:** Augusta, GA intends to enter into contract with Immaculate Facilities Group LLC to provide janitorial services at the Fire Administration Building located at 3117 Deans Bridge Rd. The initial term of the contract will be two (2) years with the possibility to extend for three (3) additional one (1) year terms.
- Financial Impact:** \$20,780 annually
- Alternatives:** None at this time.
- Recommendation:** Motion to award RFP 24-191 Janitorial Service for Augusta Fire Department Administration Building and authorize the mayor to sign all appropriate documentation.
- Funds are available in the following accounts:** 274034110-5222310
- REVIEWED AND APPROVED BY:** Antonio Burden, Fire Chief/EMA Director

**CONTRACT FOR JANITORIAL SERVICES
BETWEEN
AUGUSTA, GEORGIA, and IMMACULATE FACILITIES GROUP, LLC**

This Janitorial Services Contract is entered by, and between, Augusta, Georgia, a political subdivision of the State of Georgia, through its Board of Commissioners, whose address is 535 Telfair Street, Augusta, Georgia, 30901, hereinafter referred to as “Augusta,” and Immaculate Facilities Group, LLC, a domestic limited liability company, whose principal place of business is located at 630 Ellis Street, Suite 2-C, Augusta, Georgia 30901, hereinafter referred to as “Contractor.”

WHEREAS, Augusta desires to engage a qualified and experienced Contractor to provide janitorial services for Augusta Fire Department facilities, as specified in RFP #24-191; and

WHEREAS, Contractor responded to Bid Item #24-191, and has represented to Augusta that it has the requisite experience and qualifications to provide the services required therein; and,

WHEREAS, Augusta has relied on Contractor's representations and response to Bid Item #24-191, and selected Contractor as the most responsible and responsive proposer based on its submittal;

NOW, THEREFORE, in consideration of the foregoing provisions contained herein and the mutual benefits derived therefrom, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Contractor and Augusta agree as follows:

1. **Term**. This Contract shall commence as of the date executed by Augusta (“Commencement Date”) and shall have an initial term of two (2) years. Thereafter, this Contract may be extended for three (3) additional one (1) year terms, unless either party provides notice of termination at least ninety (90) days prior to the end of the then current term. This contract shall: (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31st at 11:59p.m., as required by O.C.G.A §36-60-13, as amended, unless sooner terminated in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, at 12:00 a.m., unless terminated in accordance with the termination provisions of this contract; and (iii) terminate absolutely, with no further renewals, five (5) years from Commencement Date.

2. **Description of Services**. In consideration of the compensation received under this Contract, Contractor will provide janitorial services and supplies for the Augusta Fire Department Administration Building, located at 3117 Deans Bridge Road, Augusta, Georgia 30906, as specified in RFP #24-191 and Contractor’s submittal thereto.

3. **Compensation.** Contractor's rate of compensation will be twenty thousand, seven hundred, eighty dollars and twenty-eight cents (\$20,780.28) annually, as outlined on the bid form, attached hereto as Exhibit A, "Fee Proposal."

Augusta shall pay Contractor one thousand, seven hundred, thirty-one dollars and sixty-nine cents (\$1,731.69) monthly, applicable taxes included, provided Contractor's work is performed to standards and all other conditions for payment are met. Said payment is inclusive of all expenses incurred by Contractor to provide the required services outlined in RFP 24-191. No additional money will be paid by Augusta in association with the execution of this project outside of the agreed upon fee proposal.

4. **Payments:** On the condition that Contractor has accomplished the required services outlined in RFP 24-191 to the satisfaction of Augusta's Fire Department, payments shall be made to Contractor within thirty (30) days from receipt of properly documented invoices, as determined by the Janitorial Services Required Schedule. Contractor shall provide an invoice that provides detailed billing for services provided no later than ninety (90) calendar days after the date the services have been rendered. Invoices for basic services, based on Contractor's services, as rendered, shall be submitted at the end of each monthly billing period. Invoices received ninety (90) calendar days after the services have been rendered may be considered null and void. Invoices shall reference the purchase order number assigned to this contract.

Invoices shall be addressed as follows:

Augusta Fire Department Fire Administration
3125 Dean's Bridge Road
Augusta, GA 30906

Notwithstanding anything in RFP24-191, or Contractor's proposal, Augusta shall have the right to withhold or deduct payments in the event of Contractor's non-performance. Payments will be considered timely if made by Augusta within 30 days of receipt of a properly itemized invoice.

5. **Supervision/Employees.** Contractor will perform all work under this contract with its own employees and will assign a supervisor who will oversee the work performed under this contract, and of whom shall have authority to represent Contractor in dealing with AFD's authorized representative(s). The name, address, and telephone number of the supervisor shall be furnished to AFD's authorized representative(s). Contractor shall ensure the following:
- a) All employees working under this Contract will be required to have had and passed background checks prior to working on Augusta Fire Department's sites. A copy of such

background check shall be provided to Augusta if it includes a felony conviction, and the Contractor intends to employ the individual on site. Augusta reserves the right to request copies of all background checks on employees or subcontractors.

- b) All subcontractors employed by Contractor to work on any Augusta site, must be approved by Augusta, and are subject to background verification.
- c) Contractor shall prohibit his/her employees or subcontractors from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official city business.
- d) Contractor is responsible for the security of the facility during the performance of these services and shall ensure that all facility exterior doors remain locked during his/her work hours and upon Contractor's departure from the facility.
- e) Contractor will ensure that industry accepted safe practices are followed in performance of its work, including but not limited to, placing appropriate signage warning of wet or newly waxed floors and labeling of containers containing chemicals. After each period of cleaning and other services, the areas shall be inspected for fire hazards, unnecessary lights shall be turned off, and outside doors and windows closed and locked.
- f) Contractor hereby accepts responsibility for all key cards or keys issued to Contractor. Contractor agrees that no duplicate key cards or keys will be made and Contractor acknowledges it is responsible for returning all key cards and/or keys that may have been provided to Contractor and/or its employees or subcontractors who terminate services with Contractor. Should Contractor fail to return any key cards or keys issued, Contractor will be responsible for all costs associated with ensuring the security of the building as a result of its failure to return any of the key cards or keys issued, including, but not limited to, re-keying and/or reprogramming of the key card/security system.
- g) Contractor shall prohibit small children from being on the premises during the time services are being performed.
- h) By mutual agreement between Augusta and Contractor, appropriate action will be taken concerning employees that disregard the contents of the foregoing subparagraphs who are incompetent, careless and/or insubordinate, or who do not exhibit proper dress and decorum expected in city owned facilities. Augusta may require Contractor not to assign any worker it deems incompetent, careless, insubordinate, or otherwise objectionable to perform on Augusta's jobs/sites.

Contractor shall comply with all applicable federal, state, and local laws and codes regarding work conditions, hours of employment, overtime regulations, methods and rates of pay and any other regulations regarding employer-employee relationships.

- 6. **Hours of Work:** Janitorial services shall be performed starting after 5:00 P.M., and completed before 7 A.M., Monday through Saturday, each week, unless otherwise specified herein. Services shall not be performed in the office areas during office hours except by express

written permission of Augusta. Upon request, a responsible representative of Contractor shall be available during office hours for joint inspection of the premises, consultation and/or receipt of instructions.

7. **Equipment and Supplies.** Unless otherwise specified herein, Contractor shall provide supplies, including, but not limited to, all soaps, paper products, cleaning agents and plastic trash bags as stated in RFP # 24-191. Augusta will provide a janitorial closet for Contractor's use. Contractor shall supply all necessary tools, equipment, waxes, strippers, cleaners, brooms, mops, buckets, buffers and all other tools and supplies. Materials shall be first quality, shall give good service, and shall give results satisfactory to Augusta.
8. **Drug-Free Workplace.** Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace program, in accordance with the with the Georgia Drug-Free Workplace Act as provided in O.C.G.A Section 50-24-1 et seq., throughout the duration of this contract.
9. **Non-Discrimination.** The Contractor shall comply with all federal and state non-discrimination laws, regulations, and policies in the administration of this contract.
10. **Non-Compliance with Non-Discrimination Laws.** In the event of Contractor's non-compliance or refusal to comply with any non-discrimination law, regulation, or policy in the administration of this contract, this contract may be rescinded, cancelled, terminated in whole or in part, and Contractor may be declared ineligible for further contracts with Augusta. The Contractor shall, however, be given a reasonable time in which to cure such non-compliance.
11. **Subcontracting.** The Contractor shall not enter subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from Augusta.
12. **Assignment.** The Contractor shall neither assign this contract, nor any claim arising under this contract, without the written consent of Augusta.
13. **Adverse or Disparaging Comments.** Contractor understands that community trust is integral to Augusta's Fire Department's mission and, as such, agrees to not engage in unlawful activities or make comments on equipment, personnel, or Augusta that a reasonable person would perceive as adverse or disparaging to Augusta and/or its Fire Department.
14. **Non-Exclusivity.** Nothing contained in this contract shall be construed to limit in any way Augusta's right to contract for the same or similar services for which the Contractor is engaged

hereunder during the term of this contract, including, but not limited to any compensation as Augusta may in its sole discretion deem appropriate. Nothing contained in this contract shall be construed to limit in any way Contractor's right or ability to make its services available to the public during the term of this contract, or to enter contracts or other agreements with any other individual or entity.

15. **Insurance Coverage.** Prior to commencing service, Contractor shall obtain at least the minimum insurance coverage as specified herein. Said insurance is to be paid for and kept in force by Contractor throughout the effective term of this Contract. Upon execution, Contractor is required to provide evidence of insurance coverage, endorsed as specified herein, to Augusta.
- a. **General Liability:** Commercial General Liability or Comprehensive General Liability insurance on "occurrence" form, having a combined single limit coverage of not less than \$1,000,000 (one million dollars) or more as may be required by Customer, and endorsed to include contractual liability, personal injury, completed operations, and broad form property damage liability, insuring Subcontractor against liability arising out of the business operations of Contractor and services(s) to be performed under this Contract. Contractor agrees that should aggregate limits of liability be reduced due to loss or claims, such aggregate limits will be restored to the minimum stated in the provision. The coverage's, provisions, and limitations of said policy will not limit liability of Contractor. If, in the reasonable opinion of Augusta, the amount of liability coverage required is not adequate, or specific Customer requirements raises such limits, Contractor will increase said insurance limit, as required by Customer or Augusta, and provide evidence of such increased coverage to Augusta.
 - b. **Automobile Liability:** Combined single limit of not less than \$1,000,000 (one million dollars) which shall include owned motor vehicles, non-owned motor vehicles, and hired motor vehicles and will insure against death or injury to persons and property damage caused by Contractor in the course and scope of providing services.
 - c. **Worker's Compensation:** Worker's Compensation in accordance with the laws of the State of Georgia.
 - d. **Blanket Fidelity Bond:** Fidelity Bond against liability for theft in the amount of \$2,500 or higher, for any one theft.

All policies of insurance required under this paragraph will provide that they may not be canceled, nor the coverage materially changed, without thirty (30) days prior written notice to Augusta. The policies of insurance for General and Motor Vehicle Liability will name Augusta as an additional insured, will be, and so state, that Augusta is primary, and that Augusta will incur no liability.

16. **Licensing, Accreditation, and Registration.** Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for the performance of this contract.
17. **Responsibilities.** Contractor will adhere to the information submitted in Bid Item #24-191. Contractor shall converse monthly with Augusta's Contract Administrator, or its designee, to ensure that Augusta is satisfied with Contractor's level of service.
18. **Specified Excuses for Delay or Non-Performance.** Neither Party will be liable for delays in performing its obligations under this Contract to the extent that the delay is caused by Force Majeure; provided, however, that within thirty (30) business days of the Force Majeure event, the Party whose performance is delayed provides the other Party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. Force Majeure events shall include, but shall not be limited to; fire, riot, strike, lockout, war, civil commotion, accident, breakdown of plant or machinery, flood, labor unrest, acts of God, declared epidemics/pandemics (excluding COVID-19), omissions or acts of public authorities, or changes in law, regulations, or policies of the Government. In any such event, the contract price and schedule shall be equitably adjusted.
19. **Defective Pricing.** To the extent that the pricing provided by Contractor is erroneous and/or defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
20. **Georgia Prompt Pay Act.** The terms of this contract supersede all provisions of the Georgia Prompt Pay Act.
21. **Advance Payments Prohibited.** No payment in advance of, or in anticipation of, services to be provided under this Contract, shall be made by Augusta.
22. **Prohibition Against Contingent Fees.** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that Contractor has not received any non-Augusta fee related to this Contract, without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Contract without liability, or at its discretion, and to deduct from the contract price, the full amount of such commission, percentage, brokerage, or contingent fee.

23. **Rights and Obligations.** All rights and obligations of the parties to this Contract will be subject to, and governed by, the terms of this Contract, Bid Item #24-191 and attachments hereto. In the event of inconsistencies with the terms of this Contract and/or other documents, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Bid Item #24-191 and (2) this Contract, including any attachments/exhibits.
24. **Changes and Modifications.** Subject to provisions outlined herein, any change or modification to this Contract must be in writing and signed by both parties.
25. **Independent Status of Augusta and Contractor.** The parties to this Contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor will not hold himself/herself out as, nor claim to be an officer or employee of Augusta by reason of this Contract.
26. **Termination:** This contract may be terminated, in whole or in part, without cause, by either party, by providing sixty (60) days written notice to the affected party. Contractor shall be paid for any validated services under this contract up to the time of termination.

This contract will terminate immediately, and absolutely, at such time as appropriated, and otherwise unobligated, funds are no longer available to satisfy the obligations of Augusta.

27. **Termination for Cause & Procedures:** This contract may be terminated by either party for the following conditions,
- a. Failure of either party to perform under the terms of this contract. In such case, the aggrieved party shall notify the other party, in writing, via certified mail, of such failure and demand that the same be remedied within five (5) calendar days of receipt of said notice. Should the defaulting party fail to remedy same within said period, the other party shall then have the right to terminate this contract by giving the other party ten (10) calendar days' written notice.
- Performance failure can be defined as, but is not limited to, failure to provide any of the conditions of the specifications or special conditions of bid.
- b. After receipt of notice of termination, and except as otherwise directed by Augusta, the Contractor shall:
 - i) Stop work under this Contract on the date and to the extent specified in the notice.

- ii) Place no further orders for materials, services or facilities, except as may be necessary for completion of such portion of this Contract, as if not terminated.
- iii) Complete performance of any part of this Contract not terminated by Augusta.
- iv) Take all action as may be necessary, or as Augusta may direct, for the protection and preservation of the property of Augusta, which is in Contractor's possession.

Unless otherwise provided in this contract, Augusta shall pay Contractor the agreed upon price for services provided to Augusta prior to the effective date of termination, unless the termination is for cause, in which case Augusta shall determine the extent of liability. Augusta may withhold from any amounts due to Contractor for services, such a sum as Augusta determines to be necessary to protect it against potential loss or liability. The rights and remedies of Augusta provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- c. All notices of performance failure must be submitted in writing to Augusta's Procurement Department, 535 Telfair Street, Suite 605, Augusta, GA 30901. The Procurement Department shall be the final authority for all performance resolutions.

28. Treatment of Assets.

- a. Title to all property furnished by Augusta shall remain with Augusta.
- b. Title to all property furnished by Contractor shall remain with Contractor.
- c. Any property of Augusta furnished to Contractor shall, unless otherwise provided herein, be used only for the performance of this Contract during the period the Contract is in force.
- d. The Contractor shall be responsible for any loss or damage to property of Augusta (including all related expenses,) which results from the act, omission, or negligence of Contractor.
- e. Upon the loss or destruction of, or damage to, any Augusta Property, Contractor shall notify Augusta thereof and shall take all reasonable steps to protect the property from further damage.
- f. Contractor shall surrender to Augusta all property of Augusta prior to settlement, upon completion, termination, or cancellation of this contract.

- 29. Indemnification.** To the fullest extent of the Law, Contractor shall protect, indemnify, hold harmless and save Augusta and its employees, agents, officers, and directors from and against all liabilities, claims, suits, demands, damages, losses, expenses, including attorney fees, arising out of, or resulting from, the performance of its work under this contract. Contractor shall be responsible for any damage caused by its employees to Augusta property, equipment and/or fixtures, and shall provide all repairs/replacements as appropriate, and at no cost, to Augusta. Such an obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist in the absence of this contract.

30. **Open Records Act.** Notwithstanding anything contained herein, the parties acknowledge that Augusta is required to comply with Georgia's Open Records Act (O.C.G.A. §50-18-70 et seq.) with respect to the inspection of all public records not specifically exempted under such Act. Contractor shall cooperate fully in responding to such request and make all records not exempt, available for inspection and/or copying as provided by law. The parties agree that a disclosure by Augusta pursuant to such Act shall not be a violation of the provisions of this Contract.
31. **Records, Documents, and Audits.** Contractor will retain all books, records, documents, and other materials relevant to this contract for five (5) years after each Contract year to make them available at all reasonable times for inspection, review, or audit by Augusta or other personnel authorized by Augusta. Contractor's records that are subject to audit, shall include, but is not limited to, job tickets, itemized materials slips, and the detailed time records an rate of pay documents, for any employee whose time is billed to Augusta for services rendered.
32. **Safeguarding of Information:** The use or disclosure by Contractor of any information obtained because of its performance under this Contract concerning Augusta for any purpose not directly connected to the administration of Contractor's responsibilities with respect to services provided under this Contract, is prohibited, except by written consent of Augusta.
33. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared severable.
34. **Waiver.** Waiver of any breach of any provision of this Contract shall not be considered a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Contracting Officer, and attached to the original Contract.
35. **Temporary Suspension or Delay of Performance of Contract.** To the extent that it does not alter the scope of this Contract, Augusta may unilaterally order a temporary stopping of the work, or delay the work, to be performed by Contractor under this Contract.
36. **Governing Law and Jurisdiction.** This Contract shall be construed and interpreted in accordance with the laws of the State of Georgia. All claims, disputes, and other matters in question between Augusta and Contractor arising out of, or relating to, the Contract or its breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. By

executing this Contract, Contractor specifically consents to jurisdiction and venue in Richmond County, Georgia, and waives any right to contest same.

37. E-Verify. Pursuant to O.C.G.A. §13-10-91, Contractor will execute an Affidavit verifying and stating affirmatively that it has registered with, and is participating, in a federal work authorization program. Contractor will provide its E-Verify number to Augusta, and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91 and shall continue to use the federal authorization program throughout the contract term.

Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia, it will secure from each subcontractor(s), each subcontractor's E-Verify number as evidence of verification, and in compliance with O.C.G.A §13-10-91, on the subcontractor affidavit as provided in Rule 300-10-01-08, or a substantially similar form. Contractor further agrees to maintain records of such compliance and to provide a copy of each such verification to Augusta at the time the subcontractor(s) is retained to perform such physical services.

38. Local Small Business: In accordance with Chapter 10B of the Augusta, Georgia, Code, Contractor expressly agrees to collect and maintain all records necessary for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augusta.gov. in accordance with Augusta, Georgia Code §1-10 129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such report(s) within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth herein, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

39. Acknowledgment: Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may require the legislative

authorization of Augusta's Board of Commissioners. Under Georgia Law, Contractor is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, under a contract that has not received proper legislative authorization, or if the Contractor provides goods or services to Augusta more than 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 Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta and waives all claims to payment for the provision of such unauthorized goods or services however characterized, including, without limitation, all remedies at law or in equity.

40. **Entire Agreement:** Bid Item #24-191, and this Contract, contain all the terms and conditions agreed upon by the parties. All items incorporated in this Contract by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be considered to exist or to bind any of the parties to this Contract unless otherwise stated in this Contract.

{SIGNATURES ON THE FOLLOWING PAGE}

EXHIBIT A

Fee Proposal

The fee proposal should include all expenses associated with providing the required services. No additional expenses will be paid by Augusta, Georgia in association with the execution of this project outside of the agreed upon fee proposal.

Monthly Fee: \$1,731.69 /Monthly

Total Annual Lump Sum:
Monthly Fee X 12 months \$ 2 0, 7 8 0 . 2 8 Annual

SUBMITTED BY:

NAME: James Alexander, President

and CEO COMPANY: Immaculate

Facilities Group LLC ADDRESS: 630

Ellis Street, Suite 2C

CITY/STATE: Augusta, GA 30901

TELEPHONE NO.: 706-524-6608 FAX NO.: — — — — —

EMAIL: ifg@ifg-us.com

Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 24-191-Janitorial Services for the Augusta Fire Department Administration Building - Fee Proposal

RFP 24-191Janitorial Services for the Augusta Fire Department Administration Building
RFP Due: Wednesday, May 22, 2024 @ 11:00 a.m.

Request for Proposals

Request for Proposals will be received at this office until **Wednesday, May 22, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: **847 9198 1683; Passcode: 24191** for furnishing:

RFP Item #24-191 Janitorial Services for the Augusta Fire Department Administration Building for Augusta, GA – Fire Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Proposal Conference will be held on Monday, May 6, 2024 @ 2:00 p.m. Via Zoom Meeting ID: 870 3129 6019; Passcode: 24191. Optional Site Visit will be held on Tuesday, May 7, 2024; please contact Lerone Beasley at (706) 821-2911, in advance.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, May 8, 2024 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle April 11, 18, 25, 2024 and May 2, 2024
Metro Courier April 11, 2024

Revised: 3/22/21



**RFP Item #24-191 Janitorial Services for the Augusta Fire Department
Administration Building
for Augusta, GA – Fire Department
RFP Due: Wednesday, May 22, 2024 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 43
 Total Number Specifications Download (Demandstar): 13
 Total Electronic Notifications (Demandstar): 134
 Georgia Procurement Registry:
 Total packages submitted: 6
 Total Noncompliant: 2

VENDORS	Attachment "B"	E-Verify	Save Form	Fee Proposal	Original	7 Copies
Executive Janitorial Svc 3070 Damascus Rd Ste F Augusta, GA 30909	YES	240034	YES	YES	YES	NO Non-Compliant
Immaculate Facilities Group LLC 630 Ellis Street, Sute 2C Augusta, GA 30901	YES	570929	YES	YES	YES	YES
T & R Lawncare Services, LLC 646 Dunrobin Lane Grovetown, GA 30813	YES	2452988	YES	YES	YES	YES
Jack's Royalty Cleaning, LLC 1913 Lobelia Ln Augusta, GA 30906	YES	2436907	YES	YES	YES	YES
Peoples and Peoples Consulting LLC 4310 Saba Drive Evans, GA 30809	NO Non-Compliant	1631883	YES	YES	YES	YES
Jani-King of Augusta 3665 Wheeler Road Suite 1-A Augusta, GA 30909	YES	332901	YES	YES	YES	YES



**RFP Opening: RFP Item #24-191 Janitorial Services for Augusta Fire Dept. Administrative Building
for Augusta, GA – Augusta Fire Department
Evaluation Date: Thursday, June 13, 2024 @ 11:00 a.m. via ZOOM**

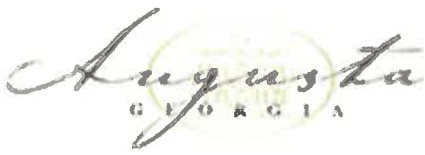
Vendors			Jani-King of Augusta 3665 Wheeler Road Suite 1-A Augusta, GA 30909	Immaculate Facilities Group LLC 630 Ellis Street, Sute 2C Augusta, GA 30901	T & R Lawncare Services, LLC 646 Dunrobin Lane Grovetown, GA 30813	Jack's Royalty Cleaning, LLC 1913 Lobelia Ln Augusta, GA 30906	Executive Janitorial Svc 3070 Damascus Rd Ste F Augusta, GA 30909	Peoples and Peoples Consulting LLC 4310 Saba Drive Evans, GA 30809	Jani-King of Augusta 3665 Wheeler Road Suite 1-A Augusta, GA 30909	Immaculate Facilities Group LLC 630 Ellis Street, Sute 2C Augusta, GA 30901	T & R Lawncare Services, LLC 646 Dunrobin Lane Grovetown, GA 30813	Jack's Royalty Cleaning, LLC 1913 Lobelia Ln Augusta, GA 30906	Executive Janitorial Svc 3070 Damascus Rd Ste F Augusta, GA 30909	Peoples and Peoples Consulting LLC 4310 Saba Drive Evans, GA 30809
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)						Weighted Scores					
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)											
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	FAIL	FAIL	PASS	PASS	PASS	PASS	FAIL	Fail
2. Qualifications & Experience	(0-5)	20	3.5	5.0	0.0	3.0			70.0	100.0	0.0	60.0		
3. Organization & Approach	(0-5)	15	3.0	4.0	0.0	3.0			45.0	60.0	0.0	45.0		
4. Scope of Services (15 points) - Provide details on your approach to the Scope of Services (Section III) to include your organizations experience and ability to provide the following item: Include details on your organization and approach to include the following: a. Contractor shall be required to provide the minimum Janitorial Services outlined in the Janitorial Services Required Schedule. b. The Contractor's plan should indicate there are sufficient personnel and equipment in order to execute the minimum requirements as set out in Janitorial Services Required Schedule c. Contractor's understanding of the work to be completed and project approach. d. Management plan and estimated personnel to complete the task.	(0-5)	15	3.5	4.0	1.5	3.0			52.5	60.0	22.5	45.0		
5. Schedule of Work	(0-5)	10	4.0	4.0	1.5	4.0			40.0	40.0	15.0	40.0		
6. References	(0-5)	5	4.0	4.0	0.0	4.0			20.0	20.0	0.0	20.0		
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)														
Within Richmond County	5	10	5.0	5.0		5.0	5.0		50.0	50.0	0.0	50.0		
Within CSRA	5	6			5.0				0.0	0.0	30.0	0.0		
Within Georgia	5	4							0.0	0.0	0.0	0.0		
Within SE United States (includes AL, TN, NC, SC, FL)	5	2							0.0	0.0	0.0	0.0		
• All Others	5	1							0.0	0.0	0.0	0.0		
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			23.0	26.0	8.0	22.0	5.0		277.5	330.0	67.5	260.0		
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
8. Presentation by Team	(0-5)	10							0.0	0.0	0.0	0.0		
9. Q&A Response to Panel Questions	(0-5)	5							0.0	0.0	0.0	0.0		
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)									Cost/Fee Proposal Consideration					
Lowest Fees	5	10		5.0					0.0	50.0	0.0	0.0		
Second	5	6	5.0						30.0	0.0	0.0	0.0		
Third	5	4				5.0			0.0	0.0	0.0	20.0		
Forth	5	2							0.0	0.0	0.0	0.0		
Fifth	5	1							0.0	0.0	0.0	0.0		
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	0.0	5.0	0.0		30.0	50.0	0.0	20.0		
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered)														
Total Cumulative Score (Maximum point is 500)			28.0	31.0	8.0	27.0	5.0		307.5	380.0	67.5	280.0		

Internal Use Only

Evaluator: Cumulative Date: 6/13/24

Procurement Department Representative: Nancy Williams

Procurement Department Completion Date: 6/13/24



Fire Department/ Emergency Management Agency
Antonio Burden, Fire Chief/EMA Director



June 17, 2024

Ms. Geri Sams, Procurement Director

RE: RFP 24-191 Janitorial Services for Augusta Fire Admin Building

Dear Ms. Sams:

After careful review and scoring of the bid packages submitted for RFP 24-191 Janitorial Services for Augusta Fire Admin Building with our committee, and Procurement staff, Immaculate Facilities Group LLC submitted the most responsive proposal. I would like to recommend the award of this contract to Immaculate Facilities Group LLC.

If you should have any questions or require further information, do not hesitate to contact me at 706-821-4230.

Sincerely,

Antonio Burden, Fire Chief/EMA Director

WHITE GLOVE TEST
CLEANING SERVICE
1615 HAMPTON AVE. WAY
AIKEN, SC 29801

RICK'S CLEANING SERVICE LLC
3188 LEXINGTON WAY
AUGUSTA, GA 30909

PATTERSON-BROWN & ASSOC.
3452 CAMAK DRIVE
AUGUSTA, GA 30909

AMERICAN FACILITY SERVICES
1325 UNION HILL IND CT
SUITE A
ALPHARETTA, GA 30004

DIAMOND SHINE SERVICE
2208 SUNNY DAY DRIVE
HEPHZIBAH, GA 30815

CSRA CUSTODIAL SPECIALISTS
2709 OAKLAND AVENUE
AUGUSTA, GA 30909

DYNAMIC CLEANERS
821 12TH STREET
AUGUSTA, GA 30901

ALLIED BUILDING SERVICES INC.
109 VETERANS LANE
MCCORMICK, SC 29835

DYNAMIC CLEANERS
821 12TH STREET
AUGUSTA, GA 30901

FRIENDS, INC.
P. O. BOX 1972
HEPHZIBAH, GA 30815

Fresh and Clean
5555 Glenridge Connector, Suite 200
Sandy Springs, Ga 30342

JANI-KING OF AUGUSTA
3665-WHEELER ROAD, STE 1A
AUGUSTA, GA 30909

JANITORIAL SOLUTIONS
1037 RIVER RIDGE DRIVE
AUGUSTA, GA 30909

JAN-PRO
211 PITCARIN WAY
AUGUSTA, GA 30909

LESUER CLEANING SERVICES
3110 ABELIA DRIVE
AUGUSTA, GA 30906

ICS, INC
1110 SATELITE BLVD, STE 403
SUWANEE, GA 30024
(RETURNED MAIL)

M & M MANAGEMENT
3114 AUGUSTA TECH DRIVE
SUITE 403
AUGUSTA, GA 30906

A-KUSTOM CLEANING CO.
3567 CRAWFORDVILLE DR.
AUGUSTA GA 30909

CORBROOK LLC
530 CHURCH STREET, SUITE 404
NASHVILLE, TN 37219

PRESCOTT INDUSTRIES
2404 OLD SAVANNAH ROAD
AUGUSTA, GA 30906

RITE CLEANING SERVICE
205 JAPONICA AVENUE
AUGUSTA, GA 30901

CEOCLEANING
ATTN: VALERIE WIGGINS
2108 MONCRIEFF STREET
AUGUSTA, GA 30906

EXECUTIVE CLEANING INC.
P.O. BOX 1375,
MILLEDGEVILLE, GA 31061

CSRA BIO-CARE LLC
1003 GRINDSTONE CREEK
HEPHZIBAH GA 30815

RFP Item # 24-191
Janitorial Services for Augusta Fire
Department Administration Building –
Fire Department DUE:

RFP Item # 24-191
Janitorial Services for Augusta Fire
Department Administration Building –
Fire Department DUE:

Pg 1 of 2

SCRUBBING BUDDIES
205 BAREFIELD COURT
HEPHZIBAH, GA 30815

GNC Cleaning
Attn. Gregory Boyd
1718 Sand Ridge Drive
Augusta, Ga. 30909
(Returned Mail)

BIG HEAD FLOOR MASTERS
4321 PARKWOOD DRIVE
AUGUSTA, GA 30906

THE ULTIMATE MAID
ATTN: LEON MABEN
1306 11TH STREET
AUGUSTA, GA 30901

EASTER SEALS
1500 WRIGHTSBORO ROAD
AUGUSTA, GA 30904

CEOCLEANING
2108 MONCRIEFF STREET
AUGUSTA, GA 30906

TRIBOND, LLC
1239 CABOT'S DR,
AUBURN, GA 30011

EXECUTIVE JANITORIAL SERVICES
3070 DAMASCUS ROAD, SUITE F
AUGUSTA, GA 30909

IMAGANN CLEANING SERVICES
2640 LITHONIA INDUSTRIAL BLVD
LITHONIA, GA 30058

SMILE CLEANING
PO BOX 2951
AUGUSTA GA 30914

G & C CLEANING
1718 FAIRWOOD DRIVE
AUGUSTA, GA 30909

IMBUE CLEANING SOLUTIONS LLC
ATTN: JERMEZ WASHINGTON
2397 RICHWOOD DRIVE
AUGUSTA GA 30906

SMILE CLEANING
2230 RALEIGH DRIVE,
AUGUSTA, GA 30904

JAN-PRO
105 ROSSMORE PL
AUGUSTA, GA 30909

PIIP INC
2522 PATE AVENUE
AUGUSTA, GA 30906

THE ULTIMATE MAID
ATTN: LEON MABEN
1306 11TH STREET
AUGUSTA, GA 30901

THE ULTIMATE MAID
1306 11TH STREET
AUGUSTA, GA 30901

ALLIED BUILDING SERVICES INC.
109 VETERANS LANE
MCCORMICK, SC 29835

IMMACULATE FACILITIES GROUP, LLC
360 BAY STREET, STE 140
AUGUSTA, GA 30901
(RETURNED MAIL)

Peoples & Peoples Consulting, LLC
Attn: Willie C Peoples Jr CEO
4310 Sabal Drive
Evans, GA 30809

GB Dogs Janitorial Services
2116 Sanders Road
Augusta, GA 30906

Lerone Beasley
Fire Department

Antonio Burden
Fire Department

Phyllis Johnson
Compliance Department

RFP Item # 24-191
Janitorial Services for Augusta Fire
Department Administration Building –
Fire Department
DUE May 22, 2024 @ 11:00 a.m.

RFP Item # 24-191
Janitorial Services for Augusta Fire
Department Administration Building –
Fire Department DUE:

T & R Lawncare Services
Attn: Connie Williams
646 Dunrobin Lane
Grovetown, GA 30813

Planholders


Add Supplier

Export To Excel

Supplier (13)

Supplier 

Download Date

Carter 1 Enterprises LLC	05/21/2024	
Complete Contract Consulting	04/16/2024	
ConstructConnect	04/13/2024	
Contractors Enterprises, Inc.	05/17/2024	
Do It All Cleaning Services LLC.,	04/11/2024	
Dodge Data	04/11/2024	
Exquisite Catering by Robert	05/21/2024	
IFG	04/25/2024	
In Touch Reno LLC	04/26/2024	
KDS EXPRESS LLC	05/09/2024	
Onvia, Inc. - Content Department	04/11/2024	
RYZE UP2 IT SERVICES	04/16/2024	
spotless janitorial	05/07/2024	

Add Supplier

Supplier Details

Supplier Name	Carter 1 Enterprises LLC
Contact Name	Latoya Hill
Address	3355 Lenox Rd Suite 750 , Atlanta, GA 30326
Email	tf.carter1enterprise@gmail.com
Phone Number	678-499-0829

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, April 11, 2024 4:45 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000051

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2024-000000051
Event Title: 24-191 Janitorial Services for the Augusta Fire Dept. Administration Bldg.
Event Type: Non-State Agency

Process Log

2024/04/11 16:35:24 : Log starts for - 11103711 - EVENT_RELEASE_TO_SUPL
2024/04/11 16:35:26 : Email Process Log for the Event#: PE-72155-NONST-2024-000000051
2024/04/11 16:35:26 : Email Batch# 2404118124
2024/04/11 16:35:26 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/04/11 16:38:12 : Bad Email not sent to D&D95@BELLSOUTH.NET of D&D IMAGE MAINTENACE SEALING&STRIPING
2024/04/11 16:44:48 : Total No of Contacts found for sending Email: 1573
2024/04/11 16:44:48 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000051&sourceSystemType=gpr20>

04/11/2024 04:44:48 PM

[NOTICE: This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

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 Safety Committee

Meeting Date: August 13, 2024

Juvenile Court Delinquency Prevention Grant

- Department:** Juvenile Court
- Presenter:** Nolan Martin, Superior Court Administrator
- Caption:** Motion to approve the acceptance of an increase of **\$18,790** to the Delinquency Prevention Grant previously awarded to the Juvenile from the Criminal Justice Coordination Council.
- Background:** The Richmond County Juvenile Court was awarded an additional **\$18,790** to increase the **\$40,000 Delinquency Prevention Grant** previously awarded for FY24 to fund the Strengthening Families Program
- Analysis:** N/A
- Financial Impact:** No Match Required.
- Alternatives:** N/A
- Recommendation:** N/A
- Funds are available in the following accounts:** Will increase budget in grant account 220-02-2661.
- REVIEWED AND APPROVED BY:** N/A

[EXTERNAL] Request for Additional Funds- DP Grant

Chelsea Benson <chelsea.benson@cjcc.ga.gov>

Mon 6/17/2024 12:29 PM

To: DaCara Brown <DBrown@augustaga.gov>; Audrey Armistad <AArmistad@augustaga.gov>; Nancy He <MHe@augustaga.gov>

Cc: Haley Mckinney <haley.mckinney@cjcc.ga.gov>

Afternoon!

The Council meeting took place last week, where all submitted requests for additional funding were reviewed. Please see below for details regarding Richmond's request.

- Request in the amount of \$43,660 to provide 2 additional cohorts of SFP 7-17 and a SFP Training.
 - The Council **approved** the amount of \$18,790 to fund one additional cohort and staff to join a training that SFP has scheduled.
 - The Council **did not approve** the remaining request amount of \$24,870.

Haley will be reaching out with the SAR approval and an updated SER reflecting the additional funds approved. Additionally, we will need an updated budget detail worksheet that includes the approved additional funding amount and line items.

Please let us know if you have any questions.

Best,
Chelsea

Chelsea Benson

Lead Model Fidelity Coordinator, Juvenile Justice

[Criminal Justice Coordinating Council](#)

104 Marietta St. NW, Suite 440, Atlanta, GA 30303

O: 404.657.1956 | D: 404.654.1737 | VRI: 404.902.8826



[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on **links**, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]



Public Safety Committee

Meeting Date: 07/30/2024

Award of RFP #24-167 for Next Generation 9-1-1 GIS Support

- Department:** Information Technology
- Presenter:** Evelyn Chanti, GIS Manager
- Caption:** Motion to approve award of a Professional Services Agreement for Next Generation 9-1-1 Geographic Information System support under RFP #24-167 to Mission Critical Partners, LLC, in the amount of \$104,480.00 and approve transfer from E911 fund balance to the 2024 E911 operating budget in the amount of \$24,480.00 for the project.
- Background:** Next Generation 9-1-1 (NG9-1-1) is a national initiative to update 9-1-1 system technology and support a high level of interoperability across jurisdictions. Geographic Information System (GIS) data and mapping applications are a critical component of emergency dispatch. The National Emergency Number Association has therefore set national GIS data standards to support NG9-1-1. Augusta is striving to ensure our datasets meet these requirements for high precision and quality. This project will engage consultants with NG9-1-1 expertise to validate Augusta’s data, perform any necessary remediation, and refine procedures to maintain the accuracy and completeness of GIS data used by 911 and our public safety agencies.
- Analysis:** The Procurement Department issued RFP #24-167 for this project. A committee including representatives from the E911 and Information Technology Departments evaluated the received proposals. After evaluation, Mission Critical Partners, LLC was determined to be the best, most responsive proposer.

As a companion item, the E911 Emergency Services Department is requesting Commission approval to utilize and transfer \$24,480.00 from the E911 Fund Balance to the 2024 operating budget. The fund balance utilization for the project and services within RFP #24-167 is an allowable expenditure of E911 reserve funds per Georgia Code 46-5-134.
- Financial Impact:** The total cost of the project is \$104,480.00, to be shared as follows: \$80,000.00 from the Information Technology 2024 capital budget and \$24,480.00 from E911 fund balance.
- Alternatives:** Do not approve and cancel the project.

Recommendation: Approve award of a Professional Services Agreement for Next Generation 7-1-1 Geographic Information System support under RFP #24-167 to Mission Critical Partners, LLC, in the amount of \$104,480.00 and approve transfer from E911 fund balance to the 2024 E911 operating budget in the amount of \$24,480.00 for the project.

Funds are available in the following accounts: 272015410-5212999; E911 fund balance

REVIEWED AND APPROVED BY:



PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MISSION CRITICAL PARTNERS, LLC
AND
AUGUSTA, GEORGIA

This Agreement for Professional Services (“Agreement”), effective on the last date signed by the parties (“Effective Date”), is made and entered into by and between Mission Critical Partners, LLC (“MCP” or “PROVIDER”), a Delaware limited liability company, with its principal place of business at 690 Gray’s Woods Boulevard, Port Matilda, PA 16870 and Augusta, Georgia, a political subdivision of the State of Georgia (“CLIENT”) with an address of 535 Telfair Street, Building 2000, Augusta, Georgia 30901 (hereinafter collectively the “Parties” and singularly the “Party”).

RECITALS

WHEREAS, CLIENT desires to employ PROVIDER to provide professional services as further set forth herein; and

WHEREAS, PROVIDER represents and acknowledges that they are fully qualified and capable of performing the services called for in this Agreement, and they are willing to perform these services.

NOW, THEREFORE, the Parties, in consideration of the mutual promises and covenants contained herein, do mutually agree as follows:

SECTION ONE—GENERAL

1.1. Purpose.

The purpose(s) of this Agreement is to obtain professional consultant assistance for Client to assist with its strategic planning to support the migration and ongoing maintenance of GIS data for Next Generation 911 (NG911) (“Purpose”). The scope of service is as defined in Exhibit A attached hereto and by this reference made a part hereof.

1.2. Definitions.

Wherever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Agreement. Agreement means this Agreement between CLIENT and PROVIDER for professional services, including all exhibits, schedules and attachments which are hereby incorporated into and made part of this Agreement by reference. To the extent there are any conflicts between this Agreement and any exhibits, schedules and attachments, the provisions of this Agreement shall control.

Services. Services shall mean all services, work, deliverables, and all related professional, technical and administrative activities that are necessary to perform and complete the Services required pursuant to the terms and provisions of this Agreement as set forth in Exhibit A.



Additional Services. Additional Services means professional services to be performed for or furnished to CLIENT by PROVIDER, not set forth as Services in Exhibit A of this Agreement.

Deliverables. Deliverables are those items of work product that are to be delivered to CLIENT as enumerated in Exhibit A of this Agreement.

Expenses. Expenses means those expenditures specifically and directly incurred as the result of providing Services (e.g., travel, per diem costs and materials used).

SECTION TWO—OBLIGATIONS OF THE PROVIDER AND CLIENT

2.1. PROVIDER Responsibilities.

PROVIDER shall have and perform the following duties, obligations and responsibilities to CLIENT as outlined in Exhibit A.

- a. PROVIDER shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice, and in accordance with laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the Services to be provided and/or performed by the PROVIDER.
- b. PROVIDER shall maintain all necessary licenses, permits or other authorizations necessary to perform the Services under this Agreement until the duties hereunder have been fully satisfied.
- c. PROVIDER shall prepare all Deliverables required by this Agreement including, but not limited to, all specifications and reports, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations.
- d. CLIENT shall retain ownership of all CLIENT data, whether stored in CLIENT or PROVIDER systems. In the event of contract termination, PROVIDER will certify that all CLIENT data has been returned to CLIENT within 30 days of termination in a platform-agnostic format accessible to CLIENT.

2.2. CLIENT Responsibilities.

CLIENT shall have and perform the following duties, obligations, and responsibilities to PROVIDER:

- a. Provide access to information, sites, personnel, agencies and other sources necessary for PROVIDER to complete the Services.
- b. Designate in writing a person to act as CLIENT's representative with respect to the Services to be performed or furnished by PROVIDER under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions with respect to the Services. CLIENT's designated person is the GIS Manager, Evelyn Chanti.
- c. CLIENT shall be responsible for, and PROVIDER may rely upon, the accuracy and completeness of all reports, data, and other information furnished by CLIENT to carry out the Services provided under this Agreement.
- d. Should any agency charge PROVIDER a fee for any required information or data under this Agreement, CLIENT will reimburse PROVIDER for the cost of any such fees incurred.



SECTION THREE—SERVICES

3.1. Services.

3.1.1. Provider will provide all Services and Deliverables as set forth in Exhibit A of this Agreement and in Provider's response to Augusta RFP 24-167.

3.1.2. CLIENT will pay PROVIDER for Services in accordance with Section 6—Compensation.

SECTION FOUR—ADDITIONAL SERVICES

4.1. Additional Services.

Should CLIENT request PROVIDER provide and perform professional services under this Agreement not set forth in Exhibit A, PROVIDER agrees to provide and perform those Additional Services as may be agreed to in writing by the Parties.

4.1.1. Additional Services shall be administered and executed as change orders or amendments under this Agreement. PROVIDER shall not provide or perform, nor shall CLIENT incur or accept any obligation to compensate PROVIDER for any Additional Services, unless a written change order or amendment shall be executed by the Parties.

4.1.2. Additional Services not set forth in Exhibit A will be performed based on PROVIDER's then-current hourly rate schedule.

4.1.3. Each such change order or amendment shall set forth a description of: (a) the scope of the Additional Services requested; (b) the basis and amount of compensation; (c) the applicable hourly rate schedule; and (d) the period of time and/or schedule for performing and completing the Additional Services.

4.1.4. A waiver of an executed change order or amendment under this Section may be approved by the Parties to accommodate (1) a bona fide emergency justifying immediate award or the start of performance or completion of the contract; or (2) federal or state law that requires award or completion of the contract by a particular date. Any such waiver must be subsequently approved by the Parties, in writing, within fifteen (15) business days of waiver execution under this Section 4.1.4.

SECTION FIVE—TIME OF PERFORMANCE

5.1. Notice to Proceed. Upon execution of this Agreement by CLIENT, CLIENT will issue a formal Notice to Proceed to PROVIDER. The PROVIDER shall commence work by attending a project kickoff meeting within ten (10) business days of issuance of the Notice to Proceed, or at a mutually acceptable date as determined by the Parties.

5.2. Time of Performance. The PROVIDER agrees to complete the Services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the Services set forth and described in Exhibit A of this Agreement.

5.3. Timeline. If Exhibit A does not set forth a timeline for the completion of the Services, the Parties mutually agree to develop a schedule that will be made part of this Agreement by amendment signed by



both Parties. It is expected that both Parties will carry out their respective responsibilities diligently and expeditiously so as not to delay each other in completing the mutually agreeable schedule.

5.4. Times for Rendering Services. If, in Exhibit A, specific periods of time for rendering Services and specific deadlines for Services to be completed are established, and if such periods of time or dates are changed through no fault of PROVIDER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment as provided below. If CLIENT has requested changes in scope, extent or character of the Services, the time of performance of PROVIDER's services shall be adjusted equitably as provided below.

If there are changes in the time periods or due dates for a given Deliverable or Service, or there is a change to the scope, extent or character of the Services, PROVIDER shall declare in writing its intent to request an equitable adjustment for any increase in cost or fee and disclose in writing the extent of the increase prior to beginning the work or service. No work will commence under such circumstances until the Parties come to a mutual agreement on a dollar value for the equitable adjustment.

5.5. Excusable Delays. PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of PROVIDER, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to, acts of God; acts of a public enemy; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions (collectively "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform under this Agreement or any part thereof and neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

Upon PROVIDER's request, CLIENT shall consider the facts and extent of any failure to perform the work, and if the failure to perform by PROVIDER was without its or its subcontractors' fault or negligence, the Parties will use their best efforts to revise the contract schedule and/or any other affected provision of this Agreement accordingly.

SECTION SIX—COMPENSATION

6.1. Fees. For and in consideration of the Services described in Exhibit A of this Agreement, CLIENT agrees to pay PROVIDER a fixed sum of \$104,480 _____, including Expenses, except to the extent that PROVIDER incurs expenses associated with the need to be onsite for a meeting. For the avoidance of doubt, the CLIENT understands and agrees that the CLIENT is responsible for reimbursing PROVIDER for expenses incurred as a result of onsite time requested by the CLIENT.

6.2. Invoices.

6.2.1. At the close of each month during this Agreement, PROVIDER shall submit to CLIENT, a properly executed invoice showing Services rendered hereunder for the closed month. Each invoice shall include the percentage of work completed with respect to the contracted amount identified in Section 6.1. CLIENT shall review such statement and pay it within thirty (30) days of receipt. Invoices shall be sent to:

Client Name: Evelyn Chanti
 c/o Augusta Information Technology
 Address: 535 Telfair St., Bldg 2000
 City, State, Zip: Augusta, GA 30901
 Email: chanti@auqustaga.gov



6.2.2. If CLIENT fails to make payment due to PROVIDER for Services and Expenses within thirty (30) days after receipt of invoice, such failure shall constitute an event of default under the terms of this Agreement, and PROVIDER may terminate this Agreement due to such default. In addition, PROVIDER may suspend Services under this Agreement until PROVIDER has been paid in full for all amounts due. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.

SECTION SEVEN—GENERAL CONSIDERATIONS

7.1. Direction and Control. PROVIDER agrees that PROVIDER will perform the Services under this Agreement as an independent contractor and not as an agent, employee, or servant of CLIENT. The Parties agree that PROVIDER is not entitled to any benefits or rights enjoyed by employees of CLIENT. PROVIDER specifically has the right to direct and control PROVIDER's own activities in providing the agreed upon Services in accordance with the specifications set out in this Agreement. CLIENT shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the Parties partners or joint venturers.

7.2. Ownership. Unless otherwise provided for in this Agreement, all deliverables, reports, plans, specifications, data and documents produced in the performance of the Services shall become the property of CLIENT.

7.2.1. Pre-Existing Intellectual Property. Unless otherwise provided in writing, the PROVIDER shall be deemed the author of and shall retain all common law, statutory and other reserve rights to all pre-existing intellectual property including the copyright of any drawings, specifications, proprietary programming, data solutions and other documents prepared or otherwise obtained by PROVIDER or its affiliates independent of this Agreement.

7.3. Successors and Assigns. CLIENT and PROVIDER each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement.

7.4. Confidentiality. CLIENT and PROVIDER agree the other shall not disclose, transfer, sell or otherwise release confidential information gained by reason of performance under this Agreement to any third party, unless such disclosure is required by law under FOIA, the Georgia Open Records Act, or some other federal or state law.. Such information shall be used solely for the purposes necessary to meet the requirements under this Agreement. PROVIDER shall not access any information which PROVIDER is not authorized to receive, and under no circumstances shall PROVIDER at any time, during the term of this Agreement or thereafter, release or divulge any confidential material, information or documents received during the performance of the Services hereunder without express written consent of CLIENT, nor shall PROVIDER copy, recreate or use any such confidential information or documents other than for the performance of this Agreement. PROVIDER shall not divulge or otherwise make use of trade secrets or other confidential information, procedures or policies under this Agreement. Neither shall PROVIDER copy, recreate or use any proprietary information of any third party in the performance of this Agreement except to the extent authorized by such third parties.

7.5. Conflict of Interest. PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder.



7.6. Termination. Either Party may unilaterally terminate this Agreement for any of the following reasons, so long as the terminating Party has notified the other Party of its intent to terminate, for cause or for no cause, and allowed the other Party no less than thirty (30) business days prior to the effective termination date in which to cure the stated reasons in a for cause termination:

- a. Actual failure of the other Party to fulfill its obligations hereunder;
- b. Anticipated failure of the other Party to fulfill its obligations hereunder, or anticipated inability of the other Party to perform the work, due to: (a) inadequate financial capability or (b) loss or material degradation of corporate capabilities which are essential to the requirements of this Agreement, including without limitation, loss or unavailability of the other Party's key employees;
- c. The insolvency of the other Party or the filing by or against the other Party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other Party, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of the other Party.

Upon termination of this Agreement, CLIENT shall pay PROVIDER for Services rendered and Expenses incurred hereunder which have not been previously paid or disputed by CLIENT for the period up to the effective date of termination.

7.7. Notices. All notices required under this Agreement shall be in writing and shall be sent by certified mail (return receipt requested), hand delivered, or sent by courier service requiring signed acceptance.

If to CLIENT:

Evelyn Chanti, GIS Manager
 Augusta Information Technology
 535 Telfair St., Bldg 2000
 Augusta, GA 30901

If to PROVIDER:

Darrin J. Reilly, President and Chief Executive Officer
 Mission Critical Partners, LLC
 690 Gray's Woods Boulevard
 Port Matilda, PA 16870

7.8. Non-assignment. PROVIDER shall not subcontract or otherwise assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of CLIENT.

7.9. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

7.10. Entire Agreement. This Agreement and all exhibits hereto constitute the entire agreement between the Parties and supersedes all prior written or oral agreements, understandings or representations. No change, modification, alteration or addition to the terms and conditions of this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties. Nothing in this Agreement shall be construed to give any rights or benefits to any other party, and all duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.



7.11. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.12. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and PROVIDER, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.13. Non-waiver. A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

7.14. Captions and Section Headings. Captions and section headings included in this Agreement are intended for convenience only and shall not be used to construe, explain or modify this Agreement in any manner whatsoever.

7.15. Project Records. For a period of two (2) years after completion of all work to be performed, PROVIDER shall keep and make available to CLIENT for inspection and copying, upon written request by CLIENT, all records in PROVIDER's possession relating to this Agreement.

7.16. Affirmative Action and Equal Opportunity Employer. The Parties agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. Moreover, PROVIDER requires its subcontractors to comply with all applicable Affirmative Action and Equal Opportunity Employer provisions.

The Parties do not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, pregnancy-related conditions, and lactation), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Such action shall include, but not be limited to, recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, staff member activities, access to facilities and programs, and general treatment during employment. PROVIDER does not allow any form of retaliation against staff members who raise issues of equal employment opportunity.

7.17. Indemnification.

7.17.1. To the fullest extent permitted by law, PROVIDER shall indemnify, defend and hold CLIENT harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of or relating to claims, causes of actions, lawsuits or other proceedings, regardless of legal theory, that result in whole or in part, from PROVIDER's officials, officers, directors, agents, employees and contractors/subcontractors: (a) negligence; intentional misconduct or fraud; (b) substantial breach of representation, warranty or covenant made herein, or (c) any claims that products or services provided infringe any other proprietary right of any third party.



7.17.2. Notwithstanding any provision in this Agreement to the contrary, neither Party, nor its officials, officers, directors, agents, employees and contractors/subcontractors, shall be liable hereunder for any consequential or indirect loss or damage or any other special, incidental or punitive damages including but not limited to loss of use, delay, or lost profits incurred or suffered hereunder by the other Party or its officials, officers, directors, agents, employees or contractors/subcontractors, unless such damages are based upon the gross negligence or willful misconduct of, CLIENT or PROVIDER.

7.18. Non-solicitation of Employees. During and for one (1) year after the term of this Agreement, CLIENT will not solicit the employment of, nor employ the PROVIDER's personnel, without the PROVIDER's prior written consent.

7.19. Arbitration. All disputes arising between the Parties in connection with this Agreement, which cannot first be settled amicably and satisfactorily between the Parties, shall be finally settled under the rules of arbitration of the American Arbitration Association by a mutually agreeable arbitrator selected by the Parties. If the Parties cannot agree upon a single arbitrator, the matter shall be submitted to a board of three arbitrators with each Party appointing one arbitrator and the two arbitrators so selected appointing the third arbitrator. No Party shall be entitled to, and the arbitrator is not authorized to, award legal fees, expert witness fees, or related costs of a Party. The arbitration shall be held in Richmond County, Georgia.

7.20. Uniform Administrative Requirements. Federal funds will be used or may be used to pay for all or part of the services under this Agreement. CLIENT agrees, at CLIENT's expense, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et seq.

7.21. Limitation of Liability. EXCEPT AS IT RELATES TO (i) BREACHES OF CONFIDENTIALITY; (ii) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (iii) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (COLLECTIVELY, "EXCEPTIONAL CIRCUMSTANCES"), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER, OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR EXTRA-CONTRACTUAL DAMAGES OF ANY KIND WHATSOEVER ARISING FROM OR CONNECTED WITH THIS AGREEMENT, THE SERVICES, THE PRODUCTS, OR THE CONFIDENTIAL INFORMATION OF A PARTY, INCLUDING LOST PROFITS, LOST REVENUES, OR LOSS OF BUSINESS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT FORESEEABLE, EVEN IF ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES AND EVEN IF THE REMEDIES OTHERWISE PROVIDED BY THIS AGREEMENT, IF ANY, FAIL OF THEIR ESSENTIAL PURPOSE.

IN NO EVENT SHALL EITHER PARTY BE LIABLE IN THE AGGREGATE FOR ANY CLAIMS OR DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT IN ANY AMOUNT EXCEEDING THE FEES ACTUALLY PAID UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE THE CAUSE OF ACTION GIVING RISE TO THE LIABILITY AROSE.

7.22. General Announcement. Notwithstanding any other provision of this Agreement, the Parties agree that PROVIDER may issue a press release or similar public announcement related to the overall Purpose of this Agreement subsequent to notification of CLIENT.

7.23. Insurance. The PROVIDER shall obtain and maintain adequate insurance, including professional liability insurance and any other insurance which CLIENT reasonably may require. Upon CLIENT's request, PROVIDER will promptly furnish CLIENT with certificates of insurance showing such coverage and naming CLIENT as an additional insured for the duration of this Agreement.



7.24. Signatory. Each signatory to this Agreement represents that they have full and sufficient authority to execute this Agreement on behalf of CLIENT or PROVIDER, as the case may be, and that upon execution of this Agreement, it shall constitute a binding obligation of CLIENT and PROVIDER.

[signature page follows]



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Witness:

Mission Critical Partners, LLC

(PROVIDER)

Judy L. Cheaster

By:

John L. Speary, Director of Contract Administration

Date: July 17, 2024

Witness:

Augusta, Georgia

(CLIENT)

By:

Date:



EXHIBIT A—SCOPE OF WORK

Project Understanding and Overview

Mission Critical Partners (MCP) understands that Augusta has identified the need to obtain a professional services consulting firm to assist Augusta with strategic planning to support the migration to and ongoing maintenance of GIS data for Next Generation 911 (NG911), as well as provide GIS data improvement services in preparation for the migration to NG911. Further, MCP acknowledges that Augusta requires that all GIS deliverables conform to NENA GIS data standards. We also assert that Augusta should consider State NG911 GIS data standards and will advise Augusta on which standard is more exact at the individual requirement level.

MCP continues to assist multiple jurisdictions in Georgia with similar efforts and has a long working relationship with the State Geographic Information Office (GIO), as well as the State 911 office. Augusta will benefit from MCP's projects in Fulton City, the City of Atlanta, the Atlanta Airport and with the State GIO and State 911 office.

MCP understands that Augusta does not desire to incur additional software licensing costs. As an Esri Partner, MCP remains committed to cost effective solutions for our clients and has developed a process using Esri tools already available to Augusta through their existing licensing. Validation tools are available through the State and MCP actively works with the GIO to identify necessary improvements to the tools so that they remain relevant and useful to Georgia jurisdictions. MCP deliverables will not require any additional licensing to view or maintain the GIS data.



On the following pages, MCP has outlined our approach and solution for Augusta to support the enhancement of its public safety services.

Proposed Schedule



Project Management Approach

MCP will work closely with the Augusta Information Technology Department (IT) throughout the project lifecycle. The Project Management Institute (PMI) framework has been used to develop our response to meeting your needs.



Figure 2: PMI Framework

The PMI framework breaks the lifecycle down into four stages: *Initiating*, *Planning*, *Executing/Monitoring*, and *Closing*. These stages are illustrated in the above graphic. This industry standard will be used by our PM to promote a successful outcome and alignment with IT's goals and expectations for planning, data analysis, and remediation.

Initiating and Planning

After kicking off the project and working closely with your team, MCP will develop a customized approach for your agency and stakeholders that drives the project from planning through completion. Depending on project complexity, this approach will be documented in a project work plan; a shorter, smaller plan may be developed based on the accepted scope of work. This scope/work plan will be submitted and reviewed for Augusta's approval prior to project execution. Subsections may include:

- Risk identification and response plan
- Communications plan for status and progress
- Resource needs and allocation plan
- Deliverable acceptance plan

Executing and Monitoring

MCP will execute the scope/work plan as documented and update you on progress, performance, and concerns, if any. We will conduct routine project reviews to validate plan alignment for client satisfaction and quality management. The project reviews will focus on:

- Scope (including requirements and quality control)
- Schedule (including planned vs. actual)
- Budget (including planned vs. actual)
- Deliverable and artifact reviews
- Ongoing risk reduction
- Ongoing issue resolution
- Readiness and transition for changes

These reviews and regular project updates will directly impact our continued execution, helping us mitigate potential risks and increase efficiency/performance.

This approach to execution and monitoring results in an opportunity for overall greater success.

Closing

As the project ends, we will coordinate with your team to ensure agreed-upon deliverables have been submitted and accepted, and that you are ready to take your next step post-project. We also will maintain contact as desired through a designated point of contact if additional services are requested or available in the future.

Additionally, MCP practices two exercises as a form of self-check:

- Internally, we conduct a “Lessons Learned” to revisit and gauge our own performance and project outcomes, giving MCP an opportunity to continuously improve as we continue providing services based on internal observations.
- Externally, we perform “Client Satisfaction Outreach,” which involves directly asking our clients post-closeout to evaluate our performance and their satisfaction. We use this information to reflect on how our clients perceive our work and consider opportunities for improvement we may not have noticed otherwise.

Project Management Tools

In alignment with the complexity of the project, MCP will manage and track project resources, assignments, and costs and will maintain the schedule using a combination of manual and automated industry-recognized tools.

Deltek Vantagepoint	Egnyte	Online Communications
<ul style="list-style-type: none"> • Integrated, enterprise planning tool • Creates and resource-loads a project plan • Assists with continuity between tasks and tracks project financials 	<ul style="list-style-type: none"> • Secure, cloud-based file-sharing platform • Allows centralized file access based on stakeholder needs 	<ul style="list-style-type: none"> • Video and instant messaging • Improves communication and technology compatibility • Platforms include Microsoft Teams and Zoom

Figure 3: MCP's Project Management Tools

Using these tools, the PM will be able to:

- Support efficient use of staff and subject-matter expert resources
- Mitigate against staff being assigned more hours in each period than could be reasonably applied
- Monitor and compare hours planned or needed to complete a task against the hours assigned

This allows the PM to assign time and tasks in a balanced and reasonable fashion to identify pending shortfalls and rebalance staff assignments to accommodate and address the potential shortfall, if needed, and communicate changes in regular project meetings to align with your requirements and expectations.

Project Scope

Task 1: Project Kick-off Meeting

Upon project initiation or kickoff, MCP will verify needs and expected outcomes to confirm scope, approach, and timing.

MCP will conduct a project kick-off meeting with the project team and stakeholder representatives to:

- Establish mutual acquaintance
- Clarify roles and expectations
- Review and seek alignment on project objectives, goals, and deliverables
- Confirm scope, approach, and timeline
- Set project touchpoint schedule and process
- Define success according to every stakeholder

Kick-off Meeting Review

- *Project and task milestones*
- *Schedules and deliverables*
- *Project budget*
- *Schedule progress review meetings*
- *Review existing documentation*

MCP's project manager (PM) will facilitate the meeting.

Prior to the meeting, MCP will review available documentation regarding our approach to determining GIS readiness:

Augusta and MCP will use Task 1 to gain a mutual understanding of Augusta's future vision.

Along with walking through our methodology to complete this project, MCP will begin the collection of existing GIS data, standard operating procedures, GIS data workflows, and other pertinent items. This kickoff meeting and all subsequent work will be completed virtually.



Deliverables:

- Kickoff Meeting Agenda
- Kickoff Meeting
- Meeting Notes



Assumptions:

- Augusta shall provide a virtual forum for the kickoff meeting
- Augusta shall provide access to GIS data and related documentation
- MCP understands that all data and documentation provided by and created for Augusta shall remain the property of Augusta without license or limitation
- All GIS data edits shall be reviewed by Augusta and returned within 60 days
- All errors or omissions identified by Augusta in the GIS data shall be corrected by MCP and returned to Augusta within 30 days
- Software, licensing, hardware and related computing materials necessary to complete this project are the responsibility and property of MCP and will not be turned over to Augusta upon completion of the project

Task 2: GIS Data Remediation

MCP will review the State of Georgia¹ and NENA NG911 GIS Standards and develop all GIS data within the scope of this project to the more stringent metrics to ensure the requirements of the selected Next Generation Core Services (NGCS) provider, per their interpretation of the standards, are met. It continues to be our experience that each NGCS provider interprets the standards differently and to their advantage. MCP is vendor-neutral and holds all vendors to the same strict metrics on behalf of each MCP client.

MCP GIS subject matter experts (SMEs) have more than 100 combined years of experience in change detection, digitizing, data collection, and GIS data development. In addition to Augusta’s GIS data, MCP has access to a wealth of reference GIS and imagery data to assist in identifying problem areas. MCP also employs a deep bench of other SMEs from TELCO and legacy data providers to assist in converting tabular data into useful reference data for this effort.

The Senior GIS Specialist (Project Manager) will coordinate the team of GIS SMEs and apply the professional(s) with the most experience to each task. All deliverables will be peer reviewed by the other GIS SMEs prior to delivery to ensure highly accurate and fully attributed data deliverables. The State’s validation portal provides detailed remediation reports that allow the GIS professional to quickly identify the errors and associated corrective actions necessary to resolve the errors. Table 1 (and the detail narrative following the table) below outlines the quality control checks performed by MCP to ensure the error remediation efforts did not break any data relationships necessary for the functional elements within the NGCS. Quality control tests are repeated each time the results are returned from the State validation system.

Table 2: GIS Data Quality Control Test

Quality Control Test	Address Points	PSAP Boundaries	Emergency Service Boundaries	Road Centerlines
Conformance with State and NENA standards	✓	✓	✓	✓
Identification of any additional field(s) that should be added to the dataset to comply with State and NENA standards	✓	✓	✓	✓

¹ <https://ng911-hub.gio.georgia.gov/pages/georgia-geospatial-standards-for-next-generation-9-1-1-data>

Quality Control Test	Address Points	PSAP Boundaries	Emergency Service Boundaries	Road Centerlines
Spatial and attribute quality control	✓	✓	✓	✓
Identification of gaps or overlaps (topology)	✓	✓	✓	✓
Identification of data attribute inconsistencies	✓	✓	✓	✓
Connectivity of the road network				✓
Congruency with other layers	ESB and PSAP Polygons and Road Centerline Address Ranges	Road Centerlines and ESB Polygons	Road Centerlines and PSAP Polygons	ESB and PSAP Polygons

1. **Road Centerlines:** MCP GIS SMEs will update Augusta's road centerline network to meet or exceed NENA and State requirements including topology requirements. Address ranges will be checked for overlap. Care will be used to maintain computer-aided dispatch (CAD) formatting and attribution as necessary.

It is important to note that the CAD vehicle routing line direction and NENA line direction standards are contradictory. Changing the CAD requirement (direction of travel) will break vehicular routing and nearest dispatch capabilities in the CAD system. The NENA line direction (low address to high address) can be ignored and marked as an exception in the spatial interface (SI) to the NGCS. These exceptions will not adversely affect emergency call routing and will allow Augusta to maintain a single road centerline file for both uses.

2. **Address points:** MCP GIS SMEs will update Augusta's site structure address points to meet or exceed NENA and State requirements. Where long driveways exist, MCP will work with Augusta to determine the best approach to connecting the address point to the road centerline—fishbone, point of ingress, named driveway added to road centerline data—for each occurrence, to meet Augusta's 911 needs. Where non-compliant or

duplicate addresses exist, MCP will flag the errors for follow-up with Augusta. MCP will implement the recommended changes only after approval from Augusta.

3. **PSAP Polygon:** MCP actively participates in industry workgroups defining inter-jurisdictional standards and aggressively promotes the importance of seamless 911 GIS data nationwide. MCP has facilitated cross-County, -state, -national, and -international boundary reconciliation for nine states and more than 300 counties. In addition to achieving seamless boundaries for all MCP clients, our SMEs also establish connections between our clients and their neighbors to ensure continued collaboration into the future. This is especially important in Emergency Services IP Network (ESInet)-rich environments such as Georgia, where the State has yet to establish a statewide ESInet.

The development of a PSAP boundary for Augusta also requires careful coordination with surrounding PSAPs. Further, many jurisdictions are split between PSAPs, and Augusta may provide 911 service, and need to receive 911 calls, outside of the corporate boundary.

4. **Provisioning Boundary:** MCP will apply the same approach as used in developing the PSAP polygon to the creation of Augusta's provisioning boundary. Care will be taken to ensure the responsibility for GIS data maintenance and provisioning into the NGCS is well documented and translated into geospatial data.
5. **Emergency Service Boundaries:** MCP SMEs have a wealth of experience in facilitating boundary development and resolution efforts and will apply this experience to creating and resolving Augusta's fire, police, and emergency medical service (EMS) boundaries according to NENA and State standards. MCP understands the accuracy and nesting requirements for NG911 GIS data and will meet or exceed all applicable standards when developing or improving these GIS data. Where conflicting areas of responsibility claims exist, MCP will work with Augusta to resolve the issue and the GIS data.
6. **Incorporated Municipal Boundaries:** While the PSAP boundary is not legal and does not need to follow legal boundaries, it is vital that the legal boundaries used in the 911 centers are accurate, topologically correct, and adhere to the same strict update requirements as the NG911 required GIS data. To that end, MCP SMEs will work with Augusta and surrounding jurisdictions to resolve corporate boundaries with the same accuracy as the NG911 boundaries. MCP will evaluate multiple sources for a starting point for corporate boundaries and provide a draft and final product based on the best information available.

MCP will review existing processes and standard operating procedures (SOPs) and provide updates or develop missing SOPs for all processes performed during this project including, but not limited to, the following:

- Assess and document the processes related to the creation or updating of SOPs for:
 - MSAG, ALI, no record found (NRF), and PSAP-reported discrepancies
 - Obtaining, verifying, and validating new or changed roads and addresses
 - Identifying person(s) responsible for updating the GIS data—and their alternate
 - Determining the frequency, testing, and configuration of PSAP mapping updates
 - Municipal boundary changes (annexations) and audit trails
 - Change management/audit trail for boundary changes regarding law enforcement, fire/rescue, emergency medical services (EMS), and/or the PSAP
- Documenting, reviewing, validating, and updating data based on input provided by addressing coordinators' or telecommunicators' corrections or suggested corrections
- Wireless tower location process for MSAG and GIS
- Validate the verification process of wireless cell tower(s) and sector information—and ensure that such is provided on the wireless routing spreadsheet
- Resolve discrepancies in addressing, such as with new property developments and structures
- Documenting addressing conventions used by each addressing authority in the 911 jurisdiction
- Validation of GIS data backup and disaster-recovery procedures
- MSAG-to-GIS and ALI-to-GIS comparisons—frequency and distribution of summary reports
- Maintaining and updating the contact list for:
 - Wireline service providers
 - Wireless service providers
 - Voice over Internet Protocol (VoIP) service providers
 - Public safety agencies, Augusta and municipal officials, emergency operations centers (EOCs), utility and telephone companies, etc.
 - Addressing authorities
- Quality assurance program processes for testing data integrity of:
 - Road centerlines
 - Address points
 - Legacy ESZs and NG911 ESBs
 - PSAP boundaries
- Validation of information flow between the MSAG coordinator, addressing authorities and PSAPs

- Any other GIS data-provisioning responsibilities—outside PSAP call-handling equipment (CHE)—for any computer-aided dispatch (CAD) systems; data for public safety agencies (e.g., law enforcement, fire/rescue, EMS); and/or other city/Augusta entities (e.g., emergency management coordinators, EOCs, fire marshals)
- Documentation and optimization of processes related to the creation, maintenance, and transmission of GIS data from addressing authorities to central GIS databases

MCP will document SOPs currently in place and will provide recommendations for creating SOPs that are needed to support NG911.

Acknowledgement of Performance Metrics from the RFP:

MCP acknowledges the following performance metrics as stated in the RFP:

1. Analysis to discover and/or correct, at a minimum:
 - a. duplicate addresses and/or address points
MCP shall document errors and recommended resolution for each and implement the recommended resolution with approval from Augusta
 - b. non-addressed areas
MCP shall identify non-addressed areas, recommend proper addressing and implement the recommended resolution with approval from Augusta
 - c. centerline address ranges with switched even/odd values, overlapping or inconsistent address ranges, low/high values reversed, etc.
MCP shall correct the above listed errors and record the resolution steps in the NOTES attribute for each dataset
 - d. address points that do not map to a centerline or map to an incorrect centerline segment
MCP shall identify addressing errors, recommend proper addressing and implement the recommended resolution with approval from Augusta
 - e. address points that are out-of-order
MCP shall identify noncompliant addresses and recommend the proper addressing. Augusta will work with the owner to remedy the addressing error
 - f. centerlines drawn with incorrect directionality
MCP recommends maintaining the drawn road centerline direction in accordance with Augusta CAD system's requirements. MCP will correct directional errors with written acknowledgement of this issue from Augusta and written guidance

2. Features with null, missing, or duplicate geometries
 - a. Features with null, missing, duplicate or incomplete attributes
MCP shall populate all State and NENA required attribution (including NENA-required URIs)
 - i. [unique identifiers]
MCP recommends a placeholder value—ten digit admin line—for the URI value until said value is assigned and registered by the NGCS provider. Once assigned—if prior to completion of this project, MCP shall populate all NG911 GIS datasets with the correct value
 - b. MSAG records with zero range and/or no matching road or road range in centerlines
MCP shall coordinate with Augusta’s MSAG coordinator to reconcile the GIS data and the legacy MSAG table
 - c. Centerline records with no matching MSAG records or MSAG range
MCP shall work with Augusta’s MSAG coordinator to reconcile the GIS data and the legacy MSAG table
3. Gap/Overlap analysis to validate all applicable topological relationships of all spatial datasets
MCP shall validate all topology within and between NG911 GIS datasets
4. Ensuring centerlines are “edge matched” to neighboring jurisdictions’ datasets
MCP shall terminate all GIS datasets at the provisioning boundary, which will be rectified with all neighboring jurisdictions. Road centerline endpoints will terminate at the beginning point for each neighboring jurisdiction. MCP is not responsible for geometry changes made by neighboring jurisdictions
5. Ensuring data meets applicable spatial accuracy (horizontal and vertical, as applicable) and precision requirements.
MCP shall develop all GIS data to State and NENA standards, including spatial accuracy
6. Successful Proposer shall supply Augusta with a validation system that can also be used in the Data Maintenance task for continuing validation of our datasets. System must be able to flag “exceptions” (i.e., features that would otherwise trigger validation errors but are not errors “in the real world.”). Augusta shall be able to download results of validations in a format that can be imported into ArcGIS Pro.
MCP understands this requirement and has identified the State of Georgia, Geospatial Information Office (GIO) Validation and Aggregation Portal² as the most appropriate tool for validating NG911 GIS data in Georgia.

² <https://ng911-hub.gio.georgia.gov/pages/georgias-validation-and-aggregation-portal>

- The Portal is fully funded and is available at no charge to Augusta
- The Portal validates all Georgia GIS data to the same standards
- The Portal is kept current by the GIO with ever-changing NENA and State standards
- MCP has been a key contributor to the refinement of the Portal since 2020
- The GIS data submitted to the Portal is aggregated with other Georgia jurisdiction to build a statewide fabric of GIS data for 911

7. Successful Proposer may add any necessary fields to existing data to meet NENA minimum standards but will not alter/delete any fields from the existing data schema of any feature classes analyzed.

MCP understands that the existing attribute fields in the GIS data must be maintained and that addition of attributes shall be done in new fields

- a. If any changes are necessary to the existing data fields to meet NENA standards, the successful Proposer will communicate with Augusta IT-GIS before making the changes.

MCP shall recommend changes to existing GIS data attribute fields as necessary to meet State and NENA standards. MCP will implement the recommended resolution AFTER receiving approval from Augusta

The attribute information of the NG911 GIS data layers shall be evaluated for conformance with the Georgia and NENA NG911 GIS Data Model standards. Any recommended changes or additions to the data will be provided in MCP's assessment report.

MCP will provide:

- Notes on all meetings, actions, and correspondence with Augusta staff necessary to resolve identified GIS data errors
- GIS data quality test results for each data layer as outlined in Table 1 above
 - Topological integrity
 - Spatial integrity
 - Relational integrity with other dataset(s)
 - Data availability
 - Data attribution
 - Schema compliance
- A GIS, ALI, and MSAG baseline discrepancy assessment report



Deliverables:

- Required GIS data layers that meet the Georgia State and NENA NG911 Standards
- Documented GIS data maintenance workflows used in the creation and maintenance of the NG911 GIS data
- Documented standard operating procedures used in the creation and maintenance of the NG911 GIS data
- Incremental data validation reports showing steady GIS data improvement



Assumptions:

- Augusta is responsible for acquiring the ALI and MSAG data tables throughout this project as needed to verify data updates
- Augusta shall provide access to the MSAG coordinator and addressing authority as necessary for error remediation
- All data remediation efforts will be conducted virtually in a disconnected editing Esri environment

Task 3: GIS Data Submission to the State Validation Portal

NENA recommends a 98% match between the legacy ALI and MSAG tables and the GIS road centerline data. MCP has intimate knowledge of the national and Georgia standards for GIS data quality and is uniquely qualified to partner with Augusta to improve the GIS data to NG911 standards. MCP does not utilize any proprietary tools nor do we sell or license software. All tools used to identify, edit, and maintain GIS data for NG911 are readily available to Augusta under their current Esri licensing or through the State (Georgia validation toolkit). MCP will, using the Georgia validation toolkit as a measuring gauge, eliminate all errors in GIS road centerline GIS data and achieve a 98% match when geocoding the legacy ALI table to the GIS road centerline data and between the MSAG table and the GIS road centerline data.

MCP utilized the Georgia validation toolkit to evaluate the current status of Augusta’s GIS data. These complimentary validation testing results were then submitted by MCP to the State of Georgia on Augusta’s behalf in 2022 and are reported in the following table:

Violation	Violation Count
Check for Multipart Geometries	849

Violation	Violation Count
Check that Features are Simple	1
Check for Overlaps	11
Check for Self-Intersections	6
Check for Spikes	2
Check for Floating Lines	18
Check for Short Lines	7
Check for Touch Intersection	531
Check for Over-Under Shoots	96
Check for Closed Loops	35
RCL Range Incomplete	8
Validate RCL Address Range Left and RCL Parity Left values	12,168
Validate RCL Address Range Right and RCL Parity Right values	12,168
RCL - Attribute - Validation - Country_L	12,168
RCL - Attribute - Validation - Country_R	12,168
RCL - Attribute - Validation - City_L	12,168
RCL - Attribute - Validation - City_R	12,168
RCL - Attribute - Validation - DiscrpAgID	12,168
RCL - Attribute - Validation - FromAddr_L	2,938
RCL - Attribute - Validation - FromAddr_R	3,116
RCL - Attribute - Validation - Parity_L	12,168
RCL - Attribute - Validation - Parity_R	12,168
RCL - Attribute - Validation - State_L	12,168

Violation	Violation Count
RCL - Attribute - Validation - ToAddr_L	2,937
RCL - Attribute - Validation - ToAddr_R	3,120
RCL - Attribute - Validation - RoadClass	12,168
RCL - Attribute - Validation - LSt_Type	834
RCL - Attribute - Validation - OneWay	73
RCL - Attribute - Validation - LSt_PosDir	93
* A total of 12,168 features were run in the validation tool	
* Some numbers may show high due to the absence of a field	

MCP will continue to revalidate Augusta's GIS data until all violations are resolved:

- Correction of errors shown in the table above
- Creation and population of missing attributes
- Recommendations for changes to the ALI table as errors are discovered
 - Augusta will input ALI change requests as they do today
- Recommendations for changes to the MSAG table as errors are discovered
 - Augusta will make changes to the MSAG table as they do today
- Discrepancy reports for unmatched records in the ALI, MSAG, and GIS which cannot be resolved without intimate knowledge of Augusta
- Final GIS road centerline dataset in file geodatabase format—Georgia State Plane NAD83—matching the ALI and MSAG legacy tables to at least 98% accuracy
- Final GIS site structure address point dataset in file geodatabase format—Georgia State Plane NAD83—matching the ALI and MSAG legacy tables to at least 98% accuracy



Deliverables:

- Esri file geodatabase containing the core seven (7) NG911 GIS datasets in Georgia State Plane NAD83
 - Site structure address points
 - Road centerlines
 - PSAP boundary polygon

- Provisioning boundary polygon
- Fire response area polygon(s)
- Emergency medical service (EMS) response area polygon(s)
- Police response area polygon(s)
- Full FGDC-compliant metadata for each dataset
- Esri ArcGIS Pro project file linked to the file geodatabase with complete symbology, as referenced in the workflows and SOPs listed in Task 2
- Final report including a compilation of progress results from the validation system and high-level summary of all data improvements completed during this project



Assumptions:

- Deliverables for this project are not considered complete without a letter of approval from Augusta
- MCP shall provide all validation reports to the City

Similar Next Generation 9-1-1 Projects

MCP's successful experience with similar Next Generation 9-1-1 GIS projects is detailed on the following pages.

City of Atlanta, Georgia

Geographic Information System Administration Support Services (December 2021 to Present)



Challenge: The City of Atlanta (City) was embarking on a large, very complex project to refresh and upgrade its CAD system and sought to obtain professional consulting services to assist with CAD implementation and GIS services.

Solution: Mission Critical Partners supported the City and the Hartsfield-Jackson Atlanta International Airport (Airport) with GIS Administration-as-a-Service to ensure that the Communications Section had staff ready to work with City, Fulton County and State of Georgia GIS administrators to deliver the special GIS requirements for CAD and NG911. The MCP GIS administrator's duties include but are not limited to:

- Developing mapping applications and tools and managing a digital library of geographic maps in various file types
- Coordinating GIS projects and activities in the City
- Using geospatial technology expertise to provide support for various departments as it relates to the needs of users to access city records and plans
- Maintaining and updating GIS databases, including performing database design and uploading and downloading files
- Managing the import and maintenance of GIS data within the CAD application
- Resolving issues with GIS data within the 911 Communications Center's CAD application
- Performing data munging and cleaning to convert data into its desired format
- Converting physical maps into digital form for computer usage
- Creating geospatial data layers to merge topographical data with external data by layering external data over a topographical map
- Designing digital maps with geographic data and other data sources
- Analyzing spatial data through the use of mapping software
- Updating and maintaining address points, street centerlines and response boundaries for public safety agencies
- Coordinating with various City and Airport departments to obtain and manage GIS data layers

Key Result: MCP was able to fully develop and currently still maintains the GIS data necessary for supporting 911 operations across nearly 200 square miles of densely populated urban and commercial areas. The CAD mapping and vehicle routing applications were brought online on schedule and within budget and are maintained to industry and vendor specifications. MCP has supported the 911 GIS needs of the City since the project's inception in 2021.

Holmes County, Florida

Geographic Information System Services (May 2022 to Present)

Background/Challenge: Holmes County (County) Sheriff's Office Communications Division (Division) determined the need for an independent and experienced professional consulting firm to assist with the development and maintenance of the GIS data necessary to support NG911 and CAD mapping within the county.



Challenge: NG911 GIS data development and maintenance must also be coordinated with neighboring counties in preparation for deploying geospatial routing on the ESInet. In the NG911 environment, PSAP operational boundaries do not define the limits of GIS data development.

Solution: The County retained Mission Critical Partners to develop and maintain its 911 GIS data for the entire county. MCP has completed and/or will complete the following tasks to achieve and sustain this goal:

- GIS Data Development
 - Added new site structure address points (SSAPs)
 - Added new road centerlines (RCLs)
 - Added driveways when an SSAP is more than 500 from an RCL
 - Matched PSAP call routing boundary with neighboring areas
- GIS Data Maintenance
 - Maintained legacy automation location identification (ALI) table
 - Maintained legacy Master Street Address Guide (MSAG) table
 - Performed quarterly GIS/MSAG/ALI validations
- Related Support
 - Conducted quarterly management of wireless call routing sheets
 - Provided map and analytical derivative GIS products as requested by the Division
- Inter-County GIS Coordination
 - Coordinating the development and maintenance of GIS data with neighboring PSAPs in Florida and Alabama
 - Conducting work sessions with neighboring counties to resolve PSAP, emergency response and provisioning boundaries

Key Result: While this project is currently on the second phase of the four in the contract, Holmes County has already been able to improve its data accuracy and correct hundreds of discrepancies that were present in the data. The County was also the second agency in the state of Florida to become a partner with the National Address Database (NAD) and share its address point data. As a result, this should greatly improve the County's data in Google Maps.

Fulton County, Georgia
 Geographic Information System Assessment
 (February 2021 to December 2022)



Challenge: As the largest county in Georgia, Fulton County (County) knew that its preparation for NG911 would be an undertaking. The County houses the City of Atlanta and consistently sees high call volumes within its PSAPs, meaning not only would there be much data to update and migrate, but also an ongoing emergency response workflow to consider and plan around. The Fulton County Department of Emergency Services needed strategic planning assistance to migrate and maintain its GIS data to successfully transition to NG911.

Solution: Mission Critical Partners used its Model for Advancing Public Safety® (MAPS®) methodology and assessment tool to identify gaps in the County's technological and operational needs that would prohibit the migration to NG911. The MAPS methodology:

- Established the capabilities baseline
- Identified the desired end state for GIS data and staffing
- Evaluated program performance against expected NG911 metrics

MCP then performed a quality control (QC) assessment of the GIS data layers related to emergency service zone boundaries, road centerlines, site/structure address points and PSAP boundaries. The QC assessment evaluates each specific set of GIS data to test for conformance with current and draft National Emergency Number Association (NENA) standards and best practices. These tests support identification of underlying data integrity issues. MCP then compares the GIS data with the Master Street Address Guide (MSAG) and automatic location identification (ALI) data to measure data quality and data accuracy alignment.

Key Result: In support of the County's migration, MCP provided repeated GIS data quality test results for data layers and relational integrity with other dataset(s). In addition, MCP completed the GIS assessment project by reviewing existing processes and standard operating procedures (SOPs). We then provided recommendations for creating any additional SOPs that were needed to support NG911 operations.

MCP performed the MAPS assessment, assisted the County with GIS data improvements, coordinated regional GIS data integration, and supported mitigation efforts to overcome GIS-capabilities gaps identified in the MAPS assessment. This project resulted in a smooth transition to NG911 for the County and their 5 PSAPs.

Pennsylvania Emergency Management Agency

GIS Support, Next Generation 911 Planning and Integration (July 2011 to October 2018)



Challenge: The Pennsylvania Emergency Management Agency (PEMA) sought to advance the deployment and progression of NG911 technology throughout Pennsylvania. An initial step toward the migration to a statewide NG911 capability was the establishment of a statewide ESInet. As the planning and implementation coordinating body for NG911 system deployment, PEMA recognized that this effort entailed significant investment, detailed planning and close cooperation among public- and private-sector entities. As a part of this transition, PEMA identified the need for GIS support services and strategic planning.

Solution: PEMA retained MCP to assist with GIS and NG911 planning and integration. MCP completed the following tasks:

- Provided a GIS education workshop series, agenda and session materials for Commonwealth and local GIS staff
- Developed an NG911 statewide strategic plan with GIS and policy development
- Developed a legislative model for future 911 capabilities and program role
- Designed and implemented a statewide ESInet
- Enabled a shared services environment for improving disaster recovery, reducing recurring PSAP costs and increasing interoperability

Key Result: MCP helped PEMA to create a reliable, efficient and flexible deployment of NG911 capabilities through stakeholder participation and to position itself as the leader in Pennsylvania public safety communications and technology.

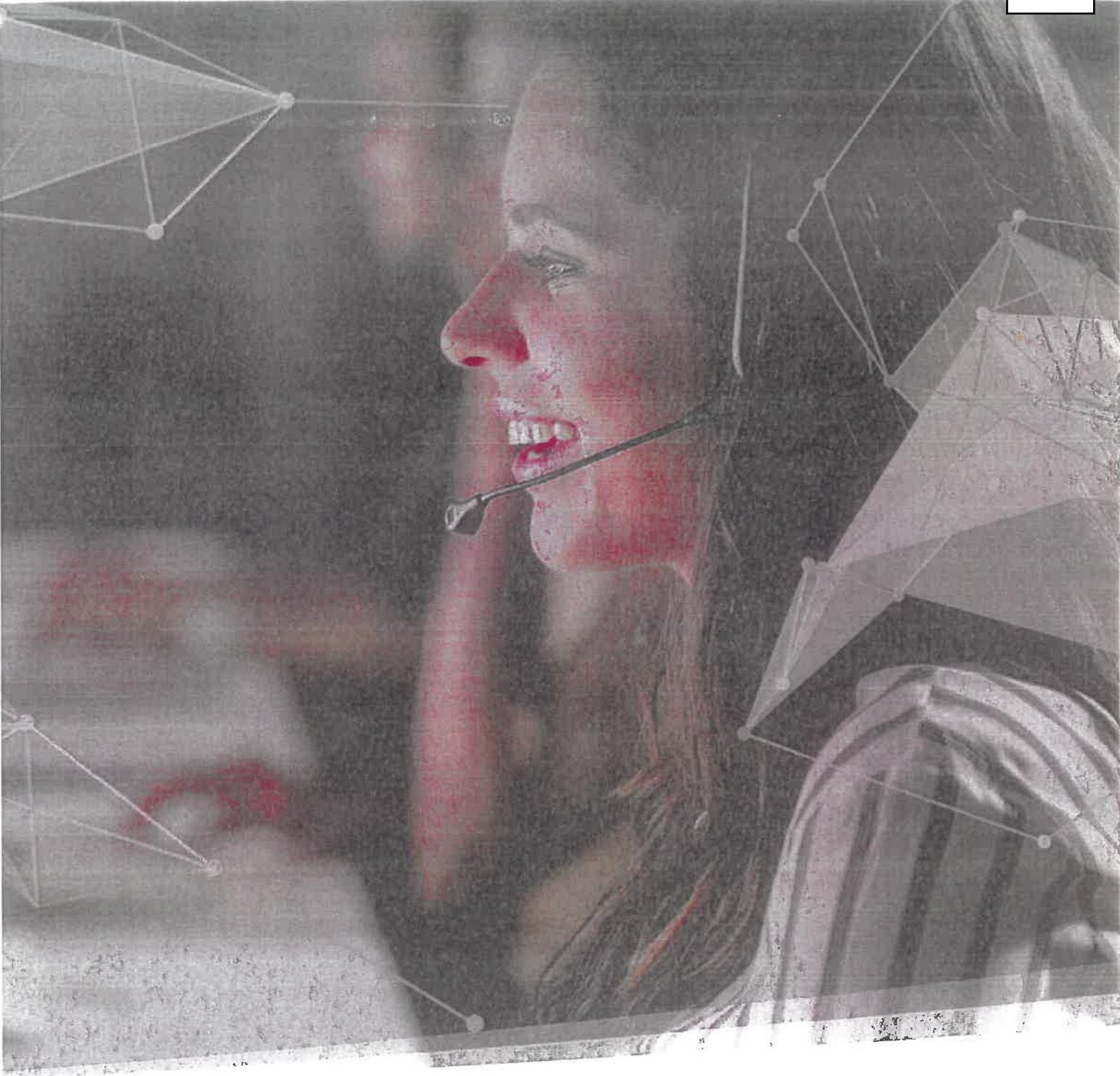
For GIS services, MCP supported:

- Final GIS gap analysis and statewide NG911 strategic plan
- Statewide orthoimagery initiative and comprehensive GIS gap analysis
- Documentation regarding database structure and management workflows
- Project status reports documenting progress of GIS gap analysis
- Refresh of the Commonwealth's GIS strategic plan
- Guidance on GIS data development and maintenance
- GIS database workflow requirements

MCP also helped PEMA implement a Commonwealth-wide ESInet, with connectivity to each county PSAP, to fully operationalize emergency call delivery, call processing and LMR capabilities that support effective response to emergency situations. MCP's subject-matter experts helped PEMA to improve its technology investments by achieving interoperability and shared funding capabilities for sustainable deployments.



EXBIHIT B – PROVIDER’S RESPONSE TO RFP 24-167



Request for Proposal Item #24-167 – Technical Proposal – Original

Consultant Services for NextGen 9-1-1 Geographic Information Systems Support

March 27, 2024

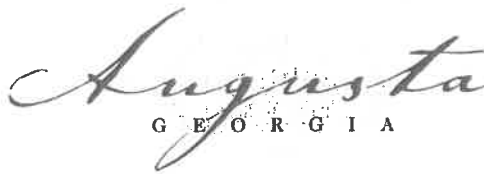
Augusta, Georgia



Table of Contents

1. Procurement Documents	1
2. Letter of Interest	5
3. Qualifications and Experience of the Firm	8
MCP’s Primary Business Interest and Brief History	9
MCP’s Key Principals.....	10
Federal, State, Local, Tribal, Territorial GIS Experience.....	11
GIS Standards	13
Resumes.....	13
4. Organization and Approach	26
Organizational Chart.....	28
5. Scope of Services	30
Project Understanding and Overview	31
Proposed Schedule	32
Project Management Approach	33
Project Scope	35
Task 1: Project Kick-off Meeting	35
Task 2: GIS Data Remediation	37
Task 3: GIS Data Submission to the State Validation Portal	44
Similar Next Generation 9-1-1 Projects.....	47
6. Contractual Requirements	52
7. Financial Stability	54
8. References	56
9. Fee Proposal	58
Appendix A: MCP Professional Services Agreement	60
Appendix B: Financial Report	72
Appendix C: Our Commitment to Our Clients	83
Appendix D: The Public Safety Ecosystem and MCP Service Offerings	85

1. Procurement Documents



Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: Mission Critical Partners, LLC

Street Address: 690 Gray's Woods Blvd.

City, State, Zip Code: Port Matilda, PA 16870

Phone: 888.862.7911 Fax: 814.217.6807 Email: Sales@MissionCriticalPartners.com

Do You Have A Business License? Yes: X No:

Augusta, GA Business License # for your Company (Must Provide): MCP will meet this requirement upon notice of award

And/or Your State/Local Business License # for your Company (Must Provide): 12029545

Utility Contractors License # (Must Provide if applicable): MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable):

Additional Specialty License # (Must Provide if applicable):

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license:

Acknowledgement of Addenda: (#1) X : (#2) : (#3) : (#4) : (#5) : (#6) : (#7) : (#8) :

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

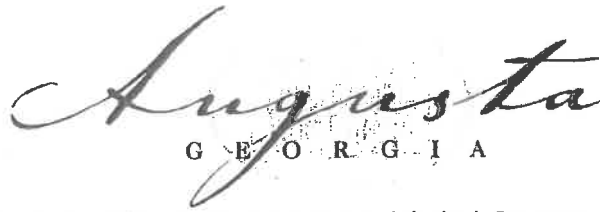
You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 4/09/21

RFP 24-167 Consultant Services for NextGen 9-1-1 Geographic Information Systems Support

RFP Due: Monday, April 1, 2024 @ 11:00 a.m.

Page 7 of 32



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

RFP Item #24-167 Consultant Services for NextGen 9-1-1 Geographic Information Systems Support

[RFP Project Number and Project Name]

John L. Spearly, Director of Contract Administration

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Mission Critical Partners, LLC

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) I am a legal permanent resident 18 years of age or older.

OR

3.) I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant (Handwritten Signature)

Signature of Applicant

John L. Spearly, Director of Contract Administration

Printed Name

N/A

*Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27th DAY OF March 2024

Notary Public (Handwritten Signature)

Commonwealth of Pennsylvania - Notary Seal
Joan M. Dashner, Notary Public
Centre County
My commission expires November 14, 2027
Commission number 1202934
Member, Pennsylvania Association of Notaries

My Commission Expires: November 14, 2027

NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL
Rev. 2/17/2016

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:
1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

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

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services **over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the **contractor affidavit** as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.


For additional information or to enroll your company, visit the State of Georgia website:
<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00 **Date of Authorization**
**** (E-Verify Number) 394283** **February 21, 2011**
Mission Critical Partners, LLC **RFP Item #24-167 Consultant Services for NextGen 9-1-1 Geographic Information Systems Support**
Name of Contractor **Name of Project / Bid Number**

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT
Name of Public Employer

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

Executed on March, 27, 2024 in Port Matilda (City), Pennsylvania (State).


Signature of Authorized Officer or Agent

John L. Spearly, Director of Contract Administration
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27th DAY OF March, 2024


Notary Public

November 14, 2027
My Commission Expires: **NOTARY SEAL**

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Commonwealth of Pennsylvania - Notary Seal
Joan M. Dashner, Notary Public
Centre County
My commission expires November 14, 2027
Commission number 1202934

2. Letter of Interest

March 27, 2024

Geri A. Sams
Procurement Director
Augusta Information Technology Department
535 Telfair Street, Room 605
Augusta, Georgia 30901

Re: Proposal for Consultant Services for NextGen 9-1-1 Geographic Information Systems Support

Dear Ms. Sams:

Mission Critical Partners, LLC (MCP) appreciates the opportunity to provide this technical proposal to Augusta, Georgia (Augusta) for consultant services for NextGen 9-1-1 Geographic Information Systems (GIS). Partnering with our team will provide the following benefits to Augusta:

A local understanding with a national perspective. Our GIS team has supported more than 150 GIS projects nationwide, ranging in complexity from local to statewide initiatives. Our proposed team has already gained an intimate knowledge of Augusta's GIS data. In 2022, we provided a complimentary analysis of Augusta's data utilizing the Georgia validation toolkit and submitted this data to the State of Georgia (State) on Augusta's behalf. We have also completed a successful GIS data validation and remediations project with Fulton County, Georgia, and the City of Atlanta (included as references).

An unmatched holistic public safety knowledge. MCP has supported over 3,200 projects for over 1,300 public safety and public sector agencies since 2009. Our in-house subject matter experts (SMEs) provide expertise in the entire public safety communications environment, including emergency communications center operations, technology implementation, facilities design, Next Generation 911 (NG911) systems, geographic information services (GIS), wireless broadband, land mobile radio, network management, and cybersecurity.

A proven track record of leadership and innovation. The experts at MCP have invested more than three decades in the 911 industry and serve in key leadership roles in all the major industry organizations, such as the National Emergency Number Association (NENA), Association of Public Service Communications Officials (APCO), and Industry Council for Emergency Response Technologies (iCERT); and as advisors to key federal and state governmental bodies.

In 2021, MCP was selected by the National 911 Program (Program) to provide support for its nationwide GIS data standardization project. MCP continues to work with the Program to deliver awareness on the potential issues and benefits of seamless national GIS data for 911.

The documents produced for this project will also outline potential strategies and resources required to achieve nationwide interoperable GIS uniformity.

As required, we are submitting the proposal in the following formats: One (1) unbound signed original, along with seven (7) spiral bound copies of the technical proposal. The Fee Proposal is submitted under separate cover.

MCP is prepared to serve Augusta by assisting you with achieving optimal delivery of emergency communications services—**because the mission matters**. If you have any questions regarding the information submitted, please contact Jim Rowe, the point of contact for this proposal response. His contact information follows:

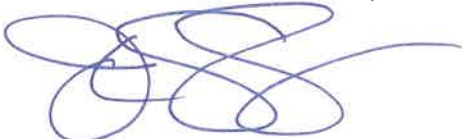
Jim Rowe, Client Services Director	Cell: 689.203.6012
Mission Critical Partners, LLC	Office: 888.862.7911
690 Gray's Woods Blvd.	Fax: 814.217.6807
Port Matilda, PA 16870	Email: JimRowe@MissionCriticalPartners.com

I am the authorized representative submitting this proposal on MCP's behalf and may be contacted at 888.862.7911 or Contracts@MissionCriticalPartners.com.

On behalf of our entire team, we stand behind Augusta, Georgia to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners, LLC



John L. Spearly
Director of Contract Administration

3. Qualifications and Experience of the Firm

MCP's Primary Business Interest and Brief History

Mission Critical Partners, LLC (MCP) is committed to delivering top-quality technical and operational consulting services to help managers overcome mission-critical challenges. Founded in 2009 with only a staff of five, the company has grown to a staff of more than 200 people.

Growth in Capability and Expertise

Over the past 14 years, our consulting practice has evolved beyond operational, facilities and automated systems procurement expertise to grow our expertise and skill set. Additionally, MCP is a vendor-neutral firm that brings a holistic understanding of the public safety environment and comprehensive set of solutions rather than a single focus or specialization.

Athena Advanced Networks

In 2018, MCP's first acquisition was Athena Advanced Networks, a managed service firm whose sole purpose was to monitor/service CAD solutions that inevitably expanded MCP's Lifecycle Management Services (LMS).

Black & Veatch Public Safety Consulting Group

In 2020, MCP acquired Black & Veatch Public Safety Consulting Group (BVPS), which included RCC Consultants, Inc., to strengthen our ability to modernize critical infrastructure networks by providing increased consulting and IT support services while broadening our expertise in designing and deploying reliable, advanced radio and wireless broadband communications systems. RCC Consultants was a leading nationwide consulting and engineering firm with 30 years of extensive hands-on experience in local government, public safety, and utility wireless communication systems, including 911 and land mobile radio (LMR).

URL Integration

The acquisition of URL in 2020 built MCP's Data Integration Services (DIS) to help our clients plan and implement complex data exchange points for the criminal justice and public safety sectors. Our data integration experts are dedicated to computer science research and analysis of networking computer systems and integrating data between systems, which is rare for a public safety services firm.

MTG Management Consultants

In 2021, MCP acquired MTG Management Consultants, a consulting firm that provided strategy and management services to local, county and state government entities, primarily in the justice and courts ecosystem.

RKV Technologies

In 2022, MCP acquired RKV Technologies, an advisory and managed services firm specializing in data integration, network management, information technology software solutions, consulting, and staffing support for government agencies. The integration of RKV Technologies reiterates MCP's commitment to supporting its clients with best-in-class data integration and lifecycle management services in the evolving public safety, justice, and public sectors, in addition to our shared mission of putting the client's mission first. Our combined expertise will improve outcomes for existing customers and new market opportunities.

Secure Halo™

Also acquired in 2022, Secure Halo provides leading-edge cybersecurity solutions that actively support the U.S. Department of Defense (DoD) and other federal clients. This acquisition elevates MCP's cybersecurity capabilities to help mission-critical organizations and public-sector agencies better strengthen their risk posture across their enterprise against the constantly evolving threat landscape. The Secure Halo cyber risk assessment will provide all MCP clients with a 360° view across an organization's enterprise to provide actionable insights into its overall security posture.

MCP's Key Principals

Darrin Reilly – Chief Executive Officer

Darrin is responsible for the day-to-day operations, organic and inorganic growth initiatives, and client satisfaction at Mission Critical Partners. He has more than three decades of working in mission-critical industries, with a focus on spearheading the development of high-quality and innovative products to serve federal, state, and local law enforcement, fire and emergency medical service (EMS) and 911 public safety agencies. Darrin is a leader who is adept at increasing sales, integrating acquired firms/assets, developing and enhancing go-to-market strategies, optimizing service/delivery methodologies, enhancing product life cycle flows, and growing overall enterprise value. Throughout his career, he's worked for several leading communications technology companies, including NICE Systems Inc, TriTech Software Systems (acquired and merged into CentralSquare), Airbus DS-Communications (acquired by Motorola), Positron Public Safety Systems (acquired by West Safety Services), and Motorola Solutions Inc.

Patrick Duffy – Chief Growth Officer

Patrick has 18 years of experience in the field of finance and accounting. Patrick previously worked as a manager in an audit practice and then spent five years at an aerospace and

defense supply chain company—first as director of financial planning and analysis, then as assistant controller. He joined MCP in 2016 as Controller and became Chief Financial Officer in 2018. In his role at MCP, Patrick is responsible for aligning the company’s financial resources to its strategy and overseeing all aspects of accounting, financial planning and reporting.

Federal, State, Local, Tribal, Territorial GIS Experience

MCP has supported more than 150 GIS projects nationwide on the federal, state, local, tribal, and territorial (FSLTT) levels. As a result, our team brings a strong understanding of national, state, and local regulations, standards, best practices, and policies that will be an important component of this project.

Table 1: FSLTT GIS Project Experience

FSLTT GIS Experience		
<p>Arizona</p> <ul style="list-style-type: none"> • Department of Public Safety • Department of Forestry and Fire Management • Department of Public Safety <p>Delaware</p> <ul style="list-style-type: none"> • Department of Homeland Security • Department of Emergency Management <p>District of Columbia</p> <ul style="list-style-type: none"> • Office of Unified Communications <p>Federal</p> <ul style="list-style-type: none"> • Chickasaw Nation • National Highway Traffic Safety Administration (NHTSA) 	<p>Missouri</p> <ul style="list-style-type: none"> • City of St Louis <p>Montana</p> <ul style="list-style-type: none"> • Gallatin County <p>Nebraska</p> <ul style="list-style-type: none"> • Nebraska Public Service Commission <p>Minnesota</p> <ul style="list-style-type: none"> • Department of Public Safety <p>Missouri</p> <ul style="list-style-type: none"> • Henry County <p>Montana</p> <ul style="list-style-type: none"> • Big Sky Fire District <p>Nebraska</p> <ul style="list-style-type: none"> • Public Service Commission <p>Ohio</p> <ul style="list-style-type: none"> • City of Cincinnati 	<ul style="list-style-type: none"> • Southern Alleghenies Cooperative • Venango County <p>Rhode Island</p> <ul style="list-style-type: none"> • Rhode Island State Police <p>South Carolina</p> <ul style="list-style-type: none"> • Aiken County • Beaufort County • Berkeley County • Calhoun County • Charleston County • Gibson County • Greenwood County • Horry County <p>Tennessee</p> <ul style="list-style-type: none"> • City of Memphis • DeKalb County • Maury County • Rutherford County

FSLTT GIS Experience		
<ul style="list-style-type: none"> National Association of State 911 Administrators (NASNA) Tachi-Yokut Tribe 	<ul style="list-style-type: none"> Cuyahoga County Department of Public Safety & Justice Affairs Warren County 	<ul style="list-style-type: none"> Tennessee Emergency Communications Board (TECB)
<p>Florida</p> <ul style="list-style-type: none"> Broward County Clay County Collier County Sheriff's Office Holmes County 	<p>Oklahoma</p> <ul style="list-style-type: none"> Association of Central Oklahoma Governments (ACOG) Creek County 911 Department of Emergency Management 	<p>Texas</p> <ul style="list-style-type: none"> Bexar Metro 911 Brazos Valley Capital Area Council of Governments Gulf Coast Region Houston-Galveston Area Council Lubbock County Emergency Communication District Montgomery County North Central Texas Council of Governments North Central Texas Emergency Communications District Parker County Potter Randall County Tarrant County TriCOG (Brazos Valley Council of Governments [COG], Central Texas COG, and Heart of Texas COG) Williamson County
<p>Georgia</p> <ul style="list-style-type: none"> City of Atlanta Fulton County 	<p>Pennsylvania</p> <ul style="list-style-type: none"> Allegheny County Bedford County Blair County Butler County Centre County City of Philadelphia Clearfield County Commonwealth of Pennsylvania Elk County Fayette County Fulton County Greene County Huntingdon County Jefferson County Lawrence County Mercer County Monroe County PA Turnpike Commission Pennsylvania Emergency Management Agency (PEMA) Perry County 	
<p>Illinois</p> <ul style="list-style-type: none"> Illinois State Police Lake County 		
<p>Kentucky</p> <ul style="list-style-type: none"> Kentucky 911 Service Board 		
<p>Maryland</p> <ul style="list-style-type: none"> Carroll County Charles County Dorchester County Harford County Maryland 911 Board Department of Information Technology Queen Anne's County Washington County 		
<p>Massachusetts</p> <ul style="list-style-type: none"> Massachusetts State Police 		
<p>Michigan</p> <ul style="list-style-type: none"> Macomb County Sheriff's Office 		
		<p>Virginia</p> <ul style="list-style-type: none"> Fairfax County Loudoun County Shenandoah County
		<p>Wisconsin</p> <ul style="list-style-type: none"> Ashland County Bayfield County



GIS Standards

At MCP, we have a passion for advancing the public safety and critical communications industries. One way we show that passion is by contributing to industry standards and incorporating them into our work. Our ultimate goal for supporting standards development is to align our technical and operational guidance with consensus-based standards that will improve emergency response outcomes for our clients and the communities they serve. MCP's staff contributions, both current and past, are reflective of our industry-wide knowledge. MCP has directly supported several GIS standards, including, but not limited to:

NENA Committee/ Subcommittee/Working Group	Contribution to Standards Document
<ul style="list-style-type: none"> PSAP Operations & Next Generation Integration Committee 	<ul style="list-style-type: none"> NENA-71-501 Information Document for Synchronizing GIS databases with MSAG & ALI
<ul style="list-style-type: none"> Core Services Committee 	<ul style="list-style-type: none"> NENA-INF-014.1-2015 Information Document for Development of Site/Structure Address Point GIS Data for 911
<ul style="list-style-type: none"> Data Management Committee Provisioning & Maintenance of GIS Data to ECRF/LVFs 	<ul style="list-style-type: none"> NENA-STA-005.1.1-2017 Standards for the Provisioning and Maintenance of GIS data to ECRF/LVF
<ul style="list-style-type: none"> Data Structures Committee Next Generation 9-1-1 (NG9-1-1) GIS Data Model 	<ul style="list-style-type: none"> NENA-STA-006.1-2018 Standard for NG9-1-1 GIS Data Mode

Resumes

Resumes highlighting our staff's qualifications and experience are included on the following pages.

James Rowe

Client Services Director, East, Mission Critical Partners

Jim is a results-driven, seasoned business management professional with extensive experience in building and nurturing strong alliances with the telecommunications implementation and managed services industry in the United States and Canada. He is adept at creating service offerings and profitable business operation strategies. Jim's areas of expertise include Lean Six Sigma, strategic alliance management and public safety. Jim manages business development for the Southeast U.S., representing clients and MCP's consulting needs for supporting mission-critical strategies, infrastructure and continuous support.

Representative Experience

State Experience

- Tennessee Emergency Communications Board (TECB)—Provided field support for the statewide 911 cybersecurity penetration testing

City/County Experience

- Eastern Seaboard Counties—Provided consultation to multiple counties regarding technical staffing strategies and co-managed IT solutions

Additional Experience

- Served as Director of Business Development DAS-BDA
 - Created marketing strategy for bi-directional amplifier/distributed antenna system (BDA/DAS) business
 - Won three large county RFPs/RFQs, resulting in 180 school public safety walks for in-building wireless testing and 23 school DAS installation
- Served as Services Channel Program Manager/Business Development Manager
 - Managed 76 enterprise and public safety service delivery partnerships and more than 300 certified service technicians, enhanced North American partner programs with an emphasis on delivering best-in-class service



Industry Experience

31 years

Education

B.A., Law and Justice, Central Washington University

Certifications

OSHA 30 General
OSHA 30
Construction

Six Sigma Green Belt

PCTEL Certified

Motorola Technical
Certifications
SmartZone,
Wireless Data
Systems,
Microwave, Fiber
Optics

solutions and oversaw compliance with all government requirements (e.g., ISO27001, ISO9001)

- Created Tableau report for 1,000 employees to validate technical certifications by technician and location
 - Reduced radio programming costs by 500% by designing a new service programming process
 - Designed strategies with principal owners to sell services while driving customer service excellence and quality with warranty and contracted services
- Managed business and managed services for public safety system integration
 - Led management team of customer support managers and project managers
 - Co-created disaster recovery offering and implemented it in two hurricanes, resulting in customer satisfaction
 - Supervised a 24-hour, 7-member response technical team and administrative personnel, performing installation, maintenance and repair; managed employee hiring, training plans, evaluations and development of standard operating procedures
 - Directed management of projects for building out data/voice system to include local county and cities included in interoperability agreements
 - Saved county thousands of dollars in annual maintenance labor by developing and improving technical team's skills; developed division operational procedures and processes to accommodate industry-recognized certifications for public safety systems

License

FCC GROL
License

Affiliations

National
Emergency
Number
Association
(NENA)

Association of
Public-Safety
Communications
Officials (APCO)



Robert Horne, ENP

Manager, GIS/911 Technology, Mission Critical Partners

Robert has built a long and successful career fostering prosperous relationships between local, regional, state and federal technology programs in the interest of interoperable public safety. Robert has experience with integrating people, processes, systems and data into 911 PSAPs, EOCs, fire and police command centers and fusion centers across the country. Areas of specialization include the performance of strategic consulting tasks, such as information gathering, needs analysis, application definitions, strategic and implementation planning, data modeling, business process reengineering and standard operating procedures development. Robert is the Manager of the GIS and 911 Technologies teams.

Representative Experience

Federal Experience

- National Highway Traffic Safety Administration (NHTSA) National 911 Program—National GIS capabilities gap analysis and strategic plan

State/Regional Experience

- Maryland 911 Board—NG911 Spatial Interface (SI) data analysis and readiness assessment and statewide NG911 GIS strategic plan and implementation support
- Maryland 911 Board—NG911 GIS strategic plan 2023 update
- Pennsylvania Emergency Management Agency (PEMA)—NG911 GIS strategic plan and statewide implementation coordination
- PEMA—NG911 GIS strategic plan 2020 update and 2023 update
- Pennsylvania Region 13 Task Force—NG911 GIS readiness gap analysis and five-year strategic plans for each of the 15-member jurisdictions and the region
- Arizona 911 Program—NG911 GIS strategic plan and statewide education and outreach
- Arizona 911 Program—NG911 GIS readiness gap analysis for every local 911 system



Industry Experience

30 years

Education

B.S., Computer Science, Business Information Systems, Columbia Southern University, AL

Certifications

Emergency Number Professional (ENP)

Federal Emergency Management Agency (FEMA) Emergency Management Institute, Certified Emergency Operations Center Manager

The State of Florida, Disaster

- Virginia Information Technologies Agency (VITA)—GIS needs analysis and implementation planning and NG911 strategic planning roadmap
- Nebraska Public Service Commission (NPSC)—NG911 strategic planning and GIS support and wireless integrity testing
- Minnesota Department of Public Safety, Emergency Communications Networks—NG911 strategic planning and GIS support
- District of Columbia Homeland Security and Emergency Management Agency (HSEMA)—Creation of geospatial program for EMA, providing support for 3 presidential inaugurations, 78 federal national security special events and more than 100 natural and human-created disaster activations; management of a team of six analysts
- Washington, DC, Washington Regional Threat Analysis Center (WRTAC)—Development and management of geospatial intelligence program, providing law enforcement sensitive and classified analysis of law enforcement, health and homeland security data for steady-state operations, national security events and emergency response

City/County Experience

- Atlanta, GA—CAD and GIS data cleanup, integration and migration support
- Fairfax County, VA—NG911 GIS readiness assessment project support
- Carroll County, MD—NG911 GIS readiness assessment and data improvement
- Charles County, MD—Fire and EMS assessment and strategic plan
- Burke County, NC—NG911 GIS readiness assessment and project management
- Wake County, NC—Emergency management study and gap analysis

Recovery
Operations (G385)
"Train the Trainer"

Associations

National
Emergency
Number
Association
(NENA)

Maryland State
Geographic
Information
Committee
(MSGIC)

Claudia M. Henriquez

Technology Specialist – GIS, Mission Critical Partners

Claudia is a technical specialist with significant industry experience. Her experience includes 911 GIS data management and quality assurance/quality control, development of standard operating procedures (SOPs) for addressing discrepancies, Esri license support and data configuration for software synchronization to compare GIS, Master Street Address Guide (MSAG) and automatic location identification (ALI). Additional areas of experience include the use of ArcGIS and Esri web-based GIS to improve the accuracy of GIS 911 data and to ensure compliance with NENA NG911 standards.

Representative Experience

Federal Experience

- National Highway Traffic Safety Administration (NHTSA) National 911 Program—Identified gaps in GIS capabilities and develop strategies for mitigating issues
 - Attended remote and in-person brainstorming sessions with stakeholders to ascertain the capabilities of the GIS industry in supporting NG911
 - Drafted an outreach plan and worked with the 911 Program to identify a set of stakeholders to participate in information-gathering

State/Regional Experience

- State of Tennessee—Supported recurring ALI to GIS comparison and corrections
- Arizona Department of Administration (ADOA)—Supported the development of a statewide GIS assessment to prepare for transitioning to NG911
 - Worked with agencies, ADOA leadership and project stakeholders to develop an executable roadmap for GIS to support NG911 and Next Generation 911 Core Services (NGCS) geospatial routing
 - Assessed the organization using MCP's proprietary assessment tool, Model for Advancing Public Safety®



Industry Experience

9 years

Education

B.A.,
Environmental
Science, University
of Florida

Certifications

GIS Certification,
The Pennsylvania
State University

Associations

National
Emergency
Number
Association
(NENA)

(MAPS®), for fifteen 911 systems to identify areas of excellence and areas of deficiencies in GIS/NG911

- Pennsylvania Emergency Management Agency (PEMA)—Provided support to update the GIS Strategic Plan
- State of Florida—Served as GIS Analyst
 - Utilized ArcGIS Desktop and Esri web-based GIS to improve the accuracy of GIS 911 data and ensure compliance with NENA NG911 standards
 - Collaborated with clients, CAD vendors and 911 Mapping System vendors to upload accurate 911 layers into the respective systems
 - Supported PSAPs with the creation of SOPs for addressing data discrepancies
 - Generated synchronization reports between GIS, MSAG and ALI databases to monitor progress toward the 98% match rate required by NENA standards

City/County Experience

- Atlanta Airport—Supports GIS data updates for transition to the Airport's own P1 CAD system
- Holmes County, FL—Project Manager/GIS SME to maintain GIS data standards
- Department of Atlanta Information Management, GA—Provided GIS support; supported updates of GIS data for transition to new Motorola Premier 1 CAD system; performed topology corrections, correction of attribute data, updates to the SQL Server, layer corrections and addition of new addressing data such as streets and addresses
- Fulton County, GA—Supported GIS data assessment project; performed a complete quality control assessment of GIS data layers related to emergency service zones (ESZs), road centerlines, site/structure address points and PSAP boundaries

James Wood

Geographic Information System Senior Analyst, Mission Critical Partners

James is a seasoned GIS professional with technical skills that include ArcGIS Enterprise with SQL Server Database, ArcGIS Pro, ArcGIS Online (together with web application frameworks including Experience Builder, Web App Builder, Operations Dashboard and Story Maps), QGIS, PostgreSQL and SpatialLite. He has authored and taught various training curricula for 100 emergency communications districts (ECDs) in the state of Tennessee. In addition, he has conducted ArcGIS training at E911 centers. James has shared his knowledge at multiple industry conferences, including NENA and APCO conferences, to educate attendees regarding topics in the 911 industry.

Representative Experience

State/Regional Experience

- State of Maryland—Served as senior GIS analyst on validation of statewide GIS data
- State of Tennessee—Served as senior GIS analyst for the Phase 2 i3 cutover

City/County Experience

- Dorchester County, MD—Provided GIS subject-matter expertise on a project to ready the County for ESInet and Next Generation Core Services transition, 911 GIS administration and NG911 GIS administrative support
- Maury County, TN, Emergency Communications District—Served as a GIS SME on a project to provide NG911 training and support services
- DeKalb County, TN, Emergency Communications District—Provided GIS subject-matter expertise on GIS training for editing and workflow tasks
- Gibson County, TN, Emergency Communications District—Served as a GIS SME on a project to provide NG911 training and support services
- Allegheny County, PA—Served as senior GIS analyst on a project to provide addressing support of the County's GIS



Industry Experience

29 years

Associations

National
Emergency
Number
Association
(NENA)

Association of
Public-Safety
Communications
Officials (APCO)

TECB GIS
Advisory
Committee

TECB Training
Advisory
Committee

Additional Experience

- Managed project to create the Tennessee Information for Public Safety dataset and authored the *GIS Data Standards for NG9-1-1* adhered to by all 100 ECDs
- Acted as liaison with the Tennessee Emergency Communications Board (TECB)
- Served as technical SME on the Tennessee One Road projects
- Participated in Vigilant Guard '08 Tennessee Army National Guard (TANG) statewide disaster exercise; Smyrna, Tennessee Joint Operations Center (JOC), J-2 support
- Conducted ArcGIS Enterprise and ArcGIS Online implementations
- Performed Local Government Information Model migrations
- Trained 160th Special Operations Aviation Regiment (SOAR) on Esri GIS implementation
- Managed Spatial Interface (SI) projects for the states of Tennessee and Maryland
- Served as advisor to GIS product extension development
- Developed proposals/contracts for E911/military GIS applications and data integration
- Geodatabase design and geoprocessing workflow
- Conducted map-ALI software installation and training
- Managed E911 GIS applications implementation

Denise M. Oshall

Public Safety Specialist-GIS, Mission Critical Partners

Denise is a GIS professional with extensive experience in project coordination activities, quality control tasks and report documentation. Her expertise includes NextGen 911 systems, GIS/master street address guide (MSAG)/automatic location identification (ALI) data synchronization, geographic database development and analysis, and parcel database maintenance. Additional areas of specialization include performing GIS analysis for the FAA Agricultural Geographic Information Systems (AGIS) projects and applying extensive knowledge of quality assurance, Esri, AutoCAD Civil 3D and ArcGIS.

Representative Experience

State/Regional Experience

- Delaware—Assisted the state with GIS updates to their regional CAD solution during a staff transition period and provided training to new GIS staff.
- California—Prepared GIS data findings and recommendations report
- Iowa—Developed GIS data findings and recommendations report
- Michigan—Conducted quality control checks on all county-submitted data and prepared GIS data guideline documents for state and county use
- Ohio—Prepared GIS data findings and recommendations report
- West Virginia—Developed data and map for regional broadband drive testing results
 - Prepared report of GIS findings and recommendations; reviewed broadband provider data and developed final check maps and developed served and unserved broadband area maps based on analysis of statewide broadband data
- Butler, Lawrence, Mercer and Venango counties, PA—Performed GIS needs analysis and facilitated the merger of each county's GIS database into a regional CAD solution



Industry Experience

25 years

Education

B.S., Geology,
Edinboro
University, PA

Associations

NENA
Site/Structure
Address Point
(SSAP) Work
Group, Former
Member



- Blair, Cameron, Clearfield, Elk, Jefferson, Lawrence, Monroe, Venango, Wyoming and Westmoreland counties, PA—Performed base map updates, street name changes, data entry, addressing address review; created Emergency Service Zone (ESZ)/E911 postal plots and field plots; assisted the U.S. Postal Service with rural to 911-style address conversion; prepared address notification mailers; answered resident concerns following notification delivery and provided GIS training and assistance to county staff
- Elk County and Jefferson County, PA—Updated addressing database and tools to Esri Local Government Model Database and provided training on Esri local government addressing tools

City/County Experience

- Juniata County, PA—Performed monthly tax parcel maintenance updates for parcel mapping project and assisted with a countywide upgrade to Esri ArcMap version 10.3
- Bradford County, PA—Converted ALI database rural address to 911-style address
- Dunwoody, GA—Facilitated CAD-to-CAD interface project completion and determined and recommended solutions to MSAG issues between the CAD interfaces
- Cuyahoga County, OH—Performed synchronization of centerline geodatabase with MSAG database using online resources
- Franklin County, OH—Completed GIS assessment of 16 PSAPs and GIS findings and recommendations report
- San Diego County, CA—Developed Wildland Urban Interface Plan geodatabase to provide a documented method for handling fire emergencies within selected communities
- Chowan County, NC—Created digital tax parcel data from scanned and geo-referenced tax maps and created E911 centerline and address point layer geodatabase

Dawn Baldrige

Technology Specialist – GIS, Mission Critical Partners

Dawn is a geospatial expert with years of experience using the ArcGIS suite of software to design, analyze, update and manipulate spatial data for geodatabases. She is well-versed in ArcGIS Hub and Experience Builder website development and oversight of county/statewide NG911 GIS projects. Dawn frequently facilitates educational and regional events for NG911 GIS stakeholders and end users for Maryland and mid-Atlantic region agencies.



Representative Experience

Federal Experience

- U.S. Department of Transportation (DOT), National Highway Traffic Safety Administration (NHTSA), National 911 Program
 - Composed questionnaires for the NG911 GIS assessments
 - Conducted in-person interviews as part of GIS assessments using MCP's Model for Advancing Public Safety® (MAPS®)
 - Managed NG911 Tribal implementation plan for the Chickasaw Nation
- U.S. Army Aberdeen Proving Ground (APG)—Directorate of Public Works, Master Planning Division
 - Updated and maintained more than 150 existing geospatial data sets and created new ones as needed
 - Developed, coordinated, maintained and enhanced APG E911 GIS systems program and all supporting databases
 - Created and provided final acceptance of new address points, polygons and street centerline data for input into the various GIS databases, including E911 and distribution to numerous government agencies; centerline data created in compliance with NENA standards and consistent with the Master Street Address Guide (MSAG)
- U.S. National Park Service, Assateague Island National Seashore
 - Conducted GPS survey-grade data acquisition for a variety of projects using Trimble R8 GNSS and 5700 receivers;

Industry Experience

26 years

Certifications

Certified Esri Training

Certified Trimble Training

Associations

National Emergency Number Association (NENA)

performed resource-grade GPS on other Trimble receivers and used Trimble Pathfinder Office for post-processing

State/Regional Experience

- State of Maryland—Department of Information Technology
 - Handled oversight of 24 jurisdictions, emergency communications center (ECC) GIS and migration of GIS from E911 to NG911
 - Managed monthly meetings to assist the ECC GIS group with the migration of GIS data to NG911
 - Managed quarterly meetings for regional GIS NG911 stakeholders
 - Supported the State in evaluating 3D backend solutions for PSAPs
 - Presented to the Maryland 9-1-1 Board on multiple matters for NG911 GIS
 - Assisted in creating PSAP/provisioning layers and guided layer maintenance
 - Developed and maintained 911.Maryland.gov for all things NG911 in Maryland
- Southwestern Pennsylvania Regional Task Force (Region 13)—Handled publishing/administration of Esri's ArcGIS Server technologies and SQL Server and assisted in the creation of extract, transform, and load (ETL) data integration process for migration of GIS data to NG911
- Arizona Department of Administration (ADOA)—Conducted in-person GIS MAPS assessment interviews for counties and tribal nations to determine the status of NG911 migration and supported the writing of five MAPS assessment reports

4. Organization and Approach

MCP's Specialized Professionals	
<ul style="list-style-type: none">• Former public safety communications operations staff, managers, and directors• Former law enforcement, fire, and EMS• Project Management Professionals (PMP)• Emergency Number Professionals (ENP)• Professional Engineers	<ul style="list-style-type: none">• GIS specialists• Public Safety technology specialists• Radio and wireless communications specialists• Facility and staffing experts• Operations and training specialists

With more than 200 staff members, MCP's specialized professionals are integral members of our team. MCP has identified in the figure below the key team members that we plan to assign to this important project.

Organizational Chart

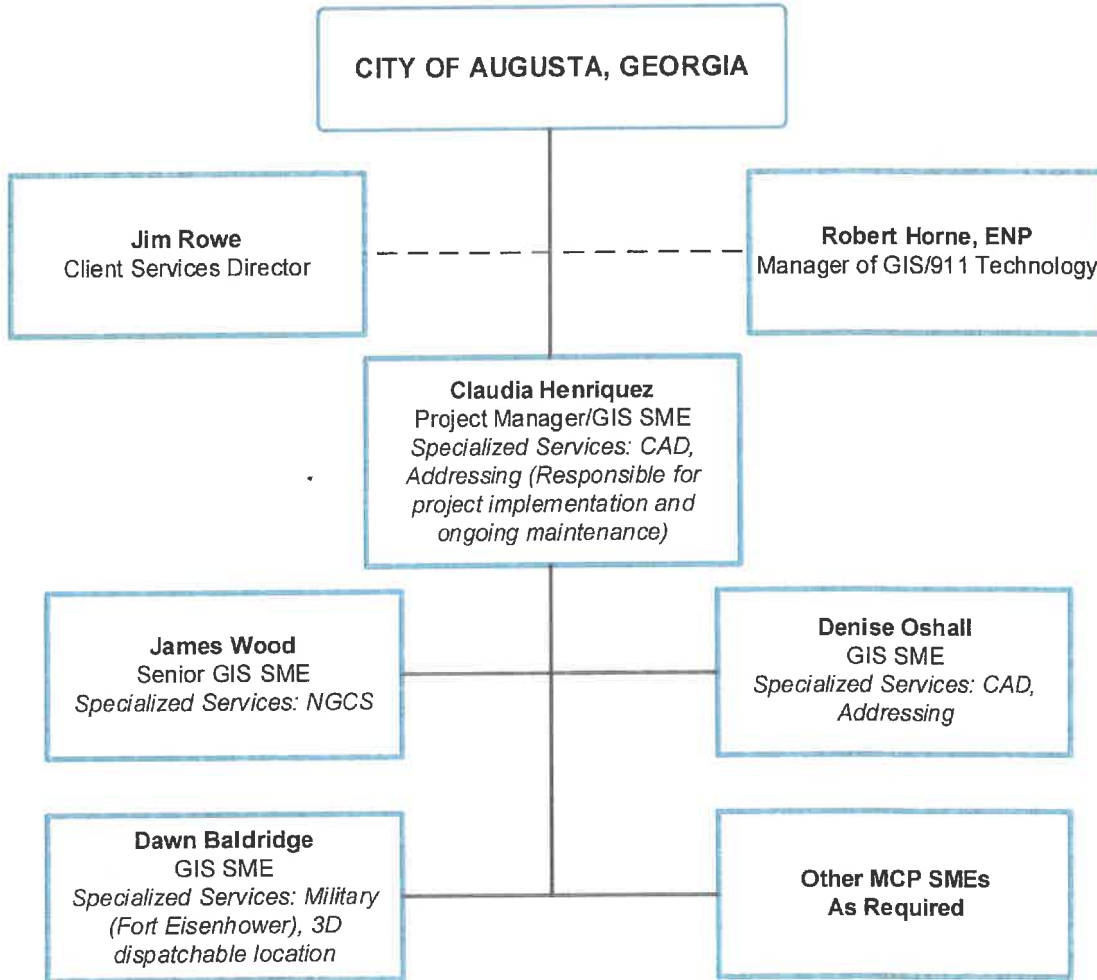


Figure 1: Project Team

Each team member brings a unique skill set and depth of experience in NextGen 9-1-1 projects. Additional resources and subject-matter experts are available also, as we are a full-service firm focused on all aspects of public safety communications.

Experience and Qualifications

Detailed experience and qualifications of our staff members and firm are provided in Section 3. Qualifications and Experience of the Firm.

Lines of Authority

Claudia Henriquez, the MCP project manager, is the individual response for decision-making and accountability, completion of project work, **and overall responsibility for implementation**. She **also will be responsible for ongoing support**. Claudia will be available to Augusta for regular work activities during regular working hours (8 AM to 5 PM EST) and, in the unlikely case of emergency, 24 x 7.

As Project Manager (PM), Claudia will have authorization to make all decisions as necessary to complete the project. All SMEs will report directly to her. **Claudia and Robert Horne**, MCP's Manager of GIS/911 Technology, **will be the primary responsible parties** for this initiative.

MCP's client service director, Jim Rowe, will provide high level, administrative oversight to ensure the PM is accountable for all project work and delivers all project work to the satisfaction of Augusta.

Staff Limitations

The staff assigned in MCP's proposal are the primary resources that will work the project. When planning the allocation of staff for a project, MCP takes into account all potential projects to ensure all MCP staff are prepared and have the availability to support new projects from start to finish. MCP has never had to replace any staff members on a project because of a lack of availability due to their project workload.

5. Scope of Services

Project Understanding and Overview

Mission Critical Partners (MCP) understands that Augusta has identified the need to obtain a professional services consulting firm to assist Augusta with strategic planning to support the migration to and ongoing maintenance of GIS data for Next Generation 911 (NG911), as well as provide GIS data improvement services in preparation for the migration to NG911. Further, MCP acknowledges that Augusta requires that all GIS deliverables conform to NENA GIS data standards. We also assert that Augusta should consider State NG911 GIS data standards and will advise Augusta on which standard is more exact at the individual requirement level.

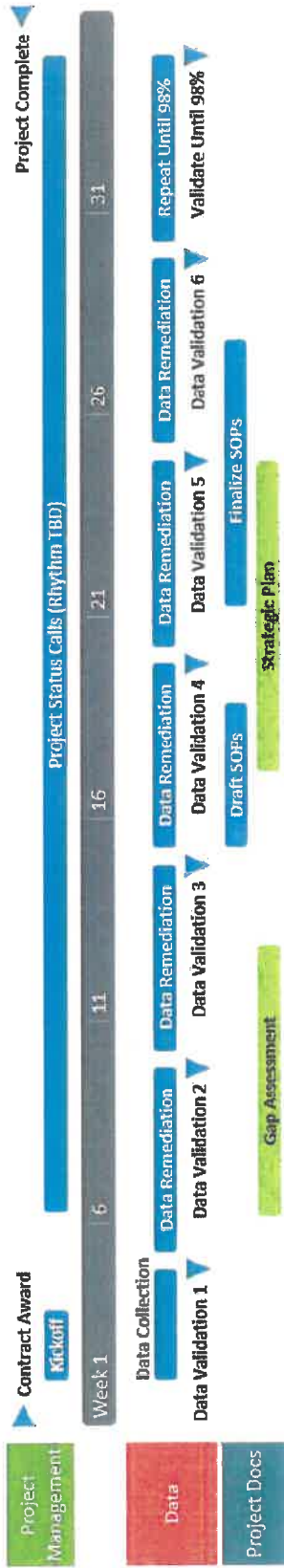
MCP continues to assist multiple jurisdictions in Georgia with similar efforts and has a long working relationship with the State Geographic Information Office (GIO), as well as the State 911 office. Augusta will benefit from MCP's projects in Fulton City, the City of Atlanta, the Atlanta Airport and with the State GIO and State 911 office.

MCP understands that Augusta does not desire to incur additional software licensing costs. As an Esri Partner, MCP remains committed to cost effective solutions for our clients and has developed a process using Esri tools already available to Augusta through their existing licensing. Validation tools are available through the State and MCP actively works with the GIO to identify necessary improvements to the tools so that they remain relevant and useful to Georgia jurisdictions. MCP deliverables will not require any additional licensing to view or maintain the GIS data.



On the following pages, MCP has outlined our approach and solution for Augusta to support the enhancement of its public safety services.

Proposed Schedule



Project Management Approach

MCP will work closely with the Augusta Information Technology Department (IT) throughout the project lifecycle. The Project Management Institute (PMI) framework has been used to develop our response to meeting your needs.

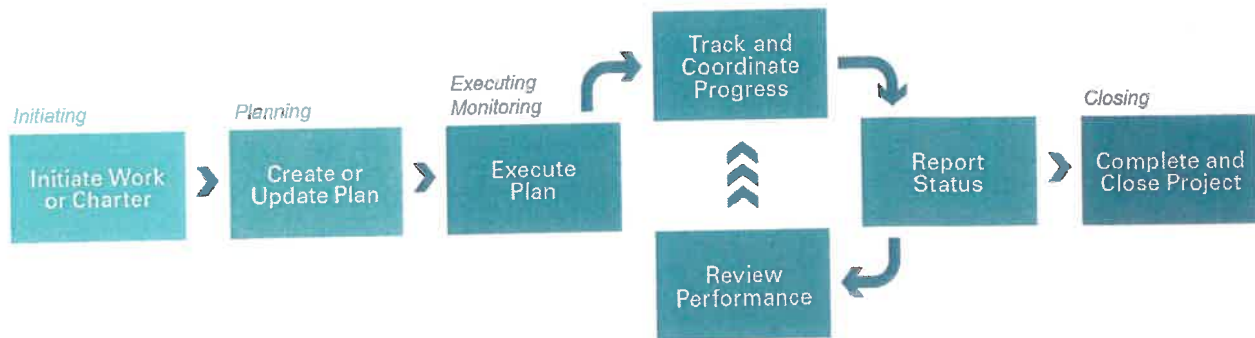


Figure 2: PMI Framework

The PMI framework breaks the lifecycle down into four stages: *Initiating*, *Planning*, *Executing/Monitoring*, and *Closing*. These stages are illustrated in the above graphic. This industry standard will be used by our PM to promote a successful outcome and alignment with IT's goals and expectations for planning, data analysis, and remediation.

Initiating and Planning

After kicking off the project and working closely with your team, MCP will develop a customized approach for your agency and stakeholders that drives the project from planning through completion. Depending on project complexity, this approach will be documented in a project work plan; a shorter, smaller plan may be developed based on the accepted scope of work. This scope/work plan will be submitted and reviewed for Augusta's approval prior to project execution. Subsections may include:

- Risk identification and response plan
- Communications plan for status and progress
- Resource needs and allocation plan
- Deliverable acceptance plan

Executing and Monitoring

MCP will execute the scope/work plan as documented and update you on progress, performance, and concerns, if any. We will conduct routine project reviews to validate plan alignment for client satisfaction and quality management. The project reviews will focus on:

- Scope (including requirements and quality control)
- Schedule (including planned vs. actual)
- Budget (including planned vs. actual)
- Deliverable and artifact reviews
- Ongoing risk reduction
- Ongoing issue resolution
- Readiness and transition for changes

These reviews and regular project updates will directly impact our continued execution, helping us mitigate potential risks and increase efficiency/performance.

This approach to execution and monitoring results in an opportunity for overall greater success.

Closing

As the project ends, we will coordinate with your team to ensure agreed-upon deliverables have been submitted and accepted, and that you are ready to take your next step post-project. We also will maintain contact as desired through a designated point of contact if additional services are requested or available in the future.

Additionally, MCP practices two exercises as a form of self-check:

- Internally, we conduct a “Lessons Learned” to revisit and gauge our own performance and project outcomes, giving MCP an opportunity to continuously improve as we continue providing services based on internal observations.
- Externally, we perform “Client Satisfaction Outreach,” which involves directly asking our clients post-closeout to evaluate our performance and their satisfaction. We use this information to reflect on how our clients perceive our work and consider opportunities for improvement we may not have noticed otherwise.

Project Management Tools

In alignment with the complexity of the project, MCP will manage and track project resources, assignments, and costs and will maintain the schedule using a combination of manual and automated industry-recognized tools.

Deltek Vantagepoint	Egnyte	Online Communications
<ul style="list-style-type: none"> • Integrated, enterprise planning tool • Creates and resource-loads a project plan • Assists with continuity between tasks and tracks project financials 	<ul style="list-style-type: none"> • Secure, cloud-based file-sharing platform • Allows centralized file access based on stakeholder needs 	<ul style="list-style-type: none"> • Video and instant messaging • Improves communication and technology compatibility • Platforms include Microsoft Teams and Zoom

Figure 3: MCP's Project Management Tools

Using these tools, the PM will be able to:

- Support efficient use of staff and subject-matter expert resources
- Mitigate against staff being assigned more hours in each period than could be reasonably applied
- Monitor and compare hours planned or needed to complete a task against the hours assigned

This allows the PM to assign time and tasks in a balanced and reasonable fashion to identify pending shortfalls and rebalance staff assignments to accommodate and address the potential shortfall, if needed, and communicate changes in regular project meetings to align with your requirements and expectations.

Project Scope

Task 1: Project Kick-off Meeting

Upon project initiation or kickoff, MCP will verify needs and expected outcomes to confirm scope, approach, and timing.

MCP will conduct a project kick-off meeting with the project team and stakeholder representatives to:

- Establish mutual acquaintance
- Clarify roles and expectations
- Review and seek alignment on project objectives, goals, and deliverables
- Confirm scope, approach, and timeline
- Set project touchpoint schedule and process
- Define success according to every stakeholder

Kick-off Meeting Review

- *Project and task milestones*
- *Schedules and deliverables*
- *Project budget*
- *Schedule progress review meetings*
- *Review existing documentation*

MCP's project manager (PM) will facilitate the meeting.

Prior to the meeting, MCP will review available documentation regarding our approach to determining GIS readiness:

Augusta and MCP will use Task 1 to gain a mutual understanding of Augusta's future vision.

Along with walking through our methodology to complete this project, MCP will begin the collection of existing GIS data, standard operating procedures, GIS data workflows, and other pertinent items.



Deliverables:

- Kickoff Meeting Agenda
- Kickoff Meeting
- Meeting Notes



Assumptions:

- Augusta shall provide meeting space appropriate to the number of Augusta stakeholders and three MCP staff
- Augusta shall provide access to GIS data and related documentation
- MCP understands that all data and documentation provided by and created for Augusta shall remain the property of Augusta without license or limitation
- All GIS data edits shall be reviewed by Augusta and returned within 60 days
- All errors or omissions identified by Augusta in the GIS data shall be corrected by MCP and returned to Augusta within 30 days
- Software, licensing, hardware and related computing materials necessary to complete this project are the responsibility and property of MCP and will not be turned over to Augusta upon completion of the project

Task 2: GIS Data Remediation

MCP will review the State of Georgia¹ and NENA NG911 GIS Standards and develop all GIS data within the scope of this project to the more stringent metrics to ensure the requirements of the selected Next Generation Core Services (NGCS) provider, per their interpretation of the standards, are met. It continues to be our experience that each NGCS provider interprets the standards differently and to their advantage. MCP is vendor-neutral and holds all vendors to the same strict metrics on behalf of each MCP client.

MCP GIS subject matter experts (SMEs) have more than 100 combined years of experience in change detection, digitizing, data collection, and GIS data development. In addition to Augusta’s GIS data, MCP has access to a wealth of reference GIS and imagery data to assist in identifying problem areas. MCP also employs a deep bench of other SMEs from TELCO and legacy data providers to assist in converting tabular data into useful reference data for this effort.

The Senior GIS Specialist (Project Manager) will coordinate the team of GIS SMEs and apply the professional(s) with the most experience to each task. All deliverables will be peer reviewed by the other GIS SMEs prior to delivery to ensure highly accurate and fully attributed data deliverables. The State’s validation portal provides detailed remediation reports that allow the GIS professional to quickly identify the errors and associated corrective actions necessary to resolve the errors. Table 1 (and the detail narrative following the table) below outlines the quality control checks performed by MCP to ensure the error remediation efforts did not break any data relationships necessary for the functional elements within the NGCS. Quality control tests are repeated each time the results are returned from the State validation system.

Table 1: GIS Data Quality Control Test

Quality Control Test	Address Points	PSAP Boundaries	Emergency Service Boundaries	Road Centerlines
Conformance with State and NENA standards	✓	✓	✓	✓
Identification of any additional field(s) that should be added	✓	✓	✓	✓

¹ <https://ng911-hub.gio.georgia.gov/pages/georgia-geospatial-standards-for-next-generation-9-1-1-data>

Quality Control Test	Address Points	PSAP Boundaries	Emergency Service Boundaries	Road Centerlines
to the dataset to comply with State and NENA standards				
Spatial and attribute quality control	✓	✓	✓	✓
Identification of gaps or overlaps (topology)	✓	✓	✓	✓
Identification of data attribute inconsistencies	✓	✓	✓	✓
Connectivity of the road network				✓
Congruency with other layers	ESB and PSAP Polygons and Road Centerline Address Ranges	Road Centerlines and ESB Polygons	Road Centerlines and PSAP Polygons	ESB and PSAP Polygons

1. **Road Centerlines:** MCP GIS SMEs will update Augusta's road centerline network to meet or exceed NENA and State requirements including topology requirements. Address ranges will be checked for overlap. Care will be used to maintain computer-aided dispatch (CAD) formatting and attribution as necessary.

It is important to note that the CAD vehicle routing line direction and NENA line direction standards are contradictory. Changing the CAD requirement (direction of travel) will break vehicular routing and nearest dispatch capabilities in the CAD system. The NENA line direction (low address to high address) can be ignored and marked as an exception in the spatial interface (SI) to the NGCS. These exceptions will not adversely affect emergency call routing and will allow Augusta to maintain a single road centerline file for both uses.

2. **Address points:** MCP GIS SMEs will update Augusta's site structure address points to meet or exceed NENA and State requirements. Where long driveways exist, MCP will work with Augusta to determine the best approach to connecting the address point to the road centerline—fishbone, point of ingress, named driveway added to road centerline

data—for each occurrence, to meet Augusta’s 911 needs. Where non-compliant or duplicate addresses exist, MCP will flag the errors for follow-up with Augusta. MCP will implement the recommended changes only after approval from Augusta.

3. **PSAP Polygon:** MCP actively participates in industry workgroups defining inter-jurisdictional standards and aggressively promotes the importance of seamless 911 GIS data nationwide. MCP has facilitated cross-County, -state, -national, and -international boundary reconciliation for nine states and more than 300 counties. In addition to achieving seamless boundaries for all MCP clients, our SMEs also establish connections between our clients and their neighbors to ensure continued collaboration into the future. This is especially important in Emergency Services IP Network (ESInet)-rich environments such as Georgia, where the State has yet to establish a statewide ESInet.

The development of a PSAP boundary for Augusta also requires careful coordination with surrounding PSAPs. Further, many jurisdictions are split between PSAPs, and Augusta may provide 911 service, and need to receive 911 calls, outside of the corporate boundary.

4. **Provisioning Boundary:** MCP will apply the same approach as used in developing the PSAP polygon to the creation of Augusta’s provisioning boundary. Care will be taken to ensure the responsibility for GIS data maintenance and provisioning into the NGCS is well documented and translated into geospatial data.
5. **Emergency Service Boundaries:** MCP SMEs have a wealth of experience in facilitating boundary development and resolution efforts and will apply this experience to creating and resolving Augusta’s fire, police, and emergency medical service (EMS) boundaries according to NENA and State standards. MCP understands the accuracy and nesting requirements for NG911 GIS data and will meet or exceed all applicable standards when developing or improving these GIS data. Where conflicting areas of responsibility claims exist, MCP will work with Augusta to resolve the issue and the GIS data.
6. **Incorporated Municipal Boundaries:** While the PSAP boundary is not legal and does not need to follow legal boundaries, it is vital that the legal boundaries used in the 911 centers are accurate, topologically correct, and adhere to the same strict update requirements as the NG911 required GIS data. To that end, MCP SMEs will work with Augusta and surrounding jurisdictions to resolve corporate boundaries with the same accuracy as the NG911 boundaries. MCP will evaluate multiple sources for a starting point for corporate boundaries and provide a draft and final product based on the best information available.

MCP will review existing processes and standard operating procedures (SOPs) and provide updates or develop missing SOPs for all processes performed during this project including, but not limited to, the following:

- Assess and document the processes related to the creation or updating of SOPs for:
 - MSAG, ALI, no record found (NRF), and PSAP-reported discrepancies
 - Obtaining, verifying, and validating new or changed roads and addresses
 - Identifying person(s) responsible for updating the GIS data—and their alternate
 - Determining the frequency, testing, and configuration of PSAP mapping updates
 - Municipal boundary changes (annexations) and audit trails
 - Change management/audit trail for boundary changes regarding law enforcement, fire/rescue, emergency medical services (EMS), and/or the PSAP
- Documenting, reviewing, validating, and updating data based on input provided by addressing coordinators' or telecommunicators' corrections or suggested corrections
- Wireless tower location process for MSAG and GIS
- Validate the verification process of wireless cell tower(s) and sector information—and ensure that such is provided on the wireless routing spreadsheet
- Resolve discrepancies in addressing, such as with new property developments and structures
- Documenting addressing conventions used by each addressing authority in the 911 jurisdiction
- Validation of GIS data backup and disaster-recovery procedures
- MSAG-to-GIS and ALI-to-GIS comparisons—frequency and distribution of summary reports
- Maintaining and updating the contact list for:
 - Wireline service providers
 - Wireless service providers
 - Voice over Internet Protocol (VoIP) service providers
 - Public safety agencies, Augusta and municipal officials, emergency operations centers (EOCs), utility and telephone companies, etc.
 - Addressing authorities
- Quality assurance program processes for testing data integrity of:
 - Road centerlines
 - Address points
 - Legacy ESZs and NG911 ESBs
 - PSAP boundaries
- Validation of information flow between the MSAG coordinator, addressing authorities and PSAPs

- Any other GIS data-provisioning responsibilities—outside PSAP call-handling equipment (CHE)—for any computer-aided dispatch (CAD) systems; data for public safety agencies (e.g., law enforcement, fire/rescue, EMS); and/or other city/Augusta entities (e.g., emergency management coordinators, EOCs, fire marshals)
- Documentation and optimization of processes related to the creation, maintenance, and transmission of GIS data from addressing authorities to central GIS databases

MCP will document SOPs currently in place and will provide recommendations for creating SOPs that are needed to support NG911.

Acknowledgement of Performance Metrics from the RFP:

MCP acknowledges the following performance metrics as stated in the RFP:

1. Analysis to discover and/or correct, at a minimum:
 - a. duplicate addresses and/or address points
MCP shall document errors and recommended resolution for each and implement the recommended resolution with approval from Augusta
 - b. non-addressed areas
MCP shall identify non-addressed areas, recommend proper addressing and implement the recommended resolution with approval from Augusta
 - c. centerline address ranges with switched even/odd values, overlapping or inconsistent address ranges, low/high values reversed, etc.
MCP shall correct the above listed errors and record the resolution steps in the NOTES attribute for each dataset
 - d. address points that do not map to a centerline or map to an incorrect centerline segment
MCP shall identify addressing errors, recommend proper addressing and implement the recommended resolution with approval from Augusta
 - e. address points that are out-of-order
MCP shall identify noncompliant addresses and recommend the proper addressing. Augusta will work with the owner to remedy the addressing error
 - f. centerlines drawn with incorrect directionality
MCP recommends maintaining the drawn road centerline direction in accordance with Augusta CAD system's requirements. MCP will correct directional errors with written acknowledgement of this issue from Augusta and written guidance
2. Features with null, missing, or duplicate geometries

- a. Features with null, missing, duplicate or incomplete attributes
MCP shall populate all State and NENA required attribution (including NENA-required URIs)
 - i. [unique identifiers]
MCP recommends a placeholder value—ten digit admin line—for the URI value until said value is assigned and registered by the NGCS provider. Once assigned—if prior to completion of this project, MCP shall populate all NG911 GIS datasets with the correct value
 - b. MSAG records with zero range and/or no matching road or road range in centerlines
MCP shall coordinate with Augusta’s MSAG coordinator to reconcile the GIS data and the legacy MSAG table
 - c. Centerline records with no matching MSAG records or MSAG range
MCP shall work with Augusta’s MSAG coordinator to reconcile the GIS data and the legacy MSAG table
3. Gap/Overlap analysis to validate all applicable topological relationships of all spatial datasets
MCP shall validate all topology within and between NG911 GIS datasets
 4. Ensuring centerlines are “edge matched” to neighboring jurisdictions’ datasets
MCP shall terminate all GIS datasets at the provisioning boundary, which will be rectified with all neighboring jurisdictions. Road centerline endpoints will terminate at the beginning point for each neighboring jurisdiction. MCP is not responsible for geometry changes made by neighboring jurisdictions
 5. Ensuring data meets applicable spatial accuracy (horizontal and vertical, as applicable) and precision requirements.
MCP shall develop all GIS data to State and NENA standards, including spatial accuracy
 6. Successful Proposer shall supply Augusta with a validation system that can also be used in the Data Maintenance task for continuing validation of our datasets. System must be able to flag “exceptions” (i.e., features that would otherwise trigger validation errors but are not errors “in the real world.”). Augusta shall be able to download results of validations in a format that can be imported into ArcGIS Pro.
MCP understands this requirement and has identified the State of Georgia, Geospatial Information Office (GIO) Validation and Aggregation Portal² as the most appropriate tool for validating NG911 GIS data in Georgia.
 - The Portal is fully funded and is available at no charge to Augusta

² <https://ng911-hub.gio.georgia.gov/pages/georgias-validation-and-aggregation-portal>

- The Portal validates all Georgia GIS data to the same standards
- The Portal is kept current by the GIO with ever-changing NENA and State standards
- MCP has been a key contributor to the refinement of the Portal since 2020
- The GIS data submitted to the Portal is aggregated with other Georgia jurisdiction to build a statewide fabric of GIS data for 911

7. Successful Proposer may add any necessary fields to existing data to meet NENA minimum standards but will not alter/delete any fields from the existing data schema of any feature classes analyzed.

MCP understands that the existing attribute fields in the GIS data must be maintained and that addition of attributes shall be done in new fields

- a. If any changes are necessary to the existing data fields to meet NENA standards, the successful Proposer will communicate with Augusta IT-GIS before making the changes.

MCP shall recommend changes to existing GIS data attribute fields as necessary to meet State and NENA standards. MCP will implement the recommended resolution AFTER receiving approval from Augusta

The attribute information of the NG911 GIS data layers shall be evaluated for conformance with the Georgia and NENA NG911 GIS Data Model standards. Any recommended changes or additions to the data will be provided in MCP's assessment report.

MCP will provide:

- Notes on all meetings, actions, and correspondence with Augusta staff necessary to resolve identified GIS data errors
- GIS data quality test results for each data layer as outlined in Table 1 above
 - Topological integrity
 - Spatial integrity
 - Relational integrity with other dataset(s)
 - Data availability
 - Data attribution
 - Schema compliance
- A GIS, ALI, and MSAG baseline discrepancy assessment report



Deliverables:

- Required GIS data layers that meet the Georgia State and NENA NG911 Standards
- Documented GIS data maintenance workflows used in the creation and maintenance of the NG911 GIS data
- Documented standard operating procedures used in the creation and maintenance of the NG911 GIS data
- Incremental data validation reports showing steady GIS data improvement



Assumptions:

- Augusta is responsible for acquiring the ALI and MSAG data tables throughout this project as needed to verify data updates
- Augusta shall provide access to the MSAG coordinator and addressing authority as necessary for error remediation

Task 3: GIS Data Submission to the State Validation Portal

NENA recommends a 98% match between the legacy ALI and MSAG tables and the GIS road centerline data. MCP has intimate knowledge of the national and Georgia standards for GIS data quality and is uniquely qualified to partner with Augusta to improve the GIS data to NG911 standards. MCP does not utilize any proprietary tools nor do we sell or license software. All tools used to identify, edit, and maintain GIS data for NG911 are readily available to Augusta under their current Esri licensing or through the State (Georgia validation toolkit). MCP will, using the Georgia validation toolkit as a measuring gauge, eliminate all errors in GIS road centerline GIS data and achieve a 98% match when geocoding the legacy ALI table to the GIS road centerline data and between the MSAG table and the GIS road centerline data.

MCP utilized the Georgia validation toolkit to evaluate the current status of Augusta’s GIS data. These complimentary validation testing results were then submitted by MCP to the State of Georgia on Augusta's behalf in 2022 and are reported in the following table:

Violation	Violation Count
Check for Multipart Geometries	849
Check that Features are Simple	1

Violation	Violation Count
Check for Overlaps	11
Check for Self-Intersections	6
Check for Spikes	2
Check for Floating Lines	18
Check for Short Lines	7
Check for Touch Intersection	531
Check for Over-Under Shoots	96
Check for Closed Loops	35
RCL Range Incomplete	8
Validate RCL Address Range Left and RCL Parity Left values	12,168
Validate RCL Address Range Right and RCL Parity Right values	12,168
RCL - Attribute - Validation - Country_L	12,168
RCL - Attribute - Validation - Country_R	12,168
RCL - Attribute - Validation - City_L	12,168
RCL - Attribute - Validation - City_R	12,168
RCL - Attribute - Validation - DiscrpAgID	12,168
RCL - Attribute - Validation - FromAddr_L	2,938
RCL - Attribute - Validation - FromAddr_R	3,116
RCL - Attribute - Validation - Parity_L	12,168
RCL - Attribute - Validation - Parity_R	12,168
RCL - Attribute - Validation - State_L	12,168
RCL - Attribute - Validation - ToAddr_L	2,937

Violation	Violation Count
RCL - Attribute - Validation - ToAddr_R	3,120
RCL - Attribute - Validation - RoadClass	12,168
RCL - Attribute - Validation - LSt_Type	834
RCL - Attribute - Validation - OneWay	73
RCL - Attribute - Validation - LSt_PosDir	93
* A total of 12,168 features were run in the validation tool	
* Some numbers may show high due to the absence of a field	

MCP will continue to revalidate Augusta's GIS data until all violations are resolved:

- Correction of errors shown in the table above
- Creation and population of missing attributes
- Recommendations for changes to the ALI table as errors are discovered
 - Augusta will input ALI change requests as they do today
- Recommendations for changes to the MSAG table as errors are discovered
 - Augusta will make changes to the MSAG table as they do today
- Discrepancy reports for unmatched records in the ALI, MSAG, and GIS which cannot be resolved without intimate knowledge of Augusta
- Final GIS road centerline dataset in file geodatabase format—Georgia State Plane NAD83—matching the ALI and MSAG legacy tables to at least 98% accuracy
- Final GIS site structure address point dataset in file geodatabase format—Georgia State Plane NAD83—matching the ALI and MSAG legacy tables to at least 98% accuracy



Deliverables:

- Esri file geodatabase containing the core seven (7) NG911 GIS datasets in Georgia State Plane NAD83
 - Site structure address points
 - Road centerlines
 - PSAP boundary polygon
 - Provisioning boundary polygon
 - Fire response area polygon(s)

- Emergency medical service (EMS) response area polygon(s)
 - Police response area polygon(s)
- Full FGDC-compliant metadata for each dataset
- Esri ArcGIS Pro project file linked to the file geodatabase with complete symbology, as referenced in the workflows and SOPs listed in Task 2
- Final report including a compilation of progress results from the validation system and high-level summary of all data improvements completed during this project

**Assumptions:**

- Deliverables for this project are not considered complete without a letter of approval from Augusta

Similar Next Generation 9-1-1 Projects

MCP's successful experience with similar Next Generation 9-1-1 GIS projects is detailed on the following pages.

City of Atlanta, Georgia

Geographic Information System Administration Support Services
(December 2021 to Present)



Challenge: The City of Atlanta (City) was embarking on a large, very complex project to refresh and upgrade its CAD system and sought to obtain professional consulting services to assist with CAD implementation and GIS services.

Solution: Mission Critical Partners supported the City and the Hartsfield-Jackson Atlanta International Airport (Airport) with GIS Administration-as-a-Service to ensure that the Communications Section had staff ready to work with City, Fulton County and State of Georgia GIS administrators to deliver the special GIS requirements for CAD and NG911. The MCP GIS administrator's duties include but are not limited to:

- Developing mapping applications and tools and managing a digital library of geographic maps in various file types
- Coordinating GIS projects and activities in the City
- Using geospatial technology expertise to provide support for various departments as it relates to the needs of users to access city records and plans
- Maintaining and updating GIS databases, including performing database design and uploading and downloading files
- Managing the import and maintenance of GIS data within the CAD application
- Resolving issues with GIS data within the 911 Communications Center's CAD application
- Performing data munging and cleaning to convert data into its desired format
- Converting physical maps into digital form for computer usage
- Creating geospatial data layers to merge topographical data with external data by layering external data over a topographical map
- Designing digital maps with geographic data and other data sources
- Analyzing spatial data through the use of mapping software
- Updating and maintaining address points, street centerlines and response boundaries for public safety agencies
- Coordinating with various City and Airport departments to obtain and manage GIS data layers

Key Result: MCP was able to fully develop and currently still maintains the GIS data necessary for supporting 911 operations across nearly 200 square miles of densely populated urban and commercial areas. The CAD mapping and vehicle routing applications were brought online on schedule and within budget and are maintained to industry and vendor specifications. MCP has supported the 911 GIS needs of the City since the project's inception in 2021.

Holmes County, Florida

Geographic Information System Services (May 2022 to Present)

Background/Challenge: Holmes County (County) Sheriff's Office Communications Division (Division) determined the need for an independent and experienced professional consulting firm to assist with the development and maintenance of the GIS data necessary to support NG911 and CAD mapping within the county.



Challenge: NG911 GIS data development and maintenance must also be coordinated with neighboring counties in preparation for deploying geospatial routing on the ESInet. In the NG911 environment, PSAP operational boundaries do not define the limits of GIS data development.

Solution: The County retained Mission Critical Partners to develop and maintain its 911 GIS data for the entire county. MCP has completed and/or will complete the following tasks to achieve and sustain this goal:

- GIS Data Development
 - Added new site structure address points (SSAPs)
 - Added new road centerlines (RCLs)
 - Added driveways when an SSAP is more than 500 from an RCL
 - Matched PSAP call routing boundary with neighboring areas
- GIS Data Maintenance
 - Maintained legacy automation location identification (ALI) table
 - Maintained legacy Master Street Address Guide (MSAG) table
 - Performed quarterly GIS/MSAG/ALI validations
- Related Support
 - Conducted quarterly management of wireless call routing sheets
 - Provided map and analytical derivative GIS products as requested by the Division
- Inter-County GIS Coordination
 - Coordinating the development and maintenance of GIS data with neighboring PSAPs in Florida and Alabama
 - Conducting work sessions with neighboring counties to resolve PSAP, emergency response and provisioning boundaries

Key Result: While this project is currently on the second phase of the four in the contract, Holmes County has already been able to improve its data accuracy and correct hundreds of discrepancies that were present in the data. The County was also the second agency in the state of Florida to become a partner with the National Address Database (NAD) and share its address point data. As a result, this should greatly improve the County's data in Google Maps.

Fulton County, Georgia

Geographic Information System Assessment
(February 2021 to December 2022)



Challenge: As the largest county in Georgia, Fulton County (County) knew that its preparation for NG911 would be an undertaking. The County houses the City of Atlanta and consistently sees high call volumes within its PSAPs, meaning not only would there be much data to update and migrate, but also an ongoing emergency response workflow to consider and plan around. The Fulton County Department of Emergency Services needed strategic planning assistance to migrate and maintain its GIS data to successfully transition to NG911.

Solution: Mission Critical Partners used its Model for Advancing Public Safety® (MAPS®) methodology and assessment tool to identify gaps in the County's technological and operational needs that would prohibit the migration to NG911. The MAPS methodology:

- Established the capabilities baseline
- Identified the desired end state for GIS data and staffing
- Evaluated program performance against expected NG911 metrics

MCP then performed a quality control (QC) assessment of the GIS data layers related to emergency service zone boundaries, road centerlines, site/structure address points and PSAP boundaries. The QC assessment evaluates each specific set of GIS data to test for conformance with current and draft National Emergency Number Association (NENA) standards and best practices. These tests support identification of underlying data integrity issues. MCP then compares the GIS data with the Master Street Address Guide (MSAG) and automatic location identification (ALI) data to measure data quality and data accuracy alignment.

Key Result: In support of the County's migration, MCP provided repeated GIS data quality test results for data layers and relational integrity with other dataset(s). In addition, MCP completed the GIS assessment project by reviewing existing processes and standard operating procedures (SOPs). We then provided recommendations for creating any additional SOPs that were needed to support NG911 operations.

MCP performed the MAPS assessment, assisted the County with GIS data improvements, coordinated regional GIS data integration, and supported mitigation efforts to overcome GIS-capabilities gaps identified in the MAPS assessment. This project resulted in a smooth transition to NG911 for the County and their 5 PSAPs.

Pennsylvania Emergency Management Agency

GIS Support, Next Generation 911 Planning and Integration (July 2011 to October 2018)



Challenge: The Pennsylvania Emergency Management Agency (PEMA) sought to advance the deployment and progression of NG911 technology throughout Pennsylvania. An initial step toward the migration to a statewide NG911 capability was the establishment of a statewide ESInet. As the planning and implementation coordinating body for NG911 system deployment, PEMA recognized that this effort entailed significant investment, detailed planning and close cooperation among public- and private-sector entities. As a part of this transition, PEMA identified the need for GIS support services and strategic planning.

Solution: PEMA retained MCP to assist with GIS and NG911 planning and integration. MCP completed the following tasks:

- Provided a GIS education workshop series, agenda and session materials for Commonwealth and local GIS staff
- Developed an NG911 statewide strategic plan with GIS and policy development
- Developed a legislative model for future 911 capabilities and program role
- Designed and implemented a statewide ESInet
- Enabled a shared services environment for improving disaster recovery, reducing recurring PSAP costs and increasing interoperability

Key Result: MCP helped PEMA to create a reliable, efficient and flexible deployment of NG911 capabilities through stakeholder participation and to position itself as the leader in Pennsylvania public safety communications and technology.

For GIS services, MCP supported:

- Final GIS gap analysis and statewide NG911 strategic plan
- Statewide orthoimagery initiative and comprehensive GIS gap analysis
- Documentation regarding database structure and management workflows
- Project status reports documenting progress of GIS gap analysis
- Refresh of the Commonwealth's GIS strategic plan
- Guidance on GIS data development and maintenance
- GIS database workflow requirements

MCP also helped PEMA implement a Commonwealth-wide ESInet, with connectivity to each county PSAP, to fully operationalize emergency call delivery, call processing and LMR capabilities that support effective response to emergency situations. MCP's subject-matter experts helped PEMA to improve its technology investments by achieving interoperability and shared funding capabilities for sustainable deployments.

6. Contractual Requirements

Compliance with RFP Terms

MCP is pleased to comply with the Expected Contract Terms in Section D of the RFP.

MCP Customer Contract

A sample copy of our Professional Services Agreement is provided in Appendix A.

7. Financial Stability

Financial Report

MCP is fiscally sound and well prepared to handle the financial requirements to perform the scope of work as identified in the proposal for the duration of the contract. We are a private company and have provided a bank reference and 2022 audited financials marked “CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION” in Appendix B,

Pending Litigation

MCP has no litigation or government or regulatory action pending or threatened against us within the last three years that would have a bearing on our ability to provide services to Augusta.

Lawsuits or Claims

MCP has had no lawsuits filed against us during the past five years in which a business or government customer of ours has claimed that MCP failed to properly provide any aspect of the type of services included in this bid.

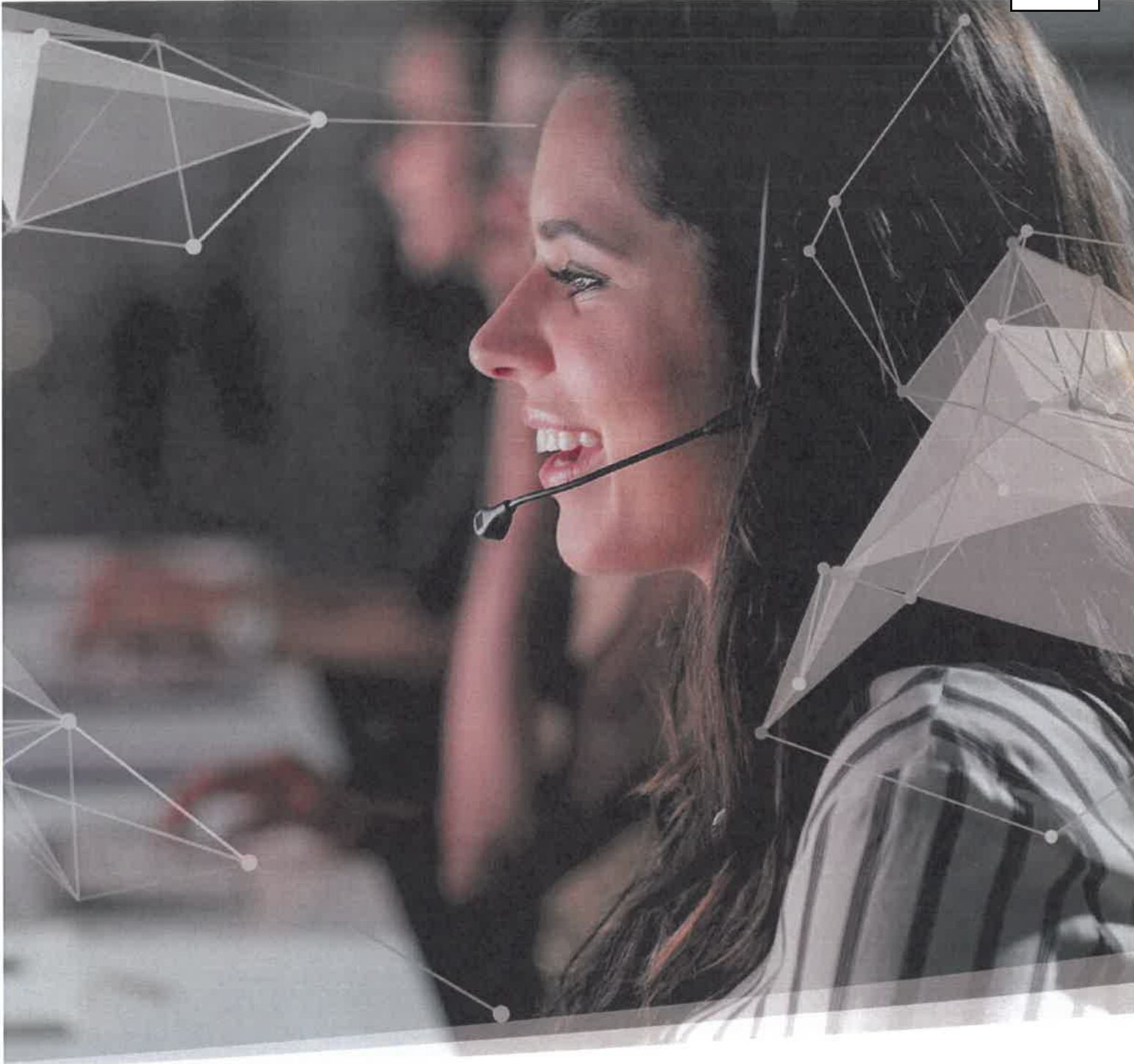
8. References

Client References	
<p>Reference 1: City of Atlanta, Georgia</p> <p>Service Provided: GIS System Administration Support Services</p> <p>Dates of Contract: December 2021 to Present</p>	<p>Contact Name: Arlanda Ross, Atlanta Information Management Program Director</p> <p>Address: 55 Trinity Ave SW, Suite G700, Atlanta, GA 30303</p> <p>Email: adross@atlantaga.gov</p> <p>Telephone: 404.886.1428</p>
<p>Reference 2: Holmes County, Florida</p> <p>Service Provided: GIS Services</p> <p>Dates of Contract: May 2022 to Present</p>	<p>Contact Name: Lt. Clint Smith, Communications Division</p> <p>Address: 211 North Oklahoma Street Bonifay, FL 32425</p> <p>Email: smithc@holmesso.org</p> <p>Telephone: 850.547.3681 Opt. #1</p>
<p>Reference 3: Fulton County, Georgia</p> <p>Service Provided: GIS Assessment</p> <p>Dates of Contract: February 2021 to December 2022</p>	<p>Contact Name: Chris Sweigart, Fulton County Emergency Services Director</p> <p>Address: 130 Peachtree St SW, Suite 3136, Atlanta, GA 30303</p> <p>Email: chris.sweigart@fultoncountyga.gov</p> <p>Telephone: 678.237.3564</p>
<p>Reference 4: Pennsylvania Emergency Management Agency</p> <p>Service Provided: GIS Support, Next Generation 9-1-1 Planning and Integration</p> <p>Dates of Contract: July 2011 to October 2018</p>	<p>Contact Name: Jeff Boyle, Executive Deputy Director</p> <p>Address: 1310 Elmerton Avenue, Harrisburg, PA 17110</p> <p>Email: jeffboyle@pa.gov</p> <p>Telephone: 717.651.2218</p>

More details regarding the above projects can be found in Section 5. Scope of Services under Similar Next Generation 9-1-1 Projects.

9. Fee Proposal

The Fee Proposal form is provided under separate cover to comply with the requirements of the RFP.



Request for Proposal Item #24-167 – Fee Proposal

Consultant Services for NextGen 9-1-1 Geographic Information Systems Support

March 27, 2024, Resubmitted May 16, 2024

Augusta, Georgia



May 16, 2024

Gerri A. Sams
Procurement Director
Augusta Information Technology Department
535 Telfair Street, Room 605
Augusta, Georgia 30901

Re: Fee Proposal for Consultant Services for NextGen 9-1-1 Geographic Information Systems Support

Dear Ms. Sams:

Mission Critical Partners, LLC (MCP) appreciates the opportunity to provide this fee proposal to Augusta, Georgia (Augusta) for consultant services for NextGen 9-1-1 Geographic Information Systems (GIS).

As required, we are submitting the proposal in the following formats: One (1) unbound signed original, along with seven (7) spiral bound copies of the technical proposal and one (1) Fee Proposal submitted under separate cover.

MCP is prepared to serve Augusta by assisting you with achieving optimal delivery of emergency communications services—**because the mission matters**. If you have any questions regarding the information submitted, please contact Jim Rowe, the point of contact for this proposal response. His contact information follows:

Jim Rowe, Client Services Director
Mission Critical Partners, LLC
690 Gray's Woods Blvd.
Port Matilda, PA 16870

Cell: 689.203.6012
Office: 888.862.7911
Fax: 814.217.6807
Email: JimRowe@MissionCriticalPartners.com

I am the authorized representative submitting this proposal on MCP's behalf and may be contacted at 888.862.7911 or Contracts@MissionCriticalPartners.com.

On behalf of our entire team, we stand behind Augusta, Georgia to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners, LLC



John L. Spearly
Director of Contract Administration

Fee Proposal

Please follow the fee proposal format as listed when submitting your fee proposal:

REQUIRED: NG9-1-1 Data Services

Provide a total price for the items below. Items marked with a * are required.

Price adjustments are based on performing all work fully remote. MCP has applied our unloaded rates for this project. As such, the City of Augusta understands and agrees that the City is responsible for reimbursing MCP for expenses incurred as a result of onsite time requested by the City.


Item	Total Price
Augusta GIS NG9-1-1 Data General Audit*	Removed from Scope
Augusta Data Validation* <i>Funded by the State 911 Board – GIO: Validation Portal</i>	\$0.00
Augusta Data Remediation*	\$95,920.00
Data Creation (missing data)*	Removed from Scope
Development of Standard Operating Procedure for data maintenance*	\$8,560.00
Staff Training* <i>State validation system includes user guide and assistance</i>	\$0.00
Media Drive (Hardware or Software for Data Delivery)* Augusta reserves the right to purchase any necessary hardware from our own sources, but the vendor is asked to denote any equipment required. <i>MCP shall make all data available through our secure portal for the duration of the project and up to 90 days after final acceptance from the City at no cost</i>	\$0.00
Sum Total Price	\$104,480.00

OPTIONAL: Additional Analysis

The Proposer may choose to offer additional data analysis services beyond those described in the Scope of Services based upon their subject matter expertise. If additional analysis services are offered, provide a description and price for each type of analysis below.

These optional services will not be considered as part of the RFP evaluation.

Item & Description	Total Price
Full GIS Capabilities Gap Assessment (MCP MAPS) (see Appendix A for additional information)	\$24,256.00
GIS Strategic Plan (See Appendix A for additional information)	\$19,024.00

SUBMITTED BY: 
NAME: John L. Spearly, Director of Contract Administration
COMPANY: Mission Critical Partners, LLC
ADDRESS: 690 Grays Woods Blvd.
CITY/STATE: Port Matilda, PA 16870
TELEPHONE NO.: 888-862-7911 FAX NO.: 814-217-6807
EMAIL: contracts@missioncriticalpartners.com

Pricing Assumptions

We stand ready to assist Augusta by offering these unique services that complement the day-to-day duties of your staff. After 120 days from the submittal date, MCP reserves the right to revisit pricing and scope with Augusta to address any potential changes that may have occurred since the submittal that could impact delivery.

Request for Proposals

Request for Proposals will be received at this office until **Monday, April 1, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: **898 8443 8255**; Passcode: **24167** for furnishing:

RFP Item #24-167 Consultant Services for NextGen 9-1-1 Geographic Information Systems Support for Augusta, GA – Information Technology Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, March 14, 2024, @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:


Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle February 22, 29, 2024, and March 7, 14, 2024
Metro Courier February 24, 2024

Revised: 3/22/21

 RFP Item #24-167 Consultant Services for NexGen 9-1-1 Geographic Information Systems Support for Augusta, GA Information Technology Department RFP Due: Monday, April 1, 2024 @ 11:00 a.m.							
Total Number Specifications Mailed Out: 21 Total Number Specifications Download (Demandstar): 13 Total Electronic Notifications (Demandstar): 602 Georgia Procurement Registry: 2553 Total packages submitted: 6 Total Noncompliant: 0							
VENDORS	Attachment "B"	E-Verify #	Save Form	Addendum 1	Original 1	Copies 7	Fee Proposal
Surveying And Mapping, LLC 115 Westridge Industrial Blvd, Suite 150 McDonough, GA 30253	Yes	1259240	Yes	Yes	Yes	Yes	Yes
Mission Critical Partners, LLC 690 Gray's Wood Blvd. Port Matilda, PA 16870	Yes	394283	Yes	Yes	Yes	Yes	Yes
Geo-Comm, INC 1100 W. St. Germain Street Suite 300 St. Cloud, MN 56301	Yes	111605	Yes	Yes	Yes	Yes	Yes
Motorola Solutions Connectivity, Inc 500 S Monroe St. Ste 4400 Chicago, IL 60661	Yes	61300	Yes	Yes	Yes	Yes	Yes
EBA Engineering, INC 6100 Chevy Chase Drive Suite 200 Laurel, MD 20707	Yes	645959	Yes	Yes	Yes	Yes	Yes
Michael Baker International, Inc. 100 Airside Drive Moon Township, PA 15108	Yes	19959	Yes	Yes	Yes	Yes	Yes
Intrado Life & Safety, Inc.	No Response						

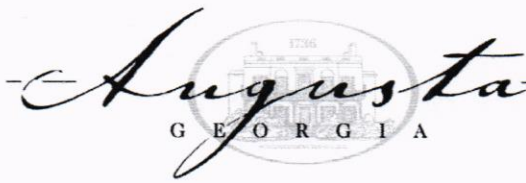


RFP Item #24-167 Consultant Services for NexGen 9-1-1 Geographic Information Systems Support
for Augusta GA - Information Technology Department
Evaluation Date: Thursday, April 16, 2024 @ 3:00 p.m. via ZOOM

Vendors			Surveying And Mapping, LLC 115 Westridge Industrial Boulevard, Suite 150 McDonough, GA 30253	Mission Critical Partners, LLC 690 Gray's Wood Blvd. Port Matilda, PA 16870	Motorola Solutions Connectivity, Inc 500 S Monroe St. Ste 4400 Chicago, IL 60661	EBA Engineering, INC 6100 Chevy Chase Drive Suite 200 Laurel, MD 20707	Geo-Comm, INC 1100 W. St. Germain Street Suite 300 St. Cloud, MN 56301	Michael Baker International, Inc. 100 Airside Drive Moon Township, PA 151	Surveying And Mapping, LLC 115 Westridge Industrial Boulevard, Suite 150 McDonough, GA 30253	Mission Critical Partners, LLC 690 Gray's Wood Blvd. Port Matilda, PA 16870	Motorola Solutions Connectivity, Inc 500 S Monroe St. Ste 4400 Chicago, IL 60661	EBA Engineering, INC 6100 Chevy Chase Drive Suite 200 Laurel, MD 20707	Geo-Comm, INC 1100 W. St. Germain Street Suite 300 St. Cloud, MN 56301	Michael Baker International, Inc. 100 Airside Drive Moon Township, PA 151
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)						Weighted Scores					
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)											
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	15	3.7	5.0	3.7	2.7	4.3	4.0	55.0	75.0	55.0	40.0	65.0	60.0
3. Organization & Approach	(0-5)	10	2.7	4.0	2.7	3.0	3.0	3.7	26.7	40.0	26.7	30.0	30.0	36.7
4. Scope of Services Provide detail experience and your companies approach to the following questions: a. Describe your firm's overall proposed approach to each phase of the project described in the Scope of Services (Section C of this RFP), including a proposed schedule. b. Confirm your firm's ability to deliver data that meets or exceeds applicable NENA Standards, as outlined under Data Specifications in Section C of this RFP. c. Confirm your firm's ability to provide project deliverables as outlined under Project Deliverables in Section C of this RFP. d. Describe your firm's proposed approach to project management, including mechanisms for providing updates to Augusta throughout the project. e. Describe your firm's proposed approach to data analysis, including specific techniques to be employed. If any described techniques would introduce additional costs, state that in response to this question and provide the line-item cost in your Fee Proposal. f. Describe your firm's proposed approach to quality assurance and quality control for delivered data. g. Provide a description or example of what your firm would include in a Standard Operating Procedure developed for Augusta, as outlined under SOP in Section C of this RFP. h. Provide detailed examples of at least three (3) projects in which your firm has successfully provided Next Generation 9-1-1 analysis and remediation similar in scope to this project.	(0-5)	40	3.3	5.0	3.0	2.3	4.0	3.7	133.3	200.0	120.0	93.3	160.0	146.7
5. Financial Stability	(0-5)	5	3.0	4.3	4.0	3.3	3.7	4.3	15.0	21.7	20.0	16.7	18.3	21.7
6. References	(0-5)	5	3.3	4.3	3.0	0.7	3.7	4.0	16.7	21.7	15.0	3.3	18.3	20.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)			16.0	22.7	16.3	12.0	18.7	19.7	246.7	358.3	236.7	183.3	291.7	285.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
8. Presentation by Team	(0-5)	10							0.0	0.0	0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5							0.0	0.0	0.0	0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)			Cost/Fee Proposal Consideration											
Lowest Fees	5	10						5.0	0.0	0.0	0.0	0.0	0.0	50.0
Second	5	6					5.0		0.0	0.0	0.0	0.0	30.0	0.0
Third	5	4		5.0					0.0	20.0	0.0	0.0	0.0	0.0
Forth	5	2							0.0	0.0	0.0	0.0	0.0	0.0
Fifth	5	1							0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			0.0	5.0	0.0	0.0	5.0	5.0	0.0	20.0	0.0	0.0	30.0	50.0
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 525)			16.0	27.7	16.3	12.0	23.7	24.7	246.7	378.3	236.7	183.3	321.7	335.0

Internal Use Only

Evaluator: Cumulative Date: 4/18/24
Procurement Department Representative: Nancy Williams
Procurement Department Completion Date: 4/18/24



INFORMATION TECHNOLOGY

Item 28.

Tameka Allen
Chief Information Officer

Reggie Horne
Deputy Chief Information Officer

Gary Hewett
Deputy Chief Information Officer

To: Ms. Geri Sams, Procurement Director
From: Ms. Tameka Allen, Chief Information Officer
Date: May 9, 2024

Subject: RFP #24-167 Recommendation of Award

The Procurement Department recently advertised RFP #24-167 for Consultant Services for Next Generation 9-1-1. Multiple qualified proposers responded to the RFP. A committee including representatives from the Information Technology and E911 Departments evaluated the proposals provided by each firm.

Following the evaluation process, the committee recommends award of RFP #24-167 to Mission Critical Partners, LLC as the best responsive bidder. Please proceed to schedule a contract negotiation meeting.

Please let us know if you have any questions. We appreciate Procurement's assistance with this RFP.

Information Technology
535 Telfair Street, Building 2000
Augusta, GA 30901
(706) 821-2522 – FAX (706) 821-2530
www.AugustaGa.gov

SAM
Attn: Josh Aley
6700 Antioch, Suite 220
Merriam, KS 66204

Michael Baker International
Attn: Joanna Wooten
48 Peachtree Ave #429
Atlanta, GA 30305

Motorola Solutions
Attn: Frank Rovella
75 Rock Road
Glen Rock, NJ 07452

SAM
Attn: Josh Aley
6700 Antioch, Suite 220
Merriam, KS 66204

Michael Baker International
Attn: Joanna Wooten
48 Peachtree Ave #429
Atlanta, GA 30305

Motorola Solutions
Attn: Frank Rovella
75 Rock Road
Glen Rock, NJ 07452

SAM
Attn: Josh Aley
6700 Antioch, Suite 220
Merriam, KS 66204

Michael Baker International
Attn: Joanna Wooten
48 Peachtree Ave #429
Atlanta, GA 30305

Motorola Solutions
Attn: Frank Rovella
75 Rock Road
Glen Rock, NJ 07452

SBL USA
Attn: Asdya Avinash
73 US Highway 17-92 North
Haines City, FL 33844

Digital Data Technologies Inc.
Attn: Daniel Casey
2323 W. Fifth Ave Ste. 210
Columbus, OH 43204

Mission Critical Partners
Attn: Holly Bishop
690 Grays Woods Blvd.
Port Matilda, PA 16870

SBL USA
Attn: Asdya Avinash
73 US Highway 17-92 North
Haines City, FL 33844

Digital Data Technologies Inc.
Attn: Daniel Casey
2323 W. Fifth Ave Ste. 210
Columbus, OH 43204

Mission Critical Partners
Attn: Holly Bishop
690 Grays Woods Blvd.
Port Matilda, PA 16870

SBL USA
Attn: Asdya Avinash
73 US Highway 17-92 North
Haines City, FL 33844

Digital Data Technologies Inc.
Attn: Daniel Casey
2323 W. Fifth Ave Ste. 210
Columbus, OH 43204

Mission Critical Partners
Attn: Holly Bishop
690 Grays Woods Blvd.
Port Matilda, PA 16870

Intrado
Attn: Krystal Cruz
8715 Coco Plum Place
Orlando, FL 32827

Life Information Technology
Attn: Chastity Rouse
1224 Pickens St.
Columbia, SC 29201

Geographic Technologies Group
Attn: Lydiah Ribar
3937 Medieval Ct
Valdosta GA 31605

Intrado
Attn: Krystal Cruz
8715 Coco Plum Place
Orlando, FL 32827

Life Information Technology
Attn: Chastity Rouse
1224 Pickens St.
Columbia, SC 29201

Geographic Technologies Group
Attn: Lydiah Ribar
3937 Medieval Ct
Valdosta GA 31605

Intrado
Attn: Krystal Cruz
8715 Coco Plum Place
Orlando, FL 32827

Life Information Technology
Attn: Chastity Rouse
1224 Pickens St.
Columbia, SC 29201

Geographic Technologies Group
Attn: Lydiah Ribar
3937 Medieval Ct
Valdosta GA 31605

Addendum 1

BIDDERS LIST

BID () RFP () RFQ () ITEM #

24-167

DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	MAILED BY
3/20	Leaneer Enterprises LLC Attn: Antwan Robinson 324 East Arlington Ave Greer, South Carolina 29651		24-167	TVS
3/21	SpatialGIS Attn: Kendrick O. Faison 2004 Kintore Circle Ste 102 Odenton MD 21113		24-167	TVS

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, February 23, 2024 11:11 AM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000038

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2024-000000038
Event Title: 24-167 Consultant Services for NextGen 9-1-1 Geographic Information System Support
Event Type: Non-State Agency

Process Log
2024/02/23 10:54:53 : Log starts for - 8709129 - EVENT_RELEASE_TO_SUPL
2024/02/23 10:54:55 : Email Process Log for the Event#: PE-72155-NONST-2024-000000038
2024/02/23 10:54:55 : Email Batch# 2402236234
2024/02/23 10:54:55 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/02/23 11:10:58 : Total No of Contacts found for sending Email: 2553
2024/02/23 11:10:58 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000038&sourceSystemType=gpr20>

02/23/2024 11:10:58 AM

[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]

Planholders

Add Supplier

Export To Excel

Supplier (17)

Supplier ≡

Download Date

A3 Innovation, Inc.	03/10/2024
Better Everyday Cyber, LLC	02/24/2024
Brown Infrastructure Technologies	02/23/2024
Colliers Engineering & Design	02/23/2024
Critical Response Strategies (CRS)	02/23/2024
Dodge Data	02/23/2024
EBA Engineering, Inc.	02/26/2024
GeoJustice Project	03/25/2024
Integrity Consult Solutions, LLC	02/24/2024
Intrado Life & Safety	03/08/2024
IXP Corporation	03/01/2024
Keystone Co LLC	03/24/2024
NOVA Engineering & Environmental, LLC	02/27/2024
Onvia, Inc. - Content Department	02/23/2024
Pike Engineering	02/26/2024

1 2

Showing 1-15 of 17

Add Supplier

Supplier Details

Supplier Name	A3 Innovation, Inc.
Contact Name	Alexander Abraham

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.



ITEM COVERSHEET
Public Safety Committee
Meeting Date: August 13, 20024

Department: Fire

Presenter: Antonio Burden, Fire Chief/EMA Director

Caption: Motion to approve the Mutual Aid Agreement between Augusta, Georgia and Harlem, Georgia and to authorize the mayor to execute the appropriate documents.

Background: This agreement provides for assistance when disasters occur to the magnitude which would necessitate the combined effort of both agencies to mitigate said disaster(s) and is applicable to all areas within the boundary of the City of Harlem, as well as all areas within Augusta, Georgia.

Analysis: N/A

Financial Impact: N/A

Alternatives: None at this time.

Recommendation: To approve the Motion to approve the Mutual Aid Agreement between Augusta, Georgia and Harlem, Georgia and to authorize the Mayor to execute the appropriate documents.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: Antonio Burden, Fire Chief/EMA Director

AUGUSTA, GEORGIA, AND HARLEM, GEORGIA

MUTUAL AID AGREEMENT

This Agreement, (the "Agreement"), made as of this 24 day of June, 2024 (the "Effective Date") by and between **AUGUSTA, GEORGIA**, the consolidated government of Richmond County and the City of Augusta and a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "AUGUSTA") and **HARLEM, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected City Council (hereinafter referred to as "Harlem"). Augusta and the City of Harlem are each sometimes referred to herein as a "Party" to this Agreement and may be jointly referred to as the "Parties".

WITNESSETH:

WHEREAS, Augusta and Harlem have certain contiguous boundaries; and

WHEREAS, Augusta and Harlem each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue and emergency medical assistance and response to other local emergencies; and

WHEREAS, Augusta and Harlem have determined that it is to the mutual advantage and benefit of each Party that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance and response to other local emergencies to the other Party in the event of a fire or other local emergency, and that the Parties take part in joint training exercises, and

WHEREAS, it is the desire of the Parties to enter into this Agreement for mutual aid pursuant to the Georgia Mutual Aid Act, O.C.G.A. Section 36-69-1, et seq. and pursuant to the 1983 Constitution of the State of Georgia, Article X, Section II, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

1. MUTUAL AID.

- a) The generally available level of mutual aid shall be as agreed upon by the Fire Chief of Augusta (the "Augusta Fire Chief") and the Fire Chief of Harlem (the "Harlem Fire Chief"). The Party furnishing aid shall determine the actual amount of equipment and staff it will make available in each instance of emergency based on the available personnel and equipment and local conditions at the time of the emergency.
- b) Aid actually furnished may be recalled at the discretion of the Augusta Fire Chief or the Harlem Fire Chief as the case may be or by the designee of the Fire Chief of the Party furnishing the aid.
- c) The Parties will participate in joint training exercises to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Augusta Fire Chief and the City of Harlem Fire Chief.

MUTUAL AID AGREEMENT

2. SUPERVISION.

- a) The Parties shall create an agreed upon Incident Command System ("ICS"), which shall direct the handling of all incidents. Each Party shall designate and dispatch a Chief Officer. The Chief Officer of the furnishing Party shall coordinate resources of the furnishing Party and shall report to the Chief Officer of the receiving Party.
- b) When the furnishing Party's Chief Officer arrives before the Chief Officer of the receiving Party, that officer shall coordinate and give general directions as to the work to be done. This Chief Officer of the furnishing Party will be in command until properly relieved by the Chief Officer of the receiving Party.
- c) Personnel from the Furnishing Party will work under their own supervisors and with their own equipment except as provided in Paragraph (a) above.
- d) The appropriate officers of the receiving Party will give directions regarding work to the Chief Officer of the furnishing Party except as provided in Paragraph 2(a) above.
- e) Each Party agrees that it will be responsible to provide any backup coverage necessary for its own operations.
- f) The receiving Party will be responsible for providing gasoline, diesel fuel, oil and other material as needed for use of equipment at the scene of the incident or the alternative, may submit payment to the furnishing Party for such materials provided by the furnishing Party.

3. LIABILITY.

- a) The provisions of this Agreement shall not be construed as creating a duty or any liability on the part of either Party to this Agreement to respond to an incident within the jurisdiction of the receiving Party. The Fire Chief of the Party being asked to furnish aid shall have the sole discretion to determine if such aid shall be furnished to the other Party.
- b) There shall be no liability imposed on any Party or its personnel for failure to respond to any incident pursuant to this Agreement.
- c) (No employee or volunteer of a Party shall be deemed to be an employee, volunteer or agent of the other Party because of any action or incident arising pursuant to this Agreement.
- d) All damages or repairs to any equipment or apparatus shall be the responsibility of the owner of such equipment or apparatus.
- e) Any damage or other compensation which is required to be paid to any employee or volunteer by reason of an injury occurring while providing services pursuant to this Agreement shall be the sole responsibility of the Party for whom such injured person is serving as an employee or volunteer.

4. CONSIDERATION AND COMPENSATION.

- a) No Party is required to pay any compensation to the other party for services rendered pursuant to this Agreement.

MUTUAL AID AGREEMENT

- b) The mutual advantage and protection afforded by this Agreement is adequate consideration to each Party.
- c) Each party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other Party.
- d) Each party shall pay its own personnel and other costs without cost to the other Party except as provided in Paragraph 3(e) of this Agreement.

5. RELEASE OF CLAIMS.

Each Party agrees to release the other Party from any and all liability, claims, judgments, costs, or demands for damage to its Property or for personal injury to its personnel, whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus the other Party during the provision of service pursuant to this Agreement.

6. THIRD-PARTY BENEFICIARIES.

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit to any third-party or parties, and no third parties shall have any right of action hereunder for any cause whatsoever.

7. TERM OF AGREEMENT.

Unless otherwise extended or shortened in writing by all parties, this Agreement shall expire five (5) years from the Effective Date of this Agreement. In no event shall this Agreement extend for more than five (5) years from the Effective Date of this Agreement. This Agreement may be unilaterally terminated by either Party upon sixty (60) days prior written notice to the other Party.

8. STANDBY OF EQUIPMENT - MUTUAL AID.

- a) Each Party agrees and acknowledges that it will be the responsibility of each Party to provide back-up coverage necessary for its own operation.
- b) In the event that a receiving Party has dedicated a major amount of fire suppression or specialized equipment on an incident, the receiving Party may request aid to cover vacant areas by locating personnel or equipment of the furnishing Party in the receiving Party's jurisdiction.

9. ENTIRE AGREEMENT.

- a) This Agreement shall constitute the entire Agreement between the Parties and no modification thereof shall be binding unless evidenced by an amendment to this Agreement or a subsequent signed written agreement.

AUGUSTA, GEORGIA, AND HARLEM, GEORGIA

MUTUAL AID AGREEMENT

b) This Agreement shall be the sole instrument for the provision of emergency fire suppression, protection, prevention and rescue and emergency medical assistance and response to other local emergencies between the Parties.

10. SEVERABILITY OF TERMS.

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

11. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of Georgia.

12. CONSTRUCTION.

Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under a mutual aid agreement as specifically provided by the Georgia Mutual Aid Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their duly authorized officers.

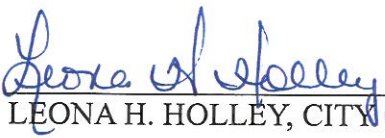
AUGUSTA, GEORGIA

BY: _____
GARNETT L. JOHNSON, MAYOR
AUGUSTA, GA

Attest: _____
LENA J. BONNER, CLERK OF THE
BOARD OF COMMISSIONER'S

HARLEM, GEORGIA

BY: 
ROXANNE WHITAKER, MAYOR
HARLEM, GA

Attest: 
LEONA H. HOLLEY, CITY CLERK



Public Safety

Meeting Date: 08/13/2024

RCMO Rohde Schwarz

- Department:** Marshal's Office
- Presenter:** Major Jeff Barrett
- Caption:** Motion to approve purchase of new screening equipment under the previously approved OPB Grant Program by Rohde Schwarz in the amount of \$525,715.
- Background:** N/A
- Analysis:** N/A
- Financial Impact:** The purchase is for \$525,715 to be paid from grant account and reimbursed by grant GA-0013862
- Alternatives:** N/A
- Recommendation:** Approve purchase of new screening equipment under the previously approved OPB Grant Program by Rohde Schwarz in the amount of \$525,715.
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A



Public Safety

Meeting Date: 08/13/2024

RCMO Juvenile Broad

- Department:** Marshal's Office
- Presenter:** Major Jeff Barrett
- Caption:** Motion to approve security upgrades under the previously approved OPB grant by A3 Communications in the amount of \$61,383.75
- Background:** N/A
- Analysis:** N/A
- Financial Impact:** The purchase for \$61,383.75 is to be paid from grant account and reimbursed by grant GA-0013862
- Alternatives:** N/A
- Recommendation:** Approve security upgrades under the previously approved OPB grant by A3 Communications in the amount of \$61,383.75
- Funds are available in the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A



Public Safety Committee

August 13, 2024

Augusta Animal Services

Department:	N/A
Presenter:	N/A
Caption:	Task the Administrator/staff with preparing a report going back for a five-year period to the present with information regarding how many animal adoptions have occurred, how many spay/neuter procedures have been performed and how many animals have been euthanized. (Requested by Commissioner Wayne Guilfoyle)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Public Safety Committee

Meeting Date: July 30, 2024

Juvenile Court Juvenile Justice Delinquency Prevention Act Mini Grant

Department: Juvenile Court

Presenter: Nolan Martin, Superior Court Administrator

Caption: Motion to approve the acceptance of a \$5,000 Office of Juvenile Justice and Delinquency Prevention Mini Grant.

Background: The Richmond County Juvenile Court was awarded a \$5,000 Mini Grant to fund awareness activities and event for juvenile delinquency prevention in honor of the 50th anniversary of JJDPA.

Analysis: N/A

Financial Impact: No Match Required.

Alternatives: N/A

Recommendation: N/A

Funds are available in the following accounts: Fund 220

REVIEWED AND APPROVED BY: N/A

[EXTERNAL] JJDP 50th & YJAM Mini-Grant Award Decision

Maria León <leon@nyjn.org>

Tue 7/23/2024 3:30 PM

To: DaCara Brown <DBrown@augustaga.gov>

Cc: Shalee Forney <Forney@juvjustice.org>

Hello!

Thank you for applying for a Juvenile Justice and Delinquency Prevention 50th Anniversary and Youth Justice Action Month Mini-Grant! We received over 200 applications from 42 states, territories, and Tribal Communities and are happy to inform you that you have been awarded a mini-grant for **\$5,000 for Thriving for Impact**.

We will have an orientation call on **Tuesday, August 6th at 4pm EST**. At least one member of your team is required to attend the call. A calendar invitation will be sent for the orientation and following calls with a Zoom link.

If you do not already have a UEI#, please begin the process ASAP at SAM.gov. As a reminder, you only need to obtain the UEI #.

Reporting Requirements

- Completion of monthly progress reports ahead of monthly TA call. The first will be sent on August 1.
- Attendance at monthly TA call
- Submission of final report with budget

Budgets

We have been discussing the allowable costs, specifically, salaries and indirect costs, with OJJDP, and will send the contract documents for your review and completion as soon as possible. This email will come from Shalee Forney at Coalition for Juvenile Justice. We apologize for not being able to provide you with all of the budget and contract information for you at this time. Please do not hesitate to reach out if you have any questions or concerns.

In the interim, you will receive a calendar link for the August 6th meeting. Please contact us **if you do not plan to accept the mini-grant award** or have any other questions.

We look forward to working with you!

Take care,

--

Maria León, Ph.D. (she/her)

Consultant

National Youth Justice Network

(c) 818.669.8054

[1200 G Street, NW Suite 800 Washington DC, 20005](https://www.nyjn.org)

www.nyjn.org

[Donate Now with ActBlue](#)

[NOTICE: This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK on links**, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]



Public Safety

Meeting Date: August 13, 2024

AT&T Contract Renewal

- Department:** Information Technology
- Presenter:** Mr. Gary Hewett, Deputy CIO
- Caption:** Approve contract renewal with AT&T to provide upgraded flexibility, increased speed and reduce operating costs.
- Background:** AT&T is Augusta’s current provider for internet, dedicated circuits, and telephony services. AT&T has provided these services in a reliable and cost effective manner. AT&T has satisfactorily met the obligations of their contract and are the preferred vendor at the lowest cost.
- Analysis:** Contract updates will provide Augusta with the flexibility necessary to upgrade internet connectivity, continue to provide low cost long distance services, and remote connectivity.
- Financial Impact:** Funds are approved and available in each departments operating budget.
- Alternatives:** Continue services on a monthly basis.
- Recommendation:** Approve contract renewal with AT&T upgraded flexibility, increased speed and reduce operating costs.
- Funds are available in the following accounts:** Funds are approved and available in each departments operating budget.
- REVIEWED AND APPROVED BY:** N/A



Master Agreement Online

AT&T MA Reference No. eMSA UA III

eMSA UA III

<http://serviceguide.att.com/masteragreement/>



AT&T Multi-Service Agreement

This Multi-Service Agreement is between the customer ("Customer") and the AT&T Affiliate ("AT&T") identified on Customer's applicable Pricing Schedule (each a "Party") and is effective when accepted by the Parties ("Effective Date").

This AT&T Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <https://www.corp.att.com/agreement/> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase AT&T Services, the Parties must execute an applicable Pricing Schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com>, which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at www.att.com/aup ("AUP"). Service Publications and the AUP may be amended by AT&T from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the provisions of this MSA and the BSA, the provisions of this MSA take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

Services: "Service" or "Services" means all products and services, domestically and internationally, (including wireless, if applicable) AT&T provides Customer pursuant to this Agreement.

Execution by Affiliates: An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with such separate, associated contract(s). An "Affiliate" of a party is any entity that controls, is controlled by or is under common control with such party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term: Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

MARC: Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

Termination and Termination Charges: Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third-party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component,

AT&T Multi-Service Agreement

respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

Billing and Disputes: If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. AT&T must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Purchased Equipment: Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment AT&T sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T passes through to Customer any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

Privacy: Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T only if it has legal authority to do so.

Trademarks and Publicity: Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

Governing Law: Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.



Sales Contact Information
FIELDS; MICHELLE
912-247-7027
sf2028@att.com

eSign Fax Cover Sheet

To: AT&T Automated Fax Handling Service

From:

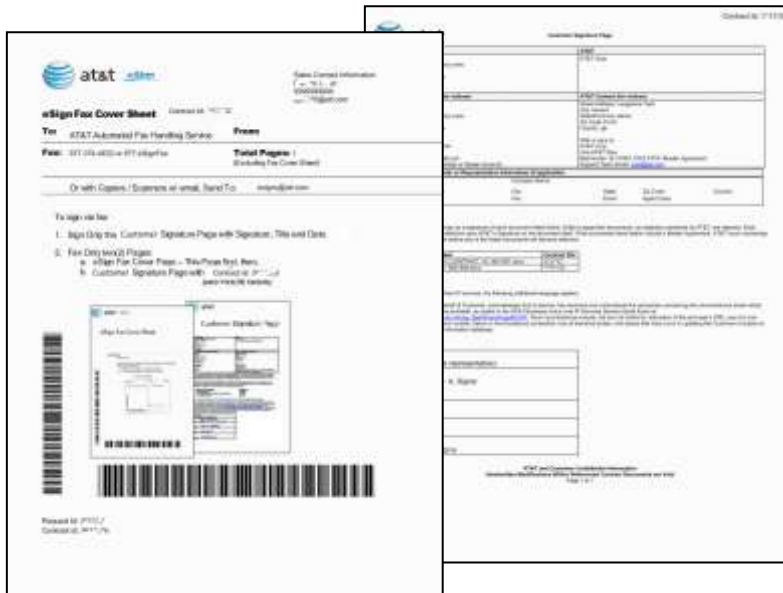
Fax: 877-374-4632 or 877-eSignFax

Total Pages: 1
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign Only the Signature Page with Signature, Title and Date.
2. Fax Only two(2) Pages:
 - a. eSign Fax Cover Page – This Page first, then,
 - b. Signature Page with Contract Id: 1860001
(see Picture below)



Request Id: 3146112
Contract Id: 1860001

Customer Signature Page

Customer	AT&T			
CITY OF AUGUSTA Street Address: 1820 DOUG BARNARD PKWY City: AUGUSTA State/Province: GA Zip Code: 309069278 Country: US	AT&T Enterprises, LLC			
Customer Contact (for notices)	AT&T Contact (for notices)			
Name: Khalif Ross Title: IT Director Street Address: 530 GREENE STREET ANNEX 1 City: AUGUSTA State/Province: GA Zip Code: 30901 Country: US Telephone: 7068211554 Fax: Email: ross@augustaga.gov Customer Account Number or Master Account:	Street Address: 1300 BULL ST SHARED City: SAVANNAH State/Province: GA Zip Code: 31401 Country: US With a copy to: AT&T Enterprises, LLC One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com			
AT&T Solution Provider or Representative Information (if applicable)				
Name:	Company Name:			
Agent Street Address:	City:	State:	Zip Code:	Country:
Telephone:	Fax:	Email:	Agent Code:	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

Documents Appended:	Contract IDs:
MASTER_AGREEMENT click here for details or http://serviceguide.att.com/masteragreement/	
AT&T_MANAGED_INTERNET_SERVICE_PRICING_SCHEDULE_CONTRACT_ID_1862571.pdf	1862571
AT&T_IP_FLEXIBLE_REACH_PRICING_SCHEDULE_CONTRACT_ID_1862572.pdf	1862572

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Customer (by its authorized representative)
By:
Name:
Title:
Date:



AT&T MA Reference No. 201212066678UA

AT&T Contract ID No. SDNO91FPH6

**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

Customer	AT&T
AUGUSTA-RICHMOND COUNTY Street Address: 535 Telfair St City: Augusta State/Province: GA Zip Code: 30901 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Gary Hewett Title: Deputy CIO Street Address: 530 Greene St City: Augusta State/Province: GA Zip Code: 30901 Country: USA Telephone: 706-821-2525 Email: hewett@augustaga.gov	Name: Shelly Fields Street Address: 1300 Bull St City: Savannah State/Province: GA Zip Code: 31401 Country: USA Telephone: 912.247.7027 Email: sf2028@aatt.com Sales/Branch Manager: Powers SCVP Name: Sisson Sales Strata: GEM Sales Region: Southeast With a copy (for Notices) to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: USA Telephone: _____ Email: _____ Agent Code _____	

This Pricing Schedule for the service(s) identified below (Service) is part of the Agreement referenced above. Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

This Pricing Schedule supersedes and replaces the Pricing Schedule (AT&T Contract ID No. SDNJ7H966J) between Customer and AT&T last signed on February 17, 2023 (the "Prior Pricing Schedule"), including any amendments thereto. The rates in this Pricing Schedule will apply to any existing Service Components covered by the Prior Pricing Schedule, commencing as of the Effective Date of this Pricing Schedule or as soon thereafter as the rate changes can be implemented in AT&T's billing system.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: _____	By: _____
Printed or Typed Name: _____	Printed or Typed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM): _____
--	--

WK# - TBD

Please sign by December 19, 2024.

For AT&T Administrative Use Item 34.
Pricing Schedule No. _____
Original Effective Date: _____

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

1. SERVICES

Service	Service Publication Location
AT&T Switched Ethernet Service SM	https://cpr.att.com/pdf/commonEthServGuide.html
AT&T Switched Ethernet Service SM Third-Party Access (3PA)	https://serviceguidenew.att.com/sq_flashPlayerPage/ASE3PA
AT&T Switched Ethernet (TCAL)	https://serviceguidenew.att.com/sq_flashPlayerPage/ASE
Network on Demand	https://cpr.att.com/pdf/publications/NOD_Guide.pdf
AT&T Inside Wiring	https://cpr.att.com/pdf/publications/ASE_Inside_Wiring_Service_Guide_Attachment.pdf
AT&T Entrance Facility Construction	https://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf
AT&T Managed Switched Ethernet on Demand SM	http://serviceguidenew.att.com/sq_flashPlayerPage/AMSEOD

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term.
Pricing Schedule Term Extension Option	Customer may extend the Pricing Schedule Term for one or two 12 month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, or of the second Extension Period if applicable). In such a case, the Minimum Payment Period for each Service Component shall expire at the later of the end of the applicable Extension Period or the expiration of its original Minimum Payment Period.

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Service Components	50% plus any unpaid or waived non-recurring charges	60 months

3.1. Minimum Payment Period – Calculation of Early Termination Charges

For services purchased through Network on Demand, the "Monthly Recurring Charge" used for the purposes of computing any applicable termination liability (early termination charges) under the relevant service publication or the customer's master agreement is determined as follows: (i) the total Monthly Recurring Charges payable for the terminated service for the three months prior to the date of termination (or such shorter period as the terminated service had been installed if terminated less than three months after installation), divided by (ii) the number of days in such period, times (iii) 30 days. The Minimum Payment Period for CIR, CoS, or CIR and CoS Packages are coterminous with the Minimum Payment Period of the associated Customer Port Connection; however, early termination charges are not incurred as a result of changes to CIR, CoS, or CIR and CoS Packages while the associated Customer Port Connection is still in service.

WK# - TBD

Please sign by December 19, 2024.

For AT&T Administrative Use
Pricing Schedule No. _____
Original Effective Date: _____

Item 34.

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

4. ADDS; MOVES; and UPGRADES

4.1. Adds

Orders for Service Components in excess of quantities listed in Attachment A ("Adds") are not permitted.

4.2. Moves

Moves of Service Components not permitted.

4.3. Upgrades

4.3.1. Upgrades to a Higher Speed

Customers may upgrade their CIR to a higher speed without incurring Termination Charges if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2. Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components		Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A		As specified in Attachment A
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	47% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term	
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)		

5. RATES and CHARGES

5.1. AT&T SWITCHED ETHERNET SERVICE – 21-State AT&T ILEC Footprint

5.1.1. Initial Site and Service Configuration

The initial sites and configuration of Services covered under this Pricing Schedule are identified on Attachment A. This Pricing Schedule is Customer's initial order for the Services shown on Attachment A. Port Connections and CIR/CoS growth components are listed in section 5.1.2.

5.1.2. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Customer Port Connection MRC, the Committed Information Rate MRC, and any associated feature MRC(s).

5.1.2.1. Customer Port Connection MRC

COS Type	Port Speed	Approved MRC Price
Basic	100 Mbps / 1 Gbps	\$167.00
Basic	10 Gbps	\$500.00
PPCOS	100 Mbps / 1 Gbps	\$167.00
PPCOS	10 Gbps	\$500.00

WK# - TBD

Please sign by December 19, 2024.

For AT&T Administrative Use Item 34.
 Pricing Schedule No. _____
 Original Effective Date: _____

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
 Pricing Schedule Provided Pursuant to Custom Terms**

5.1.2.2. Bandwidth MRC

CIR Speeds	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time	Business Data	Critical Data	MultiMedia Standard	MultiMedia High
2 Mbps	\$157.99	\$157.99	\$174.24	\$191.30	\$209.22	\$157.99	\$157.99	\$191.30	\$209.22
4 Mbps	\$208.03	\$208.03	\$226.78	\$246.47	\$267.14	\$208.03	\$208.03	\$246.47	\$267.14
5 Mbps	\$258.06	\$258.06	\$279.31	\$301.63	\$325.06	\$258.06	\$258.06	\$301.63	\$325.06
8 Mbps	\$308.10	\$308.10	\$331.85	\$356.79	\$382.98	\$308.10	\$308.10	\$356.79	\$382.98
10 Mbps	\$358.13	\$358.13	\$384.39	\$411.96	\$440.91	\$358.13	\$358.13	\$411.96	\$440.91
20 Mbps	\$408.17	\$408.17	\$436.93	\$467.12	\$498.83	\$408.17	\$408.17	\$467.12	\$498.83
50 Mbps	\$458.20	\$458.20	\$489.46	\$522.29	\$556.75	\$458.20	\$458.20	\$522.29	\$556.75
100 Mbps	\$508.24	\$508.24	\$542.00	\$577.45	\$614.67	\$508.24	\$508.24	\$577.45	\$614.67
150 Mbps	\$558.27	\$558.27	\$594.54	\$632.61	\$672.59	\$558.27	\$558.27	\$632.61	\$672.59
250 Mbps	\$608.31	\$608.31	\$647.07	\$687.78	\$730.52	\$608.31	\$608.31	\$687.78	\$730.52
400 Mbps	\$658.34	\$658.34	\$699.61	\$742.94	\$788.44	\$658.34	\$658.34	\$742.94	\$788.44
500 Mbps	\$708.38	\$708.38	\$752.15	\$798.11	\$846.36	\$708.38	\$708.38	\$798.11	\$846.36
600 Mbps	\$758.41	\$758.41	\$804.69	\$853.27	\$904.28	\$758.41	\$758.41	\$853.27	\$904.28
1000 Mbps	\$808.45	\$808.45	\$857.22	\$908.43	\$962.21	\$808.45	\$808.45	\$908.43	\$962.21
2000 Mbps	\$1166.74	\$1187.88	\$1202.86	\$1217.83	\$1249.44	\$1166.74	\$1187.88	\$1217.83	\$1249.44
2500 Mbps	\$1366.70	\$1397.50	\$1420.05	\$1442.60	\$1491.00	\$1366.70	\$1397.50	\$1442.60	\$1491.00
4000 Mbps	\$1515.99	\$1555.52	\$1583.19	\$1610.86	\$1674.10	\$1515.99	\$1555.52	\$1610.86	\$1674.10
5000 Mbps	\$1679.63	\$1727.77	\$1761.47	\$1795.16	\$1872.19	\$1679.63	\$1727.77	\$1795.16	\$1872.19
7500 Mbps	\$2234.97	\$2312.34	\$2366.50	\$2420.65	\$2544.44	\$2234.97	\$2312.34	\$2420.65	\$2544.44
9500 Mbps	\$2769.53	\$2875.03	\$2948.88	\$3022.73	\$3191.54	\$2769.53	\$2875.03	\$3022.73	\$3191.54
10000 Mbps	\$2849.33	\$2959.03	\$3035.82	\$3112.61	\$3288.14	\$2849.33	\$2959.03	\$3112.61	\$3288.14

5.1.2.3. Feature MRC

Feature	MRC
Enhanced Multicast	\$70.00

5.1.3. Non-Recurring Charges (NRCs)

Standard Non-Recurring Charges (NRCs) for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4. Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

WK# - TBD

Please sign by December 19, 2024.

For AT&T Administrative Use Item 34.
 Pricing Schedule No. _____
 Original Effective Date: _____

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
 Pricing Schedule Provided Pursuant to Custom Terms**

5.2. AT&T SWITCHED ETHERNET SERVICE THIRD PARTY ACCESS (3PA) - Outside 21-State AT&T ILEC Footprint

5.2.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Third-Party Access connection, local mileage MRC, the bandwidth MRC, and any associated feature MRC(s). Availability, Price Group and Access Mileage Group associated with Third Party Access are subject to change, based on the availability and pricing of access connections from the third-party providers. The Price Group and Access Mileage Group applicable to each Customer location are determined at the time of Customer's order.

5.2.1.1. Third-Party Local Switched Access Connection MRC

Port Speeds	Port Type	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9	Group 10	Group 11	Group 12
2 Mbps	Switched	\$95.85	\$231.29	\$446.27	\$270.06	\$287.63	\$304.69	\$480.81	\$520.76	\$304.69	\$483.80	\$429.42	\$270.06
4 Mbps	Switched	\$95.85	\$244.29	\$469.17	\$293.02	\$293.02	\$304.69	\$480.81	\$520.76	\$304.69	\$483.80	\$427.05	\$293.02
5 Mbps	Switched	\$95.85	\$273.79	\$480.80	\$304.69	\$304.69	\$304.69	\$480.81	\$520.76	\$304.69	\$483.80	\$424.65	\$304.69
8 Mbps	Switched	\$95.85	\$316.29	\$619.65	\$319.80	\$347.30	\$264.70	\$615.67	\$525.95	\$270.68	\$621.65	\$563.50	\$319.80
10 Mbps	Switched	\$95.85	\$345.29	\$615.67	\$264.70	\$343.32	\$264.70	\$615.67	\$525.95	\$270.68	\$621.65	\$559.51	\$278.74
20 Mbps	Switched	\$99.40	\$402.29	\$624.66	\$305.98	\$386.01	\$305.98	\$624.66	\$677.69	\$317.95	\$636.62	\$762.24	\$460.41
50 Mbps	Switched	\$99.40	\$505.96	\$823.57	\$363.10	\$502.08	\$363.10	\$823.57	\$776.02	\$393.01	\$853.48	\$924.65	\$573.68
100 Mbps	Switched	\$102.95	\$744.67	\$942.20	\$439.62	\$594.04	\$439.62	\$942.20	\$1,093.80	\$499.45	\$1,002.04	\$1,071.36	\$790.59
150 Mbps	Switched	\$106.50	\$880.00	\$1,267.86	\$497.13	\$821.43	\$589.58	\$1,488.06	\$1,243.15	\$828.91	\$1,727.39	\$1,514.94	\$1,023.58
250 Mbps	Switched	\$106.50	\$1,021.52	\$1,228.66	\$457.93	\$782.22	\$589.58	\$1,488.06	\$1,433.85	\$828.91	\$1,727.39	\$1,475.74	\$984.38
400 Mbps	Switched	\$106.50	\$1,124.00	\$1,372.94	\$517.98	\$703.30	\$589.58	\$1,488.06	\$1,676.57	\$828.91	\$1,727.39	\$1,747.78	\$1,186.23
500 Mbps	Switched	\$110.05	\$1,166.66	\$1,448.86	\$550.38	\$723.05	\$550.38	\$1,448.86	\$1,823.26	\$849.54	\$1,748.02	\$1,708.57	\$1,147.02
600 Mbps	Switched	\$113.60	\$1,300.00	\$1,428.38	\$730.65	\$730.65	\$730.65	\$1,428.38	\$2,025.06	\$1,089.65	\$1,787.37	\$1,909.90	\$1,348.35
1000 Mbps	Switched	\$113.60	\$1,311.00	\$1,446.59	\$611.28	\$739.04	\$667.44	\$1,446.59	\$2,706.06	\$1,265.78	\$2,044.93	\$1,790.54	\$1,228.99
2 Mbps - 50 Mbps	Dedicated	\$315.00	\$885.00	\$885.00	\$1,200.00	\$1,650.00	\$2,050.00	\$2,450.00	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	\$420.00	\$1,320.00	\$1,320.00	\$1,500.00	\$3,000.00	\$4,000.00	\$6,550.00	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	\$420.00	\$1,320.00	\$1,320.00	\$1,500.00	\$3,000.00	\$4,000.00	\$6,550.00	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	\$478.80	\$1,800.00	\$1,800.00	\$2,750.00	\$3,500.00	\$4,600.00	\$7,000.00	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	\$630.00	\$3,098.00	\$3,098.00	\$4,500.00	\$5,650.00	\$7,200.00	\$7,800.00	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	\$120.70	\$3,438.00	\$1,980.90	\$5,500.00	\$6,958.33	\$9,250.00	\$9,576.44	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	\$173.95	\$6,250.13	\$1,785.25	\$7,500.00	\$9,400.00	\$11,000.00	\$1,191.42	N/A	N/A	N/A	N/A	N/A

WK# - TBD

Please sign by December 19, 2024.

For AT&T Administrative Use Item 34.
 Pricing Schedule No. _____
 Original Effective Date: _____

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
 Pricing Schedule Provided Pursuant to Custom Terms**

Port Speeds	Port Type	Group 13	Group 14	Group 15	Group 16	Group 17	Group 18	Group 19	Group 20	Group 21	Group 22	Group 23	Group 24
2 Mbps	Switched	\$642.55	\$340.97	\$567.04	\$436.25	\$304.69	\$270.06	\$378.25	\$270.06	\$270.06	\$270.06	\$249.57	\$249.57
4 Mbps	Switched	\$642.55	\$356.86	\$567.04	\$436.25	\$304.69	\$293.02	\$378.25	\$293.02	\$293.02	\$293.02	\$263.64	\$263.64
5 Mbps	Switched	\$642.55	\$362.88	\$567.04	\$436.25	\$304.69	\$319.80	\$378.25	\$304.69	\$309.88	\$304.69	\$290.73	\$290.73
8 Mbps	Switched	\$770.35	\$389.41	\$708.12	\$634.19	\$452.88	\$319.80	\$392.36	\$319.80	\$377.24	\$319.80	\$359.81	\$319.80
10 Mbps	Switched	\$770.35	\$455.63	\$708.12	\$634.19	\$452.88	\$264.70	\$392.36	\$336.67	\$508.37	\$313.09	\$385.63	\$288.37
20 Mbps	Switched	\$898.15	\$605.01	\$756.22	\$1,015.62	\$743.09	\$305.98	\$461.71	\$396.54	\$597.05	\$379.91	\$751.42	\$395.43
50 Mbps	Switched	\$1,093.40	\$927.46	\$839.42	\$1,815.16	\$1,408.18	\$363.10	\$636.73	\$537.93	\$878.04	\$470.33	\$974.78	\$546.01
100 Mbps	Switched	\$1,299.30	\$1,020.82	\$957.04	\$2,425.47	\$1,835.50	\$439.62	\$766.55	\$635.50	\$1,018.18	\$558.00	\$1,578.76	\$972.48
150 Mbps	Switched	\$1,686.25	\$1,040.43	\$1,276.48	\$3,122.50	\$2,506.14	\$497.13	\$818.30	\$727.23	\$1,031.86	\$617.07	\$3,635.69	\$1,050.06
250 Mbps	Switched	\$1,686.25	\$1,136.00	\$1,276.48	\$4,593.79	\$3,881.44	\$457.93	\$818.30	\$718.21	\$1,067.24	\$653.65	\$5,129.95	\$1,220.84
400 Mbps	Switched	\$1,945.40	\$1,146.92	\$1,276.48	\$4,593.79	\$3,881.44	\$589.58	\$818.30	\$661.17	\$1,058.60	\$643.49	\$5,129.95	\$1,357.91
500 Mbps	Switched	\$1,945.40	\$1,152.64	\$1,417.78	\$5,063.19	\$4,339.89	\$550.38	\$818.30	\$637.12	\$1,051.12	\$624.49	\$5,791.87	\$1,511.84
600 Mbps	Switched	\$2,204.55	\$1,104.08	\$1,455.65	\$6,914.51	\$6,063.51	\$730.65	\$1,162.71	\$651.14	\$1,069.35	\$601.74	\$6,294.00	\$1,590.43
1000 Mbps	Switched	\$2,595.05	\$1,111.06	\$1,622.07	\$6,914.51	\$6,063.51	\$667.44	\$1,162.71	\$757.78	\$1,341.80	\$577.53	\$6,545.43	\$2,193.64
2 Mbps - 50 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

WK# - TBD

Please sign by December 19, 2024.

For AT&T Administrative Use Item 34.
 Pricing Schedule No. _____
 Original Effective Date: _____

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
 Pricing Schedule Provided Pursuant to Custom Terms**

Port Speeds	Port Type	Group 25	Group 26	Group 27	Group 28	Group 29	Group 30
2 Mbps	Switched	\$270.06	\$249.57	\$236.07	\$249.57	\$403.00	\$756.07
4 Mbps	Switched	\$293.02	\$263.64	\$236.07	\$294.99	\$437.36	\$833.54
5 Mbps	Switched	\$304.69	\$290.73	\$236.07	\$343.03	\$440.00	\$897.87
8 Mbps	Switched	\$319.80	\$257.56	\$236.07	\$386.46	\$445.00	\$1,009.83
10 Mbps	Switched	\$243.64	\$257.56	\$236.07	\$389.62	\$450.00	\$1,134.86
20 Mbps	Switched	\$320.02	\$304.43	\$255.15	\$537.38	\$550.00	\$1,390.09
50 Mbps	Switched	\$405.21	\$490.63	\$300.24	\$615.30	\$707.08	\$1,699.89
100 Mbps	Switched	\$622.12	\$633.05	\$356.21	\$635.91	\$899.73	\$2,164.20
150 Mbps	Switched	\$616.46	\$640.01	\$458.97	\$812.39	\$982.06	\$2,500.00
250 Mbps	Switched	\$703.61	\$687.48	\$458.97	\$1,015.40	\$1,200.00	\$3,384.11
400 Mbps	Switched	\$712.42	\$687.48	\$458.97	\$1,015.40	\$1,369.24	\$3,600.00
500 Mbps	Switched	\$760.96	\$703.01	\$470.83	\$1,015.40	\$1,403.09	\$4,030.63
600 Mbps	Switched	\$769.26	\$692.33	\$466.82	\$919.64	\$1,800.00	\$5,500.00
1000 Mbps	Switched	\$737.63	\$779.25	\$527.00	\$919.64	\$1,999.00	\$5,636.21
2 Mbps - 50 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A

WK# - TBD

Please sign by December 19, 2024.

For AT&T Administrative Use Item 34.
 Pricing Schedule No. _____
 Original Effective Date: _____

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
 Pricing Schedule Provided Pursuant to Custom Terms**

5.2.1.2. Third-Party Local Switched Access Mileage MRC

60-month Term - Third-Party Local Switched Access Mileage MRC Price Groups				
Port Connection Speed	Mileage A		Mileage B	
	Fixed	Per Mile	Fixed	Per Mile
2 Mbps – 1000 Mbps	\$0.00	\$110.05	\$0.00	\$110.05
Applicability of mileage will be determined during address qualification.				

5.2.1.3. Third-Party Local Dedicated Access Mileage MRC

60 Month Term- Third Party Local Dedicated Access Mileage MRC Price Groups														
Port Connection Speed	Mileage A		Mileage B		Mileage C		Mileage D		Mileage E		Mileage F		Mileage G	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 50 Mbps	\$189.85	\$6.75	\$0	\$0	\$315.95	\$29.11	\$315.95	\$29.11	\$0	\$61.77	\$0	\$0	\$0	\$0
>50 Mbps - 100 Mbps	\$277.97	\$9.02	\$0	\$0	\$397.6	\$36.21	\$397.6	\$36.21	\$0	\$66.74	\$0	\$0	\$0	\$0
>100 Mbps - 250 Mbps	\$277.97	\$11.29	\$0	\$0	\$397.6	\$51.12	\$397.6	\$51.12	\$0	\$69.58	\$0	\$0	\$0	\$0
>250 Mbps - 500 Mbps	\$518.66	\$16.97	\$0	\$0	\$727.75	\$94.43	\$727.75	\$94.43	\$0	\$98.69	\$0	\$0	\$0	\$0
>500 Mbps - 600 Mbps	\$822.61	\$24.85	\$0	\$0	\$1121.8	\$203.06	\$1121.8	\$203.06	\$0	\$139.87	\$0	\$0	\$0	\$0
1000 Mbps	\$1296.11	\$35	\$202.35	\$102.95	\$2403.35	\$348.61	\$2403.35	\$348.61	\$0	\$155.49	\$0	\$0	\$0	\$0
10000 Mbps	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

WK# - TBD

Please sign by December 19, 2024.

For AT&T Administrative Use
Pricing Schedule No. _____
Original Effective Date: _____

Item 34.

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

5.2.1.4. Third-Party Bandwidth MRC

CIR Speed	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	RealTime
2 Mbps	\$50.42	\$51.98	\$54.58	\$57.17	\$59.78
4 Mbps	\$52.38	\$54.00	\$56.70	\$59.40	\$62.10
5 Mbps	\$54.35	\$56.03	\$58.83	\$61.63	\$64.43
8 Mbps	\$55.66	\$57.38	\$60.25	\$63.11	\$65.99
10 Mbps	\$58.93	\$60.75	\$63.79	\$66.83	\$69.86
20 Mbps	\$65.48	\$67.50	\$70.88	\$74.25	\$77.63
50 Mbps	\$104.76	\$108.00	\$113.40	\$118.80	\$124.20
100 Mbps	\$157.14	\$162.00	\$170.10	\$178.20	\$186.30
150 Mbps	\$196.43	\$202.50	\$212.63	\$222.75	\$232.88
250 Mbps	\$229.16	\$236.25	\$248.06	\$259.88	\$271.69
400 Mbps	\$294.64	\$303.75	\$318.94	\$334.13	\$349.31
500 Mbps	\$327.38	\$337.50	\$354.38	\$371.25	\$388.13
600 Mbps	\$392.85	\$405.00	\$425.25	\$445.50	\$465.75
1000 Mbps	\$491.06	\$506.25	\$531.56	\$556.88	\$582.19
2000 Mbps	\$916.65	\$945.00	\$992.25	\$1,039.50	\$1,086.75
2500 Mbps	\$1,113.08	\$1,147.50	\$1,204.88	\$1,262.25	\$1,319.63
4000 Mbps	\$1,636.88	\$1,687.50	\$1,771.88	\$1,856.25	\$1,940.63
5000 Mbps	\$1,964.25	\$2,025.00	\$2,126.25	\$2,227.50	\$2,328.75
7500 Mbps	\$2,160.68	\$2,227.50	\$2,338.88	\$2,450.25	\$2,561.63
9500 Mbps	\$2,226.15	\$2,295.00	\$2,409.75	\$2,524.50	\$2,639.25
10000 Mbps	\$2,291.63	\$2,362.50	\$2,480.63	\$2,598.75	\$2,716.88

5.2.2. Additional Charges

Charges for associated features or additional Service options may apply per Service Publication.

WK# - TBD

Please sign by December 19, 2024.

For AT&T Administrative Use Item 34.
 Pricing Schedule No. _____
 Original Effective Date: _____

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
 Pricing Schedule Provided Pursuant to Custom Terms**

5.3. AT&T MANAGED SWITCHED ETHERNET ON DEMAND

5.3.1. Monthly Recurring Charges

AT&T Managed Switched Ethernet on Demand- PLUS MRC – 60 month		
Managed Router*	Committed Information Rate (CIR)	MRC
100 Mbps	up to 100 Mbps	\$134.00
	100 Mbps	\$134.00
1 Gbps	100 Mbps to 150 Mbps	\$171.00
	250 Mbps to 400Mbps	\$299.00
	500 Mbps to 1000 Mbps	\$310.00
10 Gbps	up to 1000 Mbps	\$361.00
	2000 Mbps to 5000 Mbps	\$534.00
	7500 Mbps to 10000 Mbps	\$754.00

*Managed Router priced according to ASEoD port capacity.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1. Special Conditions for 10 Gbps Customer Port Connections

With respect to 10 Gbps Ports, Customer may use the Business Center Portal to order such Ports, to request and schedule changes to the CIR (subject to the port configurations shown in Attachment A, Table 2) or CoS of such Ports, or to establish or change EVCs associated with such Ports. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. EVCs exceeding 1000 Mbps are subject to network availability.

WK# - TBD

Please sign by December 19, 2024.

For AT&T Administrative Use Item 34.
Pricing Schedule No. _____
Original Effective Date: _____

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

**ATTACHMENT A
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
AUGUSTA-RICHMOND COUNTY**

A-1. Rates and Charges; Initial Order Quantities

Service Components	Quantity Existing	MRC, per Unit
1000 Mbps CIR - Business Critical Medium - Basic Only / OEM1T	6	\$808.45
Customer Port Connection - 1 Gbps – Basic / OEM1G	6	\$167.00

A-2. Initial Sites and Service Configuration

Jurisdiction: By selecting AT&T Switched Ethernet Service provided as interstate access service, Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **more than ten percent (10%)** of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Port is Interstate or Intrastate.

Table 1. Complete a line for each Customer Port Connection

Port ID #	Street Address	City	State AL - MN	State MO - WA	State WV - WY	Jurisdiction	Geographic Location
1	4436 Old Waynesboro Rd	Hephzibah	GA	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
2	3157 Damacus Road	Augusta	GA	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
3	535 Telfair Street	Augusta	GA	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
4	1731 Tobacco Road	Augusta	GA	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
5	234 Pistol Range Road	Augusta	GA	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint
6	535 Telfair Street	Augusta	GA	[Select]	[Select]	Intrastate	Within 21 State ILEC Footprint

Table 2. Service Components and Features associated with Customer Port Connections identified above within the 21-State ILEC Footprint. This Pricing Schedule shall constitute Customer's order for Service at the locations listed below.

Port ID #	Customer Port Connection Speed	CIR Speed	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1	1 Gbps Basic	1000 Mbps	N/A	Bus. Critical - Med.	No	No
2	1 Gbps Basic	1000 Mbps	N/A	Bus. Critical - Med.	No	No
3	1 Gbps Basic	1000 Mbps	N/A	Bus. Critical - Med.	No	No
4	1 Gbps Basic	1000 Mbps	N/A	Bus. Critical - Med.	No	No
5	1 Gbps Basic	1000 Mbps	N/A	Bus. Critical - Med.	No	No
6	1 Gbps Basic	1000 Mbps	N/A	Bus. Critical - Med.	No	No

Table 3. Service Components and Features associated with Customer Port Connections identified above outside the 21 State ILEC Footprint. This Pricing Schedule shall constitute Customer's order for Service at the locations listed below.

Port ID #	Access Type	Customer Port Connection Speed	Access Price Group	Access Mileage Group	Access Mileage	CIR Speed	Class of Service
1	[Select]	[Select]		[Select]		Select	[Select]

End of Document



**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Customer	AT&T
County of Augusta-Richmond Street Address: 535 Telfair St City: AUGUSTA State/Province: GA Zip Code: 30901 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Khalif Ross Title: IT Director Street Address: 530 GREENE STREET ANNEX 1 City: AUGUSTA State/Province: GA Zip Code: 30901 Country: United States Telephone: 7068211554 Email: ross@augustaga.gov	Name: Michelle Fields Street Address: 1300 BULL ST SHARED City: SAVANNAH State/Province: GA Zip Code: 31401 Country: United States Telephone: 9122477027 Email: sf2028@att.com Sales/Branch Manager: Frank Powers SCVP Name: WARREN SISSON Sales Strata: Retail Sales Region: USA With a copy (for Notices) to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Signature Not Required on this Page - Refer to
 Customer Signature Page Contract ID 1860001

AT&T and Customer Confidential Information

Page 1 of 9
 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term*	60 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
Pricing Schedule Term Extension Option	Customer may extend the Pricing Schedule Term for one or two 12-month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, or of the second Extension Period if applicable). In such a case, the Minimum Payment Period for each Service Component shall expire at the later of the end of the applicable Extension Period or the expiration of its original Minimum Payment Period.

*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

4. RATES (US Mainland, and HI only)

Section I: AT&T Dedicated Internet Access Bandwidth

Table 1: DNS Services

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

AT&T and Customer Confidential Information

Page 2 of 9
 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Table 2: ADI Tele – Installation

Discount: 90.00%

ADI Speed	Undiscounted ADI Installation Fee	Undiscounted ADI w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500#	\$1,500**#
10 Gig Ethernet* and up	\$1,500#	\$1,500

* Service not available with MPLS PNT

**Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

Pricing also applies to Service locations in Alaska

Table 3: On-Site Installation

Discount: 90.00%

ADI Speed	Undiscounted ADI w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

* Pricing also applies to Service locations in Alaska.

Table 4: LAN IP Block Size

IPv4 LAN IP Block Size	Undiscounted MRC	Discount
/28	\$112	0.00%
/27	\$224	0.00%
/26	\$448	0.00%
/25	\$896	0.00%
/24	\$1,792	0.00%
/23	\$3,584	0.00%
/22	\$7,168	0.00%
/21	\$14,336	0.00%
/20	\$28,672	0.00%
/19	\$57,344	0.00%

AT&T and Customer Confidential Information

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Table 5: Flexible Bandwidth Billing Option – Ethernet*

ADI & ADI w/Managed Router Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
ADI & ADI w/ Managed Router Discount for the following: 85.00%			Incremental Usage Fee Discount for the following:
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
ADI & ADI w/ Managed Router Discount for the following: 86.00%			Incremental Usage Fee Discount for the following:
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
ADI & ADI w/ Managed Router Discount for the following: 86.00%			Incremental Usage Fee Discount for the following:
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06

AT&T and Customer Confidential Information

Page 4 of 9
 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

ADI & ADI w/Managed Router Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Table 6: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges

Discount: 85.00%

Speed	Class of Service ADI & ADI w/ Managed Router MRC [#]
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225

AT&T and Customer Confidential Information

Page 5 of 9
 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Speed	Class of Service ADI & ADI w/ Managed Router MRC [#]
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

* Charges waived for Sites with AT&T BVoIP Service.

**no real-time class available.

(†) Speed not available with MPLS PNT.

Pricing also applies to Service locations in Alaska.

Table 7: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Charges

Discount: 85.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC [#]
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900

AT&T and Customer Confidential Information

Page 6 of 9
 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Speed	Undiscounted ADI & ADI w Managed Router MRC**
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

*Charges waived for Sites with AT&T BVoIP Service.

** Speed not available with MPLS PNT.

Pricing also applies to Service locations in Alaska.

Table 8: Class Of Service Option – Aggregate Billing Option - Monthly Charges**

Discount: 85.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC**
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

*Charges waived for Sites with AT&T BVoIP Service.

**Not available with MPLS PNT.

Table 9: Class Of Service Option - Installation Fees

Discount: 100.00%

Class of Service Undiscounted Installation Fee**	\$1,000
--	---------

*Charges waived for Sites with AT&T BVoIP Service.

Pricing also applies to Service locations in Alaska.

AT&T and Customer Confidential Information

Page 7 of 9
 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Table 10: Local Access without Diversity

Address	City	State	Zip	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
1501 AVIATION WAY	AUGUSTA	GA	30906-9620	MIS Ethernet Access 20 Mbps	\$0.00	\$262.74
535 TELFAIR ST	AUGUSTA	GA	30901-2371	MIS Ethernet Access 20 Gbps	\$0.00	\$262.74
535 TELFAIR ST	AUGUSTA	GA	30901-2371	MIS Ethernet Access 100 Gbps	\$0.00	\$414.70
1501 AVIATION WAY	AUGUSTA	GA	30906-9620	MIS Ethernet Access 100 Gbps	\$0.00	\$414.70
1501 AVIATION WAY	AUGUSTA	GA	30906-9620	MIS Ethernet Access 50 Gbps	\$0.00	\$328.86
535 TELFAIR ST	AUGUSTA	GA	30901-2371	MIS Ethernet Access 50 Gbps	\$0.00	\$328.86

Section II: AT&T Business in a BoxSM

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: 100.00%

Service Component/Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
Base Unit High Bandwidth	\$70
8 Port Analog Module Add-On	\$35
24 Port Analog Module Add-On	\$70

* Pricing also applies to Service locations in Alaska.

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: 100.00%

Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
Base Unit High Bandwidth	\$95
8 Port Analog Module Add-On	\$40
24 Port Analog Module Add-On	\$80

* Pricing also applies to Service locations in Alaska.

AT&T and Customer Confidential Information

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Table 3: Life-Cycle Management Charges - Service Charges

Discount: 100.00%

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Charge *
Move, Addition, Change to Service	\$260
Delete Service	\$500

* Pricing also applies to Service locations in Alaska.

Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100.00%

Class of Service Monthly Charges	\$225*
----------------------------------	--------

* Pricing also applies to Service locations in Alaska.

Table 5: IP Version Change

Discount: 100.00%

IP Version Change – Per Site, Per Occurrence	\$500*
--	--------

* Pricing also applies to Service locations in Alaska.

Section III: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska.

This is the last page of the Pricing Document.

AT&T and Customer Confidential Information

Page 9 of 9
 ASAP!



AT&T's Proposal for IP Flex Reach on AT&T Dedicated Internet (ADI)

IP Flexible Reach is provided by AT&T Corp. **Proposal Validity Period**—The information and pricing contained in this proposal is valid for a period of 60 days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T. **Terms and Conditions**—This proposal is conditioned upon negotiation and execution by the parties of a written agreement containing mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to the standard terms and conditions of AT&T unless otherwise stated herein. Any changes or variations in AT&T standard terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing. **Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. **Copyright Notice and Statement of Confidentiality**—© 2014 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.



Proposal for IP Flexible Reach on AT&T Dedicated Internet (ADI)

Presented to Augusta-Richmond County

By AT&T on May 10, 2024

Shelly Fields
AT&T Account Manager
912-247-7027
Sf2028@att.com

Table of Contents	Page
Overview	3
IP Flexible Reach.....	3
Features.....	6
Options	7
Pricing.....	10
Implementation.....	12
Advantages of AT&T	12

IP Flexible Reach is provided by AT&T Corp. **Proposal Validity Period**—The information and pricing contained in this proposal is valid for a period of 60 days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T. **Terms and Conditions**—This proposal is conditioned upon negotiation and execution by the parties of a written agreement containing mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to the standard terms and conditions of AT&T unless otherwise stated herein. Any changes or variations in AT&T standard terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing. **Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. **Copyright Notice and Statement of Confidentiality**—© 2014 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

Overview

Your AT&T team understands the following about your business: Your business requires voice and data services, but managing separate networks is costly and time consuming.

We've assessed your information and developed an IP Flex Reach on AT&T Dedicated Internet (ADI) solution that addresses your business needs. IP Flexible Reach allows you to add VoIP to your Internet access service. By converting voice to IP format, your voice and data services travel on the same Internet access facility.

Consolidating your voice and data traffic onto a single IP network service provides true network integration. You save money and reduce the complexity of managing your network.

In the following pages, we provide details about the IP Flex Reach on AT&T Dedicated Internet (ADI) solution—and its features and benefits—that we recommend for Augusta-Richmond County.

IP Flexible Reach

IP Flexible Reach is a managed Voice over IP (VoIP) solution that provides inbound and outbound calling on your data network, giving you long distance and international calling for all your sites globally and also local calling for your U.S. sites. IP Flexible Reach provides VoIP calling service to your data network.

IP Flexible Reach uses two networks. The first is a U.S.-only network that provides AT&T Dedicated Internet (ADI), Ethernet ADI, MPLS Private Network Transport (PNT), and Ethernet PNT access services.

The second network that we use with IP Flexible Reach is the AT&T Virtual Private Network (AT&T VPN). This global network provides increased security over the ADI and PNT network and supports the same speeds.

With both networks, IP Flexible Reach adds VoIP to your IP VPN services. IP services travel over AT&T's global MPLS backbone, which provides efficient communication across your business, extensive reach, reliability, and enhanced network security. With both networks, AT&T supports MLPPP speeds (up to 8XT1 for 12 Mbps bandwidth) and OCX up to OC-48 and Ethernet up to 1 GigE.

With the ADI and PNT network, we deploy gateway routers at your sites to transport voice and data traffic. Your PBX or IP PBX connects to this router. To enhance voice quality, we configure

the router to prioritize traffic for immediate transport. The router assigns all voice calls to Class of Service 1. Our engineers configure the router for advanced bandwidth management and traffic queuing priorities as part of your service installation.

With the AT&T VPN network, we support your owned and managed gateway routers. These routers have the same capabilities as the AT&T managed router for ADI and PNT service.

IP Flexible Reach includes three package options: IP Long Distance (Calling Plan A—global), Local and Long Distance (Calling Plan B—U.S. only), and Local and Long Distance Package (Calling Plan C—U.S. only). All package options include free unlimited on-net calling between all locations that use IP Flexible Reach.

The concurrent calls capacity depends on your transport access facility's bandwidth. For example, T1 access supports 6 to 50 concurrent calls; T3 or fractional T3 access, 6 to 350 such calls and up to 1,000 when you use a Session Border Controller. With Ethernet and OCX, the service can support more than 30,000 concurrent calls. You choose the number of concurrent calls to meet your business needs.

IP Flexible Reach interoperates with traditional digital TDM PBXs and IP PBXs and integrates with AT&T Voice DNA services.

On your local area network (LAN), your IP phone converts your voice or facsimile transmissions into Internet Protocol (IP) format. Your LAN equipment routes those transmissions (calls) via your transport access facility to our network. On-net calls (VoIP to VoIP) route only within the IP network. Off-net calls (VoIP to analog phones) route through a gateway device that converts them from IP to analog format and routes them on the public switched telephone network (PSTN) to their destination.

This feature set is available for TDM handoff (PRI/CAS), Analog handoff with BIB and select IP-PBXs*

End User and Admin Portal for feature management



Line Features

Telephone Number (TN) level features:

- Call Forwarding, CF Not Reachable, Always, Busy, No Answer, Selective
- Blind Transfer (SIP Refer)
- Locate Me (up to 5 TNs)
- Simultaneous Ringing (up to 10 TNs)
- Direct Inward Dialing (DID) call limits per number (Max DID Policing)
- Outgoing call restrictions
- Account/Authorization codes
- Scheduling

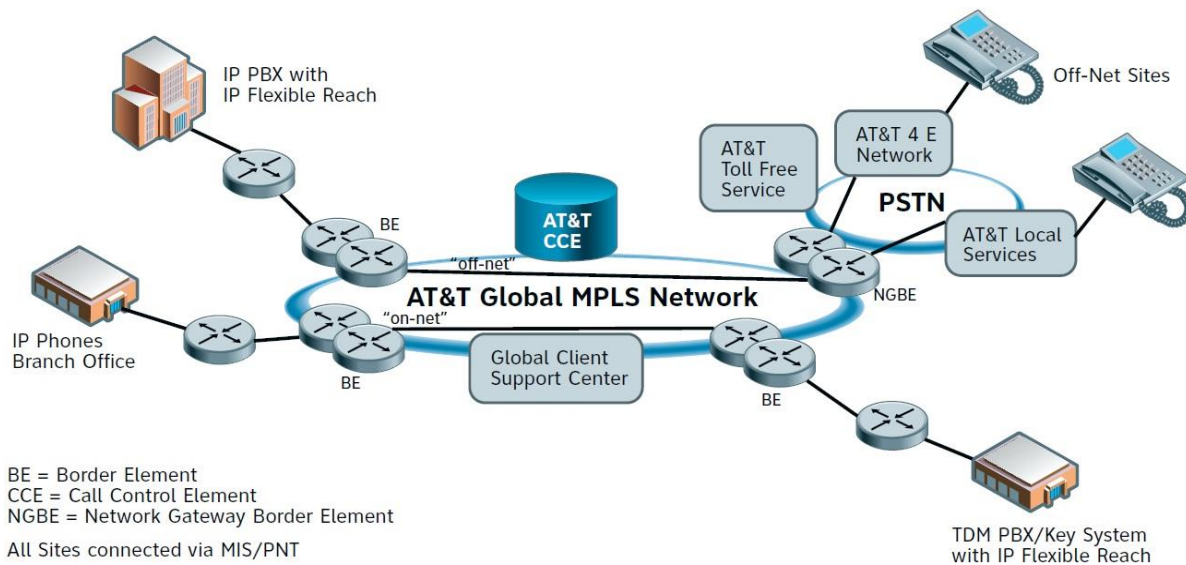
Trunk Features

Inbound Call Distribution and Trunk to Trunk Failover:

- Trunk Call Routing Capabilities:
 - Linear Routing
 - Round Robin Routing
 - % Allocation Routing
 - Most Idle

*Not all features are available with each handoff or IP-PBX type

IP Flexible Reach Enhanced Features Package — The Enhanced Features Package option can help you boost employee productivity, enhance disaster recovery, optimize your network, and maximize the experience of your customers.



IP Flexible Reach for TDM and IP PBXs — This diagram shows a typical IP Flexible Reach configuration for TDM and IP PBXs.

Features

IP Flexible Reach gives you these features and benefits:

- **Performance**—Communicate over a converged IP network that has dynamically allocated bandwidth and high-quality, reliable, business-class voice service that is backed by Service Level Agreements.
- **Agility**—Choose flexible options that interoperate with digital time division multiplexed (TDM) or IP PBX solutions.
- **Control**—Implement a communications system with web-based performance and call reporting, service reporting, and network management.
- **Security**—Enhance the confidentiality and integrity of your IP voice traffic by using our highly secure IP backbone network. The AT&T VPN access option provides additional security for your voice and data services.
- **Compatibility**—VoIP interoperates with a wide range of PBX systems, including traditional digital TDM PBXs and IP PBXs, and integrates with AT&T Voice DNA[®] services. Because AT&T's VoIP service is compatible with your current telephone equipment, you can take advantage of IP Flexible Reach without investing in a costly replacement of your PBX systems.

- Voice over IP (VoIP)—With VoIP, you connect all of your desktop equipment to your LAN, and you route your voice calls over our global IP network instead of the public switched telephone network (PSTN). You have lower costs for network wiring. And, by using our VoIP network, you can manage your communication costs more effectively.
- Integrated Network Access—You can transport voice calls on the same Internet access facility that you use for data service. By integrating your voice and data services on the same line, you reduce access costs and simplify your network management. And, the service supports ADI, PNT, and AVPN access.

Options

The following options are available with IP Flexible Reach:

- Network Access—You can choose between ADI/PNT access (with a router that AT&T manages) and AVPN access (with a router that you manage). These access methods enable you to tailor your solution to meet your requirements.
- IP long distance (plan A, available globally)—supports long distance VoIP calling. You get unlimited on-net calls, and you get outbound long distance and international calling at competitive per-minute rates. Because this plan supports only long distance calling, all local calls—including 911—are unavailable with this service. With this plan, you must maintain an inbound and outbound public switched telephone network (PSTN) line in order to make and receive local calls, including 911. (This plan is not available with AVPN access.)
- Local and long distance (Plan B, available in the U.S.)—offers free local and discounted long distance VoIP calling. You get unlimited on-net calls, and you get unlimited inbound and outbound local calling. Outbound off-net local toll, long distance, and international calling bill at competitive per-minute rates. You must dial 1 plus the 10-digit number to complete local calls. This option allows you to use PBX private dialing plans.
- Local and long distance package (Plan C, available in the U.S.)—provides free local and partially flat-rate long distance VoIP calling. You get unlimited on-net calls, and you get unlimited inbound and outbound local calling. This option includes 300 minutes of off-net U.S. local toll and long distance calling per concurrent call. Additional minutes of off-net local toll, long distance, and international calling are not included but bill at competitive per-minute rates. You must dial 1 plus the 10-digit number to complete local calls. This option allows you to use PBX private dialing plans.
- Local feature options—provide additional features for plans B and C. Local features include Direct Inward Dialing (DID); Direct Outward Dialing (DOD); Toll-free terminations; Local Number Portability; N11, 411, and NPA 555-1212; Directory

Assistance; Caller ID with Name; Operator Services; Directory Listing; 911/E911 service; and Call Blocking options.

- Class of Service (CoS) option—gives you the flexibility to prioritize your applications. The CoS option, available on your access circuit, supports four classes of service. CoS 1 includes applications such as Voice over IP and videoconferencing; CoS 2 includes critical data applications such as credit transactions and packages for enterprise resource planning like PeopleSoft and SAP (Systems, Application in Data Processing); CoS 3 includes standard business data requirements for applications such as human resource web sites and company email; and CoS 4 includes general data applications such as file transfer protocol (FTP), and Internet browsing. To assist you with your service classifications, we offer 17 different voice/data CoS "profiles," which have pre-determined bandwidth allocations for each CoS. A CoS profile is a template that you use within your network to allocate bandwidth across your Committed Data Rate (CDR). You can select a CoS profile for ingress classification or egress queuing. With the CoS option, you'll have a cost-effective network where your critical applications receive the highest priority.
- Station to station—enables you to place calls that stay inside your PBX instead of traversing our network.
- Originating 8YY—routes your 8YY numbers to your local network switch.
- Default call blocking—blocks certain outbound numbers by default. These numbers include 611; 811; 500; 700; NPA-555-xxxx (except NPA-555-1212); 900/ NPA-976-xxxx; 0-8YY-xxx-xxxx; 0N11; 0-NPA-555-1212; 0-976-Nxx-xxxx; 0-500-XXX-XXXX; 0-700-XXX-XXXX; and 0-900-XXX-XXXX.
- Site specific outbound call blocking—enables you to request us to block certain types of calls based on sites. These numbers include international operator (01); direct dialed international (011); local distance directory assistance (411); long distance directory assistance (NPA-555-1212); and operator (0-, 0+, 00-, 00+).
- Calling Name Delivery Service (CNAM)—retrieves and displays the name associated with a telephone number. The service includes Allow Default CNAM, which gives you the first 15 characters of the business name; Allow Customer Specified CNAM, which enables you to choose a CNAM; and Restrict CNAM, which displays no name.
- IP Flexible Reach Enhanced Features Package (included in our pricing)—adds telephone number-level features to your SIP trunking service like Call Forwarding, Find Me/Follow Me, and Account codes, as well as advanced routing and resiliency features to keep your business running. This package comes with a web-based management portal so you can quickly and simply assign and manage your users and features. The Enhanced Features



Proposal for an IP Flex Reach on AT&T Dedicated Internet (ADI)
solution for Augusta-Richmond County



Package can help you boost employee productivity, enhance disaster recovery, optimize your network, and maximize the experience of your customers.

Pricing Scenario 1

AT&T proposes IP Flex/SIP Trunks with **20M** AT&T Dedicated Internet (ADI) at the following 2 addresses:

- 535 Telfair St., Bldg 2000, Augusta, GA
- 1501 Aviation Way, Augusta, GA

This scenario includes the following components with pricing based on a 36 month contract term.

Bandwidth	Unit Price	Qty	Installation	Monthly Total
20M AT&T Dedicated Internet	\$349.29	2	\$0	\$698.58
*Total Concurrent Call Paths with Calling Plan C and Enhanced Features. Each site 100 call paths	\$12.00	200	\$0	\$2,400.00
DID fee, per number	\$.15	2,375	\$0	\$356.25
Domestic Long Distance Included	\$0	75,900	\$0	\$0
Monthly Total				\$3,454.83

Current PRI spend (including Pinpoint 911 and excluding regulatory fees, FCC charges, etc.) is **\$4,593.40** per month.

706 849 2065 002 \$3,965.35

706 796 4001 001 \$628.05

Current average domestic monthly long distance usage is 6,000 minutes and spend with AT&T is **\$2500.00**. Long Distance Included with IP Flex = 300 minutes of domestic long distance included with each call path. \$.05 cpm for overage. (200 call paths x 300 minutes = 60,000 minutes included each month). International minutes not included.

Scenario 1 Estimated Monthly Savings = (\$4593.40 + \$2500) = \$7,093.40 - \$3,454.83 = \$3,638.57

**Augusta-Richmond County can choose the number of desired concurrent call paths and corresponding bandwidth per address. For diversity purposes, if one site were to go down, the other site can take over and manage the calls up to the number of total concurrent call paths provisioned for that site.*

Pricing Scenario 2

AT&T proposes IP Flex/SIP Trunks with **50M** AT&T Dedicated Internet (ADI) at the following addresses.

- 535 Telfair St., Bldg 2000, Augusta, GA
- 1501 Aviation Way, Augusta, GA

This scenario includes the following components with pricing based on a 36 month contract term.

Bandwidth	Unit Price	Qty	Installation	Monthly Total
50M AT&T Dedicated Internet	\$462.56	2	\$0	\$925.12
*Total Concurrent Call Paths with Calling Plan C and Enhanced Features. Each site 100 call paths	\$12.00	200	\$0	\$2,400.00
DID fee, per number	\$.15	2,375	\$0	\$356.25
Monthly Total				\$3,681.37

Current PRI spend (including Pinpoint 911 and excluding regulatory fees, FCC charges, etc.) is **\$4,593.40** per month.

706 849 2065 002 \$3,965.35

706 796 4001 001 \$628.05

Current average monthly long distance usage is 50,000 minutes and spend with AT&T is **\$2500.00**. Long Distance Included with IP Flex = 300 minutes of domestic long distance

included with each call path. \$.05 cpm for overage. (200 call paths x 300 minutes = 60,000 minutes included each month). International minutes not included.

Scenario 1 Estimated Monthly Savings = (\$4593.40 + \$2500) = \$7,093.40 - \$3,681.37 = \$3,412.03

**Augusta-Richmond County can choose the number of desired concurrent call paths and corresponding bandwidth per address. For diversity purposes, if one site were to go down, the other site can take over and manage the calls up to the number of total concurrent call paths provisioned for that site.*

Implementation

There are several steps required to implement the IP Flex Reach on AT&T Dedicated Internet (ADI) solution. Timelines are dependent on contract signatures, fiber facilities availability, site readiness, timeliness of hand off information (to include IP PBX information as well as a complete telephone number and address list). Standard installation interval is 60-90 days.

Advantages of AT&T

Working with AT&T gives you the following advantages:

- **Agility**—With our integrated, agile networking platform, you can quickly add or change applications as your business needs dictate.
- **Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of communication products and can assess your needs to identify potential solutions.
- **Data Network Strength**—AT&T understands data transport—we own and operate wireline, wireless, and IP data networks, including one of the world's most advanced and powerful IP backbones. Our networks offer local, national, and global coverage.
- **Experience and Expertise**—With more than 100 years of experience, AT&T draws on its expertise to champion innovation and develop comprehensive, reliable solutions.
- **Financial Stability**—You can rely on us to be your service provider—now and in the future. AT&T has a strong balance sheet and a history of prudent financial management.

- Performance—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.
- Reliability—AT&T is one of the strongest, most dependable communication providers in the industry. We monitor our network to identify and correct service issues quickly.
- Service—We offer you easy access to service and assistance, whether through online tools or a single phone number. As a result, you may spend less time on communication issues and have more time to focus on your business.
- Support—Getting straight answers to your questions is important. That's why we give you an experienced, professional account team that knows your business and can recommend the best solutions.

You've seen from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to implement the IP Flex Reach on AT&T Dedicated Internet (ADI) solution and help you achieve your business goals.



**AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE
 PRICING SCHEDULE**

Customer	AT&T
County of Augusta-Richmond Street Address: 535 Telfair St City: AUGUSTA State/Province: GA Zip Code: 30901 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Khalif Ross Title: IT Director Street Address: 530 GREENE STREET ANNEX 1 City: AUGUSTA State/Province: GA Zip Code: 30901 Country: United States Telephone: 7068211554 Email: ross@augustaga.gov	Name: Michelle Fields Street Address: 1300 BULL ST SHARED City: SAVANNAH State/Province: GA Zip Code: 31401 Country: United States Telephone: 9122477027 Email: sf2028@att.com Sales/Branch Manager: Frank Powers SCVP Name: WARREN SISSON Sales Strata: Retail Sales Region: USA <u>With a copy (for Notices) to:</u> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning (i) the circumstances under which, and (ii) the non-US countries in which, emergency calling (including but not limited to E911 service or its equivalent in other countries) is not or may not be available, as stated and identified in the AT&T Business Voice over IP Services Service Guide found in the SG Library at <http://serviceguidenew.att.com>. Such circumstances include, but are not limited to, relocation of the User's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. For additional Most of World advisories, see section "Additional Terms," sub-heading "Emergency Calling Most of World".

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 1860001

AT&T and Customer Confidential Information

Page 1 of 5
 ASAP!

**AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE
PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE	http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	60 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
Pricing Schedule Term Extension Option	Customer may extend the Pricing Schedule Term for one or two 12-month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, or of the second Extension Period if applicable). In such a case, the Minimum Payment Period for each Service Component shall expire at the later of the end of the applicable Extension Period or the expiration of its original Minimum Payment Period.

3. MARC

MARC under this Pricing Schedule	None
---	------

4. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

5. ADDITIONAL TERMS AND CONDITIONS**5.1. Emergency Calling Most of World****Emergency Calling Most of World**

At or before Service activation at a Most of World Site with outbound BVoIP calling, Customer certifies it has and agrees to continuously keep individual business lines and other appropriate facilities with a local service provider or other provider capable of, and responsible for, providing Customer access to three-digit emergency dialing services, if AT&T does not provide emergency dialing service and for as long as AT&T provides outbound BVoIP service to that Site. Customer is responsible to ensure that all calls to these emergency dialing service numbers are routed over appropriate facilities to ensure completion provided by that local service provider, or other provider. Customer agrees to indemnify and defend AT&T from and against any and all third-party claims and related loss, liability, damage and expense, arising from Customer's failure to perform Customer's obligations outlined in this Section. AT&T's provisioning of outbound BVoIP service is conditioned upon Customer's full compliance with these obligations, and failure to do so is a material breach of this Agreement.

AT&T and Customer Confidential Information

Page 2 of 5
ASAP!

**AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE
 PRICING SCHEDULE**

5.2. White Pages, Yellow Pages, Directory Assistance

White Pages, Yellow Pages and Directory Assistance database listings are subject to (1) rules, regulations, guidelines and requirements of Business Directory Publishers and Directory Assistance providers, including but not limited to AT&T Affiliates, relating to the information which may, may not or must be included in listings, and (2) federal, state and local laws, ordinances and regulations, including those relating to deceptive practices and deceptive advertising. Customer (not AT&T) is solely responsible for complying with (1) and (2). If Customer supplies information to AT&T that, according to the Business Directory Publisher or Directory Assistance provider or otherwise, violates (1) or does or may violate (2), Customer understands that its listing information may, without advance notice, be rejected or removed from White Pages, Yellow Pages and Directory Assistance databases, and Customer will indemnify and hold AT&T and its Affiliates harmless from any and all losses, liability, damages, fines, claims, costs or expenses (including attorneys' fees) of any kind, suffered by AT&T, by any AT&T Affiliate, by Customer or by any third party as a result of Customer's breach of its obligation.

5.3. Broadband Connectivity

This Pricing Schedule does not include transport necessary for the provision of AT&T Flexible Reach Service, Over Any Transport. Customer must obtain broadband connectivity separately under an AT&T or third-party contract.

6. RATES

Discounts are applied to the applicable Service Publication rates.

7. DISCOUNTS

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge

7.1. US DISCOUNTS

I. Common Billable Elements

Table A: Common Billable Elements (apply regardless of Underlying Transport Service)		
Item	Type of Charge	Element Discount
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	0.00%
Non-US Terminated Off-Net Calling Charge – fixed	Per Usage	20.00%
Non-US Terminated Off-Net Calling Charge – mobile	Per Usage	20.00%
AT&T IP Flexible Reach Enhanced Features Package Charge	MRC, per Concurrent Call	50.00%

II. Calling Plan Discounts

Table A: Calling Plan A (IP Long Distance Only)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	60.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	20.00%	0.00%

Table B: Calling Plan B (IP Local and IP Long Distance)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	60.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	20.00%	0.00%
Telephone Number Charge	MRC, per Number	50.00%	Not Available

AT&T and Customer Confidential Information

Page 3 of 5
 ASAP!

**AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE
 PRICING SCHEDULE**

Table C: Calling Plan C (IP Local and IP Long Distance Bundle)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	100.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	84.29%	0.00%
Telephone Number Charge	MRC, per Number	50.00%	Not available

Table D: Calling Plan G (AT&T IP Toll-Free Only)		
Item	Type of Charge	Calling Plan Discount
AT&T IPTF Calling Plan Setup Fee	NRC, per Site	100.00%
AT&T IPTF Calling Plan Charge	MRC, per Concurrent Call	100.00%
AT&T IPTF Calling Charge – US Interstate	Usage	20.00%
AT&T IPTF Calling Charge – US Intrastate	Usage	20.00%
AT&T IPTF Calling Charge – Canada to US	Usage	20.00%
AT&T IPTF Calling Charge – US to Non-US	Usage	20.00%
AT&T IPTF Calling Charge – Canada to Non-US	Usage	20.00%
AT&T IPTF Calling Charge – Non-US to US	Usage	20.00%
International Inbound Setup	NRC, per Site	20.00%
Universal Freephone (UIFN) Fee	NRC, per UIFN Number	20.00%
International Inbound per Country Charge	MRC, per country, per Site	20.00%
Routing Arrangement (APN) Charge	MRC, per Site	20.00%

VI. AT&T IP Transfer Connect Features (available for specified services only)

Table A: AT&T IP Transfer Connect Features		
Item	Type of Charge	Discount
IP Courtesy Transfer	NRC	100.00%
IP Courtesy Transfer	MRC	30.00%
IP Courtesy Transfer	Per Attempt	30.00%
IP Courtesy Transfer to Non-8YY Off-Net	Usage	30.00%
IP Redirect / IP Redirect with Data Forwarding	NRC	100.00%
IP Redirect / IP Redirect with Data Forwarding	Usage	20.00%
IP InfoPack	NRC	100.00%
IP InfoPack	MRC	30.00%
IP InfoPack	Per Call	30.00%

VIII. Underlying Transport Services Support Charges

Table A: VoIP Module Card (AT&T MIS or AT&T MIS with MPLS PNT Transport Only)		
Item	Type of Charge	Discount
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	0.00%

AT&T and Customer Confidential Information

Page 4 of 5
 ASAP!

**AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE
 PRICING SCHEDULE**

Table B: Help Desk and AT&T CPE Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	Type of Charge	Element Discount
Help Desk Service Charge (not applicable)	MRC per Site	100.00%
Equipment Setup Fee (optional)	NRC per Site	100.00%
VQM Charge (small)	MRC per Site	100.00%
VQM Charge (medium)	MRC per Site	100.00%
VQM Charge (large)	MRC per Site	100.00%
VQM Charge (xl, xlii, sxl)	MRC per Site	100.00%
VoIP Adapter – TDM, Service Establishment	NRC per Site	100.00%
VoIP Adapter – TDM	MRC per Concurrent Call per Site	20.00%
VoIP Adapter Functionality – SBC, Service Establishment	NRC per Site	100.00%
VoIP Adapter Functionality – SBC, Aggregated Router	MRC per Concurrent Call per Site	20.00%
VoIP Adapter Functionality – SBC, Integrated Router	MRC per Concurrent Call per Site	20.00%

Table C: AT&T IP Flexible Reach Hardware-impacting Move/Add/Change/Delete (MACD) Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	Type of Charge	Element Discount
Concurrent Call Change Charge (only if a VQM change is also required)	NRC per occurrence	0.00%

This is the last page of the Pricing Document.

AT&T and Customer Confidential Information

Page 5 of 5
 ASAP!



Addendum Agreement

CUSTOMER (“Customer”)	AT&T (“AT&T”)
County of Augusta-Richmond Street Address: 535 TELFAIR ST City: AUGUSTA State: GA Zip Code: 30901 <u>Billing Address</u> Street Address: 530 GREENE STREET ANNEX 1 City: AUGUSTA State: GA Zip Code: 30901	For purposes of this Addendum, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices
Name: Gary Hewett Title: Mr Telephone: (706) 821-2525 Fax: Email: hewett@augustaga.gov Street Address: 530 GREENE STREET ANNEX 1 City: AUGUSTA State: GA Zip Code: 30901	Name: MICHELLE FIELDS Title: Mr Telephone: 9122477027 Fax: Email: sf2028@att.com Attention: Assistant Vice President Street Address: 2180 Lake Blvd., 7 th Floor City: Atlanta State: GA Zip Code: 30319 <u>With a copy to:</u> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable)	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code:	



Addendum Agreement

THE UNDERSIGNED PARTIES, AT&T Georgia, (“Company”) and County of Augusta-Richmond (“Customer” or “Subscriber”), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement GA21-0037-02. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 11/23/2024.

Accepted by:

Subscriber:
County of Augusta-Richmond

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
AT&T Georgia

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____



Addendum Agreement

Service description:

This Addendum provides for a six (6) month service period from the acceptance of this Addendum by the Company.

All terms and conditions of Contract Service Arrangement Agreement GA21-0037-02 apply to this Addendum unless modified herein.

The following Standard Auto-Renewal Language is removed with this Addendum:

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

RATES AND CHARGES

The Service Components (aka Rate Elements), Non-Recurring Charges, Monthly Rates and USOCs for the Service provided under this agreement listed below.

Case Number	GA24-0140-00		
USOC Description	USOC	Unit Non-Recurring Charge	Unit Monthly Rate
1LD1E - Access Line	1LD1E	\$.00	\$130.00
2LHLM - ANSA - Interoffice Mileage	2LHLM	\$.00	\$.00
CCXEN - Service Establishment	CCXEN	\$.00	\$.00
CENAA - Standard Features	CENAA	\$.00	\$3.95
CENAD - Additional Controllable Optional Features	CENAD	\$.00	\$.00
CENCA - Per Line, Initial Setup	CENCA	\$.00	\$3.95
M1ACC - Customized Common Equipment	M1ACC	\$.00	\$250.00
M2ADA - System Abbreviated Dialing Capability for 100 Numbers, per System	M2ADA	\$.00	\$.00
M4LFA - Station Links	M4LFA	\$.00	\$8.75
M4LFC - Terminated on EBS/PSET	M4LFC	\$.00	\$8.75
M4LFH - Equipped with Caller ID	M4LFH	\$.00	\$8.75
M4LFN - Station Links, Different Serving Wire Center	M4LFN	\$.00	\$8.75
M9QCX - Combination NAR	M9QCX	\$.00	\$25.00
PR71V - Interface - Voice/Data(Standard)	PR71V	\$.00	\$248.00
PR7BV - B-Channels - Voice/Data(Standard)	PR7BV	\$.00	\$6.00
PR7EX - D-Channels	PR7EX	\$.00	\$.00
PR7TF - Same Rate Center (SRC), Per Telephone Number	PR7TF	\$.00	\$.00

AT&T and Customer Confidential Information

Page 3 of 4



Commission Meeting

August 20, 2024

2024 Millage Rate

Department:	Administrator's Office
Presenter:	N/A
Caption:	Motion to approve the proposed 2024 millage rate.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

August 20, 2024

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A