



## COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, November 05, 2024

2:00 PM

### INVOCATION

Elder Ben Riche, Lead Pastor, Redemption Church

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

### DELEGATION(S)

- A.** Mr. Charles E. Black regarding the importance of Augusta City Transportation.
- B.** Ms. Monique Braswell regarding The Feast before the Feast Annual Thanksgiving Dinner.
- C.** Leslie Mitchell regarding Taxes- County Capital Outlay, County Maintenance and Operations; 2) School Maintenance & Operations, Streetlights in Apply Valley Subdivision.
- D.** Mr. Brian Green regarding communication concerns with the Commission and a safer jail.
- E.** Presentations on behalf of City of Augusta by Ms. M. Denise Tucker, Executive Director of The Greater Augusta Arts Council to the 2024 City Arts Grant awardees.

### CONSENT AGENDA

*(Items 1-13)*

### PUBLIC SERVICES

- 1.** Motion to **approve** the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2026. (**Approved by Public Services Committee October 29, 2024**)
- 2.** Motion to **approve** and execute the FY 2025 Metropolitan Planning Organization (MPO) Annual Safe and Accessible Transportation Options/Complete Streets Funding Contract from the Georgia Department of Transportation (GDOT).(**Approved by Public Services Committee October 29, 2024**)
- 3.** Motion to **approve** FY 2025 Metropolitan Transportation Planning Services Annual Contract (aka GDOT PL Funds Contract). (**Approved by Public Services Committee October 29, 2024**)
- 4.** Motion to **approve** a grant award between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for the GDOT Transit Trust Fund Program.(**Approved by Public Services Committee October 29, 2024**)
- 5.** Motion to **approve** A.N. 24-49 - New Location: Requesting **Retail Package Beer and Wine, Jacqueline Stephenson** Applicant – Family Dollar #33763 located at 2020 Gordon Highway. District 2, Super District 9 (**Approved by Public Services Committee October 29, 2024**)

- 6. Motion to approve A.N. 24-50 - New Location: Requesting Retail Package Beer and Wine, Jacqueline Stephenson** applicant – Family Dollar #26058 located at 2310 Milledgeville Road. District 2, Super District 9(**Approved by Public Services Committee October 29, 2024**)
- 7. Motion to approve A.N. 24-51 - New Location: Requesting Retail Package Beer and Wine, Jacqueline Stephenson** Applicant for Family Dollar Stores of Georgia, LLC D/B/A/ Family Dollar #31533 located at 3211 Old McDuffie Road. District 5, Super District 9 (**Approved by Public Services Committee October 29, 2024**)
- 8. Motion to approve A.N. 24-52 - New Location: Requesting Retail Package Beer and Wine, Bobby Burkett** Applicant for Family Dollar #26176 located at 206 Sand Bar Ferry Road. District 1, Super District 9 (**Approved by Public Services Committee October 29, 2024**)
- 9. Motion to approve A.N. 24-54 – Existing Location, New Ownership: Ashishkumar Patel, Applicant for Superstar Beverages, LLC** requesting **Retail Package of Liquor, Beer and Wine** located at 3241 Deans Bridge Road. District 5, Super District 9 (**Approved by Public Services Committee October 29, 2024**)
- 10. Motion to approve A.N. 24-58 - New Location: Requesting Retail Package Liquor, Beer and Wine, Pragnaben Brahmhatt** applicant for **Star Liquor, LLC** located at 1623 Broad Street. District 1, Super District 9 (**Approved by Public Services Committee October 29, 2024**)
- 11. Motion to approve A.N. 24-59 – Existing Location, New Ownership: Retail Package of Liquor, Beer and Wine, Sureshbhai Patel,** applicant for **OK Wine & Spirits**, located at 2811 Tobacco Road. District 4, Super District 9 (**Approved by Public Services Committee October 29, 2024**)

#### **PETITIONS AND COMMUNICATIONS**

- 12. Motion to approve** the Commission regular meeting minutes held October 15, 2024.

#### **APPOINTMENT(S)**

- 13. Motion to approve** the appointment of Ms. Leadra Collins to the Augusta Library Board representing District 2

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

**AUGUSTA COMMISSION**  
**REGULAR AGENDA**

(Items 14-39)

#### **PUBLIC SERVICES**

- 14. A.N. 24-55 – New Location: Consumption on Premises Beer and Wine with Sunday Sales, Mark Coburn Jr., Applicant** for the Downtown Corner Store, located at 1006 Broad Street. District 1, Super District 9 (**No recommendation from Public Services Committee October 29, 2024**)
- 15. A.N. 24-56 – Existing Location, New Ownership: Requesting Retail Package for Beer and Wine, Snehal Kumar Patel,** Applicant for **2985 Gate 2 , Inc.** located at 2985 Gordon Highway.



District 3, Super District 10 (**No recommendation from Public Services Committee October 29, 2024**)

- 16. A.N. 24-57 – Existing Location, New Ownership:** Requesting **Retail Package for Beer and Wine, Snehal Kumar Patel**, Applicant for **ST Food Store** located at 3706 Mike Padgett Highway. District 1, Super District 9 (**No recommendation from Public Services Committee October 29, 2024**)

### **ADMINISTRATOR**

- 17.** Presentation of the Administrator's 180 Day Plan.

### **ADMINISTRATIVE SERVICES**

- 18.** Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to CapitalRise, LLC to begin development in the Pebble Creek Area and support the construction of two (2) single family units to be sold to low income homebuyer. (**Requested by Commissioners Francine Scott & Stacy Pulliam**)
- 19.** Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to McKie Hayes Enterprise to continue development in the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer. (**Requested by Commissioners Francine Scott & Stacy Pulliam**)
- 20.** Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to Reality Dream House in becoming a developer for the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer. (**Requested by Commissioners Francine Scott & Stacy Pulliam**)

### **ENGINEERING SERVICES**

- 21.** Dedication of Water Distribution System for Premier Estates. (**Lack committee quorum October 29, 2024**)
- 22.** Motion to **approve** contracting Alfred Benesch & Company to provide Engineering Services for Utilities Department on Fort Eisenhower. (RFQ 24-132) (**Lack committee quorum October 29, 2024**)
- 23.** Motion to **approve** additional funds for contract with Blair Construction, Inc. to perform asphalt patch repair, concrete curb and sidewalk replacement for the Utilities Department. (Bid 22-178) (**Lack committee quorum October 29, 2024**)
- 24.** Receive as information Emergency procured services in amount of \$79,500 for 2108 Broad Street structure demolition and material disposal. /AE (**Lack committee quorum October 29, 2024**)
- 25.** Motion to **approve** award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$5,152,988.90 for McNutt Dirt Road Improvements Project, subject to receipt of signed contract, proper bonds and other associated documents. AE / Bid 24-215. (**Lack committee quorum October 29, 2024**)
- 26.** Approve Supplement funding in amount of \$147,863.54 to an agreement with Jefferson Energy (JE) for McNutt Road Improvements Project, stating that the City of Augusta will pay for the JE Facility Relocation Cost on McNutt Road Dirt Road Paving Project in accordance with the JE estimate. /AE (**Lack committee quorum October 29, 2024**)

- 27.** Motion to **approve** Supplement funding (SA4) to CHA in the amount of \$10,000.00 for the Wrightsboro Rd (Jackson Rd. to Highland Ave.) Improvements Construction Phase CEI Services. AE/RFQ 19-238(**Lack committee quorum October 29, 2024**)
- 28.** Motion to **approve** supplemental funding for Design Consultant Services to Alfred Benesch & Company (formally WR Toole Engineers) in the amount of \$58,625.00 for Azalea Road/the East Augusta Roadway and Drainage Project. AE/ RFQ 06-202 (**Lack committee quorum October 29, 2024**)
- 29.** Motion to **approve** Supplement funding (SA4) to Goodwyn, Mills & Cawood (GMC) in the amount of \$78,280.00 for the 13th Street & Telfair Street Improvements TIA Projects Construction Phase Services (CEI). AE/RFP 18-266. (**Lack committee quorum October 29, 2024**)
- 30.** Motion to **approve** the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT\_Geotech) Services contract in the amount of \$287,970.00 for McNutt Dirt Road Improvements Project. Atlas assigned to McNutt Road construction. AE/RFP 19-179. (**Lack committee quorum October 29, 2024**)
- 31.** Motion to **approve** the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT\_Geotech) Services contract in the amount of \$61,420.00 for 5th & 6th Streets Improvements Projects. MC2 assigned to 5th & 6th Streets construction. AE/RFP 19-179 (**Lack committee quorum October 29, 2024**)
- 32.** Motion to **approve** award of Construction Contract to E R Snell Contractor, Inc. (ER Snell) subject to Value Engineering and in the amount of \$5,027,990.71 for Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84) Improvements Project (PI# 0012867), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0012867 Construction Contract. AE / Bid 24-213. (**Lack committee quorum October 29, 2024**)
- 33.** Motion to **approve** supplemental funding (SA2) for Drainage Improvements Engineering Services Agreement to Cranston Engineering (Cranston) for CSX Railroad Cross-drains design engineering in the amount of \$29,500.00 for National Hills Drainage Basin. AE/RFQ 18-148.(**Lack committee quorum October 29, 2024**)
- 34.** Motion to **approve** and authorize Augusta Engineering (AE) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT FY2025 Local Maintenance and Improvement Grant (FY2025 LMIG) for Road Improvements & maintenance projects (Listed under Financial Impact Section). Also authorize Augusta Mayor to sign Cover Letter & GDOT E-Verify affidavit as need arises. AE (**Lack committee quorum October 29, 2024**)

## **PUBLIC SAFETY**

- 35.** Motion to **approve** Agreement with Woolpert, Inc. for Cityworks Upgrade. (**Lack committee quorum October 29, 2024**)
- 36.** Motion to **approve** the acceptance of the \$50,000 grant award for the FY25 Delinquency Prevention Program. (**Lack committee quorum October 29, 2024**)

- 37.** Motion to **approve** the acceptance of the \$100,000 continuation VOCA grant award.(**Lack committee quorum October 29, 2024**)
- 38.** Motion to **approve** Cloud Server, Memory, Storage, and Network Resources.(**Lack committee quorum October 29, 2024**)

**LEGAL MEETING**

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

**Commission Meeting**

November 5, 2024

Delegation

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Mr. Charles E. Black regarding the importance of Augusta City Transportation.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## AGENDA ITEM 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	11/05/2024
<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: Charles E. Black

Address: 3322 Thames Place, Hephzibah, GA 30815

Telephone Number: (803)463-0040

Fax Number: \_\_\_\_\_

E-Mail Address: charleseblack126@gmail.com

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

Importance of Augusta City Transportation.

**Please send this request form to the following address:**

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

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

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





## Commission Meeting

November 5, 2024

Delegation

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Ms. Monique Braswell</b> regarding The Feast before the Feast Annual Thanksgiving Dinner.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## AGENDA ITEM 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>11-5-24</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: Monique Beaswell  
 Address: 2831 Fairmount St  
 Telephone Number: 706-309-4343  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

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

The Feast before the Feast  
Annual Thanksgiving Dinner

Please send this request form to the following address:

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

Telephone Number: 706-821-1820  
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## Commission Meeting

November 5, 2024

Delegation

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**Department:** N/A

**Presenter:** N/A

**Caption:** **Leslie Mitchell** regarding Taxes- County Capital Outlay, County Maintenance and Operations; 2) School Maintenance & Operations, Streetlights in Apply Valley Subdivision.

**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** N/A

**APPROVED BY:**

## 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>Nov. 05, 2024</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Leslie Mitchell  
 Address: 3564 Jonathan Circle Augusta Ga 30906  
 Telephone Number: (706) 731-4535  
 Fax Number: N/A  
 E-Mail Address: lesmitch2@yahoo.com

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

Taxes- County Capital Outlay, County Maint & operation  
School Maint & Operation, Street Lights  
Apple Valley Sub division

Please send this request form to the following address:

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

Telephone Number: 706-821-1820  
 Fax Number: 706-821-1838  
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## Commission Meeting

November 5, 2024

Delegation

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Mr. Brian Green</b> regarding communication concerns with the Commission and a safer jail.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**Lena Bonner**

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**From:** Brian Green <briangreen2009@gmail.com>  
**Sent:** Thursday, October 31, 2024 12:08 AM  
**To:** Lena Bonner  
**Subject:** [EXTERNAL] Re:

On Wed, Oct 30, 2024, 3:33 PM Brian Green <[briangreen2009@gmail.com](mailto:briangreen2009@gmail.com)> wrote:  
Hello Ms Bonner,

I am requesting to appear before the Augusta Commission on 11/05/24  
The subject(s) I will indulge are the following: broken communication between my commission  
representatives and Do we want a safer jail?

[**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

November 5, 2024

Delegation

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Presentations</b> on behalf of City of Augusta by Ms. M. Denise Tucker, Executive Director of The Greater Augusta Arts Council to the 2024 City Arts Grant awardees.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## AGENDA ITEM REQUEST FORM

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

<u>X</u>	Commission	Date of Meeting	<u>11/5/2024</u>
_____	Public Safety Committee	Date of Meeting	_____
_____	Public Services Committee	Date of Meeting	_____
_____	Administrative Services Committee	Date of Meeting	_____
_____	Engineering Services Committee	Date of Meeting	_____
_____	Finance Committee	Date of Meeting	_____

**Contact Information for Individual/Presenter Making the Request:**

Name: Greater Augusta Arts Council  
 Address: 1301 Greene Street, 2nd Floor  
 Telephone Number: (706) 664-2303 or 706-826-4702  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: denise@augustaarts.com

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

As the designated grant manager for the City of Augusta, responsible for allocating taxpayer funds  
to Richmond County arts nonprofits through a transparent and equitable process, the Greater Augusta Arts Council  
respectfully requests the opportunity to present the 2024 City Arts Grant awardees as a delegation at the outset  
of the November 5, 2024, Commission meeting.

**Please send this request form to the following address:**

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

**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 meeting and 5:00 p.m. on the Tuesday preceding the Committee meeting of the following week. A five-minute time limit will be allowed for presentations.**



### Meeting Name

Meeting Date: Public Services Committee Meeting 10/29/2024 01:00PM

Motion to approve the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2026.

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<b>Department:</b>	Planning and Development
<b>Presenter:</b>	Carla Delaney or Department Designee
<b>Caption:</b>	Motion to approve the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2026.
<b>Background:</b>	Section 5303 funds are a formula grant provided by FTA annually for the development of an integrated intermodal transportation system, identification of transit multimodal or intermodal facilities, financial plan, assessment of capital investment, or transit enhancement activities. All projects must conform to FTA guidelines.
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	FTA Section 5303 FY 2026 Application - Application with the Federal Transit Administration (FTA) for a grant under Title 49 U.S.C., Section 5303. There is an 80/10/10 split on the grant/match as shown below: Federal - \$208,684.00 State - \$26,085.00 Local - \$26,086.00 10% Local match is included in the 2025 Planning & Development proposed budget. Approved by the Administrator's Office on August 22, 2024.
<b>Alternatives:</b>	Forfeit potential reimbursement of planning activities related to transit planning.
<b>Recommendation:</b>	Approval of the FY 2026 Application to FTA for Section 5303 Funds
<b>Funds are available in the following accounts:</b>	Federal - \$208,684.00 State - \$26,085.00 Local - \$26,086.00 10% Local match is included in the 2024 Planning & Development budget and 2025 proposed budget. - 220016309
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**AUGUSTA, GEORGIA**  
**New Grant Proposal/Application**

Item 1.

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

**Proposal Project No. Project Title**

PR000531 PLANNING FY 2026 Section 5303 Transit Planning (ARTS)

The APDD is required to submit an application to the Georgia Department of Transportation, Division of Intermodal, to secure federal funds for metropolitan transit planning. Transit planning work tasks are included in the FY 2025 Unified Planning Work Program. The funds are included in the proposed 2025 budget for the Planning and Development Department.

Cash match required: Yes 10% (\$26,086.00) Funds are included in the department budget.

EEO required - Yes. EEO Notified - Yes.

<b>Start Date:</b> 07/01/2025	<b>End Date:</b> 06/30/2026		
<b>Submit Date:</b> 08/19/2024	<b>Department:</b> 074	Planning and Zoning	<b>Cash Match?</b> Y
<b>Total Budgeted Amount:</b> 260,855.00	<b>Total Funding Agency:</b> 234,769.00		<b>Total Cash Match:</b> 26,086.00

<b>Sponsor:</b> GM0005	Fed Transit Adm	
<b>Sponsor Type:</b> PT	Pass thru Federal	
<b>Purpose:</b> 24	ARTS -MPO	<b>Flow Thru ID:</b> GM0006 GDOT

**Contacts**

Type	ID	Name	Phone
I	GMI023	Harris, Mariah	(706)821-1810

**Approvals**

Type	By	Date
FA	C. DELANEY	08/20/2024

Dept. Signature: *Paul M. De...*

Grant Coordinator Signature: *MS 08/21/2024*

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

*Imma Williams*

Finance Director

*8-21-2024*

Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

*DE House*

Administrator

*8/22/24*

Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.





FEDERAL TRANSIT ADMINISTRATION  
**FY 2026 GRANT APPLICATION**  
**SECTION 5303 PROGRAM**

METROPOLITAN PLANNING

APPLICATION DUE  
**SEPTEMBER 30, 2024**

*This is a fillable form. Please use Adobe Acrobat Reader to complete this application.  
You may use the tab button to navigate between fillable form fields. Only the  
Transmittal Letter and Authorizing Resolution should be printed and returned as a  
scanned application attachment. All other application components should be  
completed and returned electronically.*

**APPLICANT**

**Augusta Regional Transportation Study - MPO**

Submitted By  
(Name & Title)

**9/30/24**

Date Submitted

**GDOT**

Project Manager Signature

Date Received

## FY 2026 Section 5303 Grant Application Checklist

### To be completed by APPLICANT:

Legal Name of Applicant: The Augusta Regional Transportation Study

Name/Description of Item	Completed (Yes/No)
Part A: Contract Authorization Tracking System (CATS) Profile Form	Yes
Part B: Transmittal Letter (on Letterhead)	Yes
Part C: Authorizing Resolution	Yes
Part D: Project Description, Budget, and Milestones	Yes
Part E: Title VI Data Collection and Reporting	Yes
Part F: SAM Registration	Yes
Part G: Expenditures Form	Yes
Part H: Indirect Cost Documentation	Yes
Appendix A: FTA Certifications and Assurances	Yes
Appendix B: Definition of FTA Technical Activities	Yes
Appendix C: Performance-Based Transit Planning Agreement	Yes
Appendix D: FY 2026 Additional 5303 Funding Request Scoring Criteria	Yes
Appendix E: Equal Employment Opportunity Questionnaire	Yes
Appendix F: TAMP Participant Accountable Executive Approval Form	Yes
Appendix G: Contact Information for GDOT Project Managers	Yes

### Please Note:

Incomplete and incorrect applications will be returned to the transit agency for corrections. Late submissions will be documented as such; information provided herein will be used as part of the application evaluation upon which, final budgets are based on and awarded by GDOT.

### REVIEWED BY

To be completed by GDOT Staff

_____	_____
GDOT Transit Planner	Date
_____	_____
GDOT Transit Planning Manager	Date
_____	_____
GDOT Transit Program Manager	Date



## Introduction & Funding Distribution

Please refer to the table below to identify Applicant Organization's total available allocation of FY 2026 Section 5303 planning funds.

### Considerations

- The amount depicted under "Total Allocation" represents only the Federal funding available to each MPO.
- The proposed project must also include non-federal matching funds of 20% of the total project cost.
- For FY 2026, GDOT has identified state matching funds of up to 10% of the total project cost. Your organization must provide the remaining 10% local match.

For FY 2026, GDOT has identified additional funding availability. Organizations with identified planning project needs beyond their allocation are encouraged to apply for additional funding. All such additional funding requests will be considered according to criteria in Appendix D.

**Table 1: Urban Area Population and Section 5303 Allocation Statistics**

FY 2026 SECTION 5303 FUNDING DISTRIBUTION					
Based on 2020 Census URBANIZED AREA (UZA) POPULATION					
MPO	Base Amount	Population 2020 Census*	Population Factor	Population Allocation	Total Allocation
Albany	\$30,000	85,960	1.22%	\$45,020	\$75,020
Athens	\$30,000	143,213	2.03%	\$75,005	\$105,005
Atlanta	\$500,000	5,100,112	72.15%	\$2,671,095	\$3,171,095
Augusta	\$40,000	322,081	4.56%	\$168,684	\$208,684
Brunswick	\$25,000	68,750	0.97%	\$36,007	\$61,007
Cartersville	\$25,000	52,351	0.74%	\$27,418	\$52,418
Chattanooga**	\$4,798	78,160	1.11%	\$40,935	\$45,733
Columbus	\$40,000	205,027	2.90%	\$107,379	\$147,379
Dalton	\$30,000	67,830	0.96%	\$35,525	\$65,525
Gainesville	\$30,000	164,365	2.33%	\$86,083	\$116,083
Hinesville	\$30,000	53,107	0.75%	\$27,814	\$57,814
Macon	\$30,000	140,111	1.98%	\$73,381	\$103,381
Rome	\$30,000	60,403	0.85%	\$31,635	\$61,635
Savannah	\$40,000	309,466	4.38%	\$162,077	\$202,077
Valdosta	\$25,000	76,769	1.09%	\$40,206	\$65,206
Warner Robins	\$30,000	141,132	2.00%	\$73,915	\$103,915
GDOT Discretionary	\$70,000				\$70,000
<b>Totals</b>	<b>\$1,009,798</b>	<b>7,068,837</b>	<b>100%</b>	<b>\$3,702,181</b>	<b>\$4,711,979</b>
*Population figures match those used in GDOT's PL funding distribution.					
** Chattanooga will not receive any STATE MATCH					

<b>4,711,979 Available for 5303 MPO Planning - FY 2024 (FTA Annual Apportionment)</b>
<b>(\$1,009,798) Base Amount</b>
<b>\$3,702,181 Available 5303 Funds - Distributed via Formula Allocation</b>



# Unified Planning Work Program

## FY 2026 FTA 5303 Application

Prepared By:  
Augusta Planning & Development Department  
Carla Delaney, Director



In Cooperation With:  
Aiken County, Edgefield County, and Columbia County  
Federal Transit Administration  
Federal Highway Administration  
Georgia Department of Transportation  
South Carolina Department of Transportation  
<https://www.augustaga.gov/680/ARTS-Metropolitan-Planning-Organization>

Adopted May 16, 2024

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**FISCAL YEAR 2025**

**UNIFIED PLANNING WORK PROGRAM  
FOR THE  
AUGUSTA REGIONAL TRANSPORTATION STUDY**

**PREPARED BY THE  
AUGUSTA PLANNING AND DEVELOPMENT DEPARTMENT**

**IN COOPERATION WITH:  
AIKEN COUNTY PLANNING AND DEVELOPMENT DEPT.  
AUGUSTA TRANSIT  
LOWER SAVANNAH COUNCIL OF GOVERNMENTS  
GEORGIA DEPARTMENT OF TRANSPORTATION AND  
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**

**SERVICING**

**CITY OF BLYTHE, GA | CITY OF HEPHZIBAH, GA |  
RICHMOND COUNTY, GA | CITY OF GROVETOWN, GA |  
COLUMBIA COUNTY, GA | FORT EISENHOWER, GA | AUGUSTA TRANSIT |  
CITY OF NORTH AUGUSTA, SC | CITY OF AIKEN, SC | AIKEN COUNTY, SC |  
TOWN OF BURNETTOWN, SC | CITY OF NEW ELLENTON, SC | EDGEFIELD COUNTY, SC |  
BEST FRIEND EXPRESS | LOWER SAVANNAH COUNCIL OF GOVERNMENTS**

**Adopted May 16, 2024**

**Amended July 25, 2024**

The contents of this report reflect the views of the persons preparing the document and those individuals are responsible for the facts and the accuracy of the data presented herein. The contents of this report do not necessarily reflect the views or policies of the Georgia Department of Transportation, the South Carolina Department of Transportation, the Federal Highway Administration, or the Federal Transit Administration. This report does not constitute a standard, specification, or regulation.

## WORK ELEMENT 8 FY 2026 – PUBLIC TRANSIT /PARATRANSIT

### TASK 8.1 - Program Support and Administration (44.21.00)

**Purpose:** To provide planning and administrative assistance to Augusta Transit (AT) and LSCOG (Lower Savannah Council of Governments). Under this work element, the MPO staff will aid AT and Best Friend Express (BFE) in preparing financial and operation reports required by the MAP 21/ FAST Act/ Bipartisan Infrastructure Law legislation. Assistance in the preparation of the National Transit Database (NTD) reports will also continue.

Additional administrative assistance will include: Preparing required certifications; Updating annual Title VI assurances; Providing an opportunity for public hearings on grant applications and fare/service changes; Processing procurements involving Federal and State funds; Assisting in planning for transit system capital investments that will lead to increased security for the transit system; Monitoring requirements of the grant process (e.g. labor certifications, third party contracting, bidding, and award process); Developing the Georgia public transportation portion of the Unified Planning Work Program; and providing technical assistance on any transit-related issues facing AT.

LSCOG and their BFE staff will participate in the above-mentioned activities on behalf of their program and will also engage in employee training and education; participation in, and attendance at, ARTS committees; community outreach and marketing events; multiple grant(s) development, writing, and grant administration; grant reporting; Disadvantaged Business Enterprise (DBE) reporting; procurement; service provider contracting and oversight.

#### **Previous Work**

1. Grant submission for a three year application for FTA Section 5310 Enhanced Mobility for the Elderly and Disabled Persons for LSCOG.
2. Amendment written for FTA Grant SC-2019-002-01 for continued funding.
3. New grant written/approved for a Transit Improvement Study for the BFE.
4. Four (4) outreach events in Aiken County for public input on improved routing of the BFE.

#### **FY 2026 Work Activities and Schedule**

ACTIVITIES	EXPECTED COMPLETION DATE
1. Update the Annual Title VI Monitoring Report.	August 2025
2. Update socioeconomic demographic GIS data analysis for EJ.	July 2022 - March 2026
3. Conduct public meetings for review and comment period for Program of Projects (POP) related to grant applications and fare increases/service reduction, MTP & and special studies.	As Needed
4. Assist in planning for transit system capital investments that will lead to increased security for the transit system.	As Needed
5. Develop UPWP and Georgia 5303 Grant Application.	September 30, 2025

ACTIVITIES	EXPECTED COMPLETION DATE
6. Provide technical transit planning and grant management assistance related to Coordinated Human Services Transportation, ADA accessibility, transit service operational improvements, land use and transportation, transit-oriented development, and other issues.	As Needed
7. FY 2026 FTA 5303 Quarterly Reports to GDOT and SCDOT.	Oct, Jan, Apr, Jun
8. Facilitate MPO committee meetings for transit planning tasks.	Quarterly
9. Prepare split grant funding tables and assist with grant submission for 5307 and 5339 split allocations for AT and LSCOG.	January 31, - April 1, 2026
10. FY 2026 Invoices for Section 5310 Program sent from the MPO to the GDHS contractor for processing.	Monthly by the 10 <sup>th</sup>
11. Assist with POP and transit funding tables in TIP for AT and LSCOG.	September 30, 2025
12. FTA Section 5307 Grant Application SC	November 2025
13. Semi-annual Disadvantaged Business Enterprise (DBE) Reporting for Urban Transit Services SC	Dec. & June 2025/2026
14. FTA Required Milestone Progress Reports (MPR) and Federal Financial Reports (FFR) Reporting for Grants in TrAMS SC	Annually
15. Quarterly Reporting for 5303 Planning Services SC	Quarterly
16. State Application to SCDOT for State Mass Transit Funds (SMTF) funding SC	April 20, 2026
17. Attendance and report presentation to all ARTS Committees SC	Quarterly
18. Applications for Funding to be used as Local Match SC	Annually
19. SCDOT Public Transportation Workshop	September 2025
20. Transportation Association of South Carolina (TASC) conference	September 2025
21. Attendance Georgia Transportation Association (GTA) Conference	November 2025
22. Triennial National Database Sampling – onboard counting of bus riders	Summer 2025
23. Attendance Zero Emission Bus Conference	Summer 2025
24. South Carolina Annual MPO/COG Workshop	TBD
25. National Transit Institute (NTI) webinars	On-Going
26. Assist with Program of Projects (POP) and transit funding tables	On-Going
27. Perform Transit Service Provider Contract Oversight	On-Going
28. LSCOG administration of FTA 5310 funding. Monthly ridership report and invoices submitted to the ARTS MPO.	Monthly
29. Attendance at the Community Transportation Association of America Conference	Summer 2025

**Product(s)**

1. Grant administration activities for FTA Urban Section 5310
2. Submission of a grant application for capital and operating assistance for public transit
3. Preparation of the GA / SC UPWP public transit elements.
4. Various Monthly, Quarterly, and Annual Reports.
5. Attendance and presentation to all three ARTS Committees (each held bi-monthly).
6. Semi-annual DBE Reporting to FTA

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (SEC 5303)	\$57,600.00	\$0.00	<b>\$57,600.00</b>
GA DOT (SEC 5303 Match)	\$7,200.00	\$0.00	<b>\$7,200.00</b>
APDD (SEC 5303 Match)	\$7,200.00	\$0.00	<b>\$7,200.00</b>
FTA (SC SEC 5303)	\$0.00	\$26,040.00	<b>\$26,040.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$6,510.00	<b>\$6,510.00</b>
<b>TOTALS</b>	<b>\$72,000.00</b>	<b>\$32,550.00</b>	<b>\$104,550.00</b>

## **TASK 8.2 – Metropolitan Transportation Planning (System Level) (44.23.01)**

**Purpose:** Provide and/or create current data annually that is utilized in the MTP and Analysis. These data sets include Socioeconomic Data/Environmental Justice; Land Use Monitoring; Transportation Surveys, Models and Analysis; GIS Development and Application; long-range transit Planning; Performance-Based Planning; Congestion Management; Air Quality Issues; Public Administration; and Intermodal Planning. Community Outreach and Education are performed as part of this task to disseminate the new information. To successfully respond to public transit requirements for Transit Asset Management (TAM) Plans and Safety. To review the 5-year planning horizon for the BFE's Transit Improvement Study (TIS) completed in 2024.

### **Previous Work**

1. Developed framework for FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities which included service operation strategy, grant administration, and mobility management for travel training.
2. LSCOG assisted with the development and implementation of the FTA Section 5310 urban program for residents of Aiken County who are 60+ or a person with a disability.
3. Developed GIS mapping for address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.

### **FY 2026 Work Activities and Schedule**

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Continue assessing the financial capability of AT and BFE and continue to secure other funding sources to implement recommendations from previous planning studies.	On-Going
2. Staff tasks related to 2050 MTP Performance-Based Multimodal Plan Update – Socioeconomic data, GIS analysis, and mapping, community outreach, regional travel demand model for transit.	July 2025 – June 30, 2026
3. LSCOG Updates and Amendments to the MTP SC.	As needed
4. Participate in Performance-Based Planning for the Transit System.	On-Going
5. Enhancements to Public Transit	On-Going

**Product(s):**

1. ARTS will continue all task activities for FTA Section 5310 Enhance Mobility for Seniors and Individuals with Disabilities, service operation strategy, and regional Coordinated Human Services Transportation Framework.
2. 2050 MTP Performance-Based Multimodal Plan Update – socioeconomic data, land use development data collection and analysis, GIS analysis and mapping, community outreach, regional travel model for transit.
3. Corridor Plans – application of Land use and Access Management and Complete Streets policies to increase transit ridership and ADA safety
4. Performance Measures – Public Transit
5. GIS map and address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.
6. To review, study, and assist August Transit in addressing transit-related issues. Issues include safety, bus shelter lighting, and ADA compliance.

#### **COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

<b>FUNDING SOURCE</b>	<b>APDD</b>	<b>LSCOG</b>	<b>TOTAL</b>
FTA (GA SEC 5303)	\$76,684.00	\$0.00	<b>\$76,684.00</b>
GA DOT (SEC 5303 Match)	\$9,585.00	\$0.00	<b>\$9,585.00</b>
APDD (SEC 5303 Match)	\$9,586.00	\$0.00	<b>\$9,586.00</b>
FTA (SC SEC 5303)	\$0.00	\$2,000.00	<b>\$2,000.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$500.00	<b>\$500.00</b>
<b>TOTALS</b>	<b>\$95,855.00</b>	<b>\$2,500.00</b>	<b>\$98,355.00</b>

#### **TASK 8.3 - Short-Range Transportation Planning (44.24.00)**

**Purpose:** To perform tasks that are immediate and are reviewed for implementation within the next 3-5 years. LSCOG staff will undertake their required short-range transit planning activities on behalf of Best Friend Express and its paratransit programs. APDD will prepare short-range planning activities on behalf of Augusta Transit. This includes transit program staff preparing the necessary operations reports, periodically evaluating the level of transit service, monitoring requirements of the grant process, preparing the annual update to the Title VI assurances, and assisting in the following year's UPWP.

#### **FY 2026 Work Activities and Schedule**

<b>ACTIVITIES</b>	<b>EXPECTED COMPLETION DATE</b>
1. Monitor, update, and program grant funds for buses and/or vans for ADA complementary services including the purchase or lease of new transit vehicles accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.	On-Going
2. Participate with ARTS/MPO in a review and update, if needed, of any Regional Human Services Coordination Plan	On-going or as requested by the MPO
3. Marketing of any New or Revised Service	On-Going
4. Respond to Requests for Presentations to the Public or Agencies	On-Going

ACTIVITIES	EXPECTED COMPLETION DATE
5. LSCOG Attorney and Executive Director Signatures on Annual Certification & Assurances for FTA	February 2026
6. Capital Vehicle Acquisition Planning	February 2026
7. Updates to Transit Asset Management (TAM) Plan	October 2026
8. Safety and Planning Mandate Updates	July – December 2026
9. Review the Planning Studies for Possible Implementation of Previous Recommendations	On-Going
10. Submit transit system performance data reported to NTD.	October 2025
11. Annual NTD Report and Validation Response	January – February 2026

**Product(s):**

1. Annual Certifications and Assurances
2. TAM Plan Updates
3. Transit section of UPWP Completed
4. Continued Implementation of the Public Transit Agency Safety Plan (PTASP)
5. Annual NTD Report

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (GA SEC 5303)	\$42,400.00	\$0.00	<b>\$42,400.00</b>
GA DOT (SEC 5303 Match)	\$5,300.00	\$0.00	<b>\$5,300.00</b>
APDD (GA PL Match)	\$5,300.00	\$0.00	<b>\$5,300.00</b>
FTA (SC SEC 5303)	\$0.00	\$15,960.00	<b>\$15,960.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$3,990.00	<b>\$3,990.00</b>
<b>TOTAL</b>	<b>\$53,000.00</b>	<b>\$19,950.00</b>	<b>\$72,950.00</b>

## TASK 8.4 - Transportation Improvement Program (44.25.00)

**Purpose:** LSCOG will participate with the ARTS MPO in the completion of the TIP and its updates; coordinate with the MPO for the split allocation letters for Section 5307 funding; assist with the additional programming of FTA Section 5339 and 5310.

### Previous Work

1. Continued assessment of the financial capability of AT and secure other possible funding sources to implement recommendations from the COA.

### FY 2026 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Prepare and submit to the ARTS MPO the annual updates to the TIP.	As Needed
2. Review SC STIP and follow up with APDD to make sure LSCOG programming has made it to SCDOT. Programming may include but is not limited to sections 5307, 5339, and 5310.	November 2025
3. Update the text in the TIP regarding the Program of Projects and Financial Plan for the BFE transit system.	On-going

### Product(s):

1. Completed TIP document reviewed and adopted by the ARTS Committees.
2. SCDOT STIP reflecting accurate programming information for Aiken County Transit.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (GA SEC 5303)	\$32,000.00	\$0.00	<b>\$32,000.00</b>
GA DOT (SEC 5303 Match)	\$4,000.00	\$0.00	<b>\$4,000.00</b>
APDD (SEC 5303 Match)	\$4,000.00	\$0.00	<b>\$4,000.00</b>
FTA (SC SEC 5303)	\$0.00	\$4,000.00	<b>\$4,000.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$1,000.00	<b>\$1,000.00</b>
<b>TOTAL</b>	<b>\$40,000.00</b>	<b>\$5,000.00</b>	<b>\$45,000.00</b>



## FY 2026 UPWP BUDGET

Figure 3 - FY 2025 UPWP Budget

UPWP FY 2026 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		APDD			
		FTA SEC 5303	GA DOT Match	APDD Match	Total GA SEC 5303
8.1	Program Support and Administration (44.21.00)	\$57,600.00	\$7,200.00	\$7,200.00	\$72,000.00
8.2	Long-Range Transportation Planning (44.23.01)	\$76,684.00	\$9,585.00	\$9,586.00	\$95,855.00
8.3	Short-Range Transportation Planning (44.24.00)	\$42,400.00	\$5,300.00	\$5,300.00	\$53,000.00
8.4	Transportation Improvement Program (44.25.00)	\$32,000.00	\$4,000.00	\$4,000.00	\$40,000.00
<b>Total</b>		<b>\$208,684.00</b>	<b>\$26,085.00</b>	<b>\$26,086.00</b>	<b>\$260,855.00</b>

UPWP FY 2026 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		LSCOG		
		FTA SEC 5303	LSCOG Match	Total SC SEC 5303
8.1	Program Support and Administration (44.21.00)	\$26,040.00	\$6,510.00	\$32,550.00
8.2	Long-Range Transportation Planning (44.23.01)	\$2,000.00	\$500.00	\$2,500.00
8.3	Short-Range Transportation Planning (44.24.00)	\$15,960.00	\$3,990.00	\$19,950.00
8.4	Transportation Improvement Program (44.25.00)	\$4,000.00	\$1,000.00	\$5,000.00
<b>Total</b>		<b>\$48,000.00</b>	<b>\$12,000.00</b>	<b>\$60,000.00</b>



## Public Service Committee Meeting

Meeting Date: October 29, 2024: 1:00 PM

Motion to approve and execute the FY 2025 Metropolitan Planning Organization (MPO) Annual Safe and Accessible Transportation Options/Complete Streets Funding Contract from the Georgia Department of Transportation (GDOT).

---

<b>Department:</b>	Planning and Development
<b>Presenter:</b>	Carla Delaney or Department Designee
<b>Caption:</b>	Motion to approve and execute the FY 2025 Metropolitan Planning Organization (MPO) Annual Safe and Accessible Transportation Options/Complete Streets Funding Contract from the Georgia Department of Transportation (GDOT).
<b>Background:</b>	This is a continuing grant to be used to focus on examining policies, regulations, and multimodal safety improvement strategies that help to integrate complete street elements into the planning and design of future roadway safety improvement projects in the ARTS planning area. The goal is to promote the practice of complete street elements in the design, construction, and operation of safe roads to increase safety and accessible options for travelers of all ages and abilities who use the street network in the ARTS MPO area. The Bipartisan Infrastructure Law (BIL) requires each MPO to use at least 2.5% of its PL funds (and each State to use 2.5% of its State Planning and Research funding under 23 U.S.C. 505) on specified planning activities to increase safe and accessible options for multiple travel modes for people of all ages and abilities.
<b>Analysis:</b>	For FY 2025, the GDOT contract allows for reimbursement of up to \$12,276.05 on specific transportation planning activities based on the annual Unified Planning Work Program (UPWP).
<b>Financial Impact:</b>	The local match was originally 20% but has been waived by GDOT to 0%. The grant amount is included in the 2024 budget and 2025 proposed budget.
<b>Alternatives:</b>	No reimbursement for Complete Streets-related activities
<b>Recommendation:</b>	Approve and execute the contract from GDOT for Complete Streets funds during FY 2025.

**Funds are available in** The grant was approved by the administrator's office on September 6, 2024.  
**the following accounts:** Will budget in org key 220016309. No local match required.

**REVIEWED AND**  
**APPROVED BY:**

N/A

# AUGUSTA, GEORGIA

## New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

### Proposal Project No. Project Title

PR000533 PLANNING FY 2025 COMPLETE STREETS GRANT (STBG)

This is a continuing grant to be used to focus on examining policies, regulations, and multimodal safety improvement strategies that help to integrate complete street elements into the planning and design of future roadway safety improvement projects in the ARTS planning area. The goal is to promote the practice of complete street elements in the design, construction, and operation of safe roads to increase safety and accessible options for travelers of all ages and abilities who use the street network in the ARTS MPO area. The Bipartisan Infrastructure Law (BIL) requires each MPO to use at least 2.5% of its PL funds (and each State to use 2.5% of its State Planning and Research funding under 23 U.S.C. 505) on specified planning activities to increase safe and accessible options for multiple travel modes for people of all ages and abilities. [§ 11206(b)].

Cash match (Y/N): No. The local match was originally 20% but has been waived to 0%. The grant amount is included in the 2024 budget and 2025 proposed budget.

EEO required (Y/N): No EEO Department Notified: No

Start Date: 07/01/2024

End Date: 06/30/2025

Submit Date: 08/22/2024

Department: 074

Planning and Zoning

Cash Match?

N

Total Budgeted Amount: 12,276.05

Total Funding Agency:

12,276.05

Total Cash Match:

0.00

Sponsor: GM0013

US DOT

Sponsor Type:

Purpose: 24

ARTS -MPO

Flow Thru ID: GM0006 GDOT

### Contacts

Type	ID	Name	Phone
I	GMI023	Harris, Mariah	(706)821-1810

### Approvals

Type	By	Date
FA	C. DELANEY	08/23/2024

Dept. Signature:

Grant Coordinator Signature: *MIO 8/29/2024*

1.) I have reviewed the Grant application and enclosed materials and:

- ☒ Find the grant/award to be feasible to the needs of Augusta Richmond County
- ☐ Deny the request

Deputy

Finance Director

Date

*8/29/2024*

2.) I have reviewed the Grant application and enclosed materials and:

- ☒ Approve the Department Agency to move forward with the application
- ☐ Deny the request

DTE

Administrator

Date

*9/6/24*

**METROPOLITAN TRANSPORTATION PLANNING SERVICES CONTRACT FY 2025**

**Augusta-Richmond County Government**

**Responsible for**

**Augusta Regional Transportation Study (ARTS)**

**Safe and Accessible Transportation Options/Complete Streets Contact**

**CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205**

**FEDERAL-AID PARTICIPATING PROJECT**

**PI Number: 0020242**

**Contract ID: 48400-415-IGDPL2500509**

<b>Federal Share 100%</b>	<b>\$12,276.05</b>
<b><u>Local Match Share 00%</u></b>	<b><u>\$0.00</u></b>
<b>Total Contract Cost</b>	<b>\$12,276.05</b>

**Agreement By and Between the  
 GEORGIA DEPARTMENT OF TRANSPORTATION  
 ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET NW  
 ATLANTA, GEORGIA 30308  
 and the  
 Augusta-Richmond County Government responsible for Augusta Regional Transportation  
 Study**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the Augusta-Richmond County Government responsible for Augusta Regional Transportation Study (ARTS), organized and existing under the laws of the State of Georgia, hereinafter called the "DESIGNATED AGENCY".

WHEREAS, the DEPARTMENT is recognized by the United States Department of Transportation as the agency responsible for cooperative, comprehensive, continuing transportation planning pursuant to the provisions of Fixing America's Surface Transportation Act (FAST Act) of 2015, 23 U. S. C. Section 134, the Federal Transit Act, 49 U.S.C. Section 5303; and relevant amendments and subsequent legislation pertaining thereto; and

WHEREAS, the DEPARTMENT is authorized under O.C.G.A. § 32-2-2(7) to "accept and use federal funds...; and to do all things necessary, proper, or expedient to achieve compliance with the provision and requirements of all applicable federal-aid acts and programs"; and

WHEREAS, the DESIGNATED AGENCY is an approved metropolitan planning organization responsible for carrying out the transportation planning process in its urbanized area in accordance with 23 U.S.C. § 134; and

WHEREAS, the DEPARTMENT desires to participate jointly with the DESIGNATED AGENCY to perform certain services which will consist of providing the DESIGNATED AGENCY with information for the continuing transportation planning process as set forth in **Exhibit D, "Fiscal Year 2025"**, (hereinafter referred to as the "PROJECT").

NOW THEREFORE, for and in consideration of the mutual promises, covenants and contracts contained herein, and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the DESIGNATED AGENCY that:

## ARTICLE I

### SCOPE AND PROCEDURES

The scope and procedure of the PROJECT shall be that stated in the Scope of Work, which is affixed to this Agreement under the label of **Exhibit D**, entitled "**Work Program Fiscal Year 2025**", the same as if fully set forth herein.

The DESIGNATED AGENCY shall perform or cause to be performed the services to accomplish the PROJECT, the work for which is set forth in the aforementioned **Exhibit D**, "**Work Program Fiscal Year 2025**".

The DESIGNATED AGENCY shall perform the PROJECT activities, and shall do so under such control and supervision by the DEPARTMENT as the DEPARTMENT may deem appropriate.

The DEPARTMENT shall perform the services incumbent upon it as stated in **Exhibit D**, "**Work Program Fiscal Year 2025**".

## ARTICLE II

### EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The DESIGNATED AGENCY shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

## ARTICLE III

### REVIEW OF WORK

Authorized representatives for the DEPARTMENT and Federal Government may at all reasonable times review and inspect the PROJECT activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the DESIGNATED AGENCY, shall be made available to authorized representatives of the DEPARTMENT and representatives of the Federal Government for inspection and review at all reasonable times. Acceptance shall not relieve the DESIGNATED AGENCY of its professional obligation to correct, at its own expense, any of its errors in the work.



## ARTICLE IV AUTHORIZATION AND APPROVAL

TIME IS OF THE ESSENCE TO THIS AGREEMENT. The DESIGNATED AGENCY shall initiate the work called for in the Scope of Work on July 1, 2024. The work outlined therein shall be completed no later than June 30, 2025. The work shall be carried on expeditiously and in accordance with the work schedule as set forth in **Exhibit F, "Schedule"**, attached hereto and incorporated by reference.

## ARTICLE V RESPONSIBILITY FOR CLAIMS AND LIABILITY

The DESIGNATED AGENCY shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the DESIGNATED AGENCY in the performance of work under this Agreement.

## ARTICLE VI COMPENSATION

### A. Total Cost

1. The DEPARTMENT and the DESIGNATED AGENCY agree that the total estimated allowable cost, as shown in **Exhibit E, "Budget Estimate for Fiscal Year 2025"**, attached hereto and incorporated herein by reference, for completion of the PROJECT is Twelve Thousand Two Hundred and Seventy-Six Dollars and Five Cents (\$12,276.05). It is agreed that the amount which the DEPARTMENT shall be obligated to pay is One Hundred percent (100%) of total cost which represents the Federal Share of the cost of the PROJECT up Twelve Thousand Two Hundred and Seventy-Six Dollars and Five Cents (\$12,276.05). However, if the sum total of the allowable cost for the PROJECT is less than the total estimated allowable cost, then it is further agreed that the DEPARTMENT shall be obligated to pay only the 100% Federal Share of the allowable cost incurred. In no event shall the DEPARTMENT be obligated to pay more than the maximum Federal Share of (\$12,276.05). In no event shall the DEPARTMENT be required to pay the Federal Share, if the Federal Share is not provided to the DEPARTMENT by the Federal Highway Administration.

2. The DESIGNATED AGENCY shall be obligated to pay Zero percent (0%) of the total allowable cost, which represents the Local Match rate of the cost of the PROJECT up to Zero dollars and 0 Cents (\$0.00). However, if the sum total of the actual allowable cost for the PROJECT is less than the total estimated allowable cost, the DESIGNATED AGENCY shall pay a 0% Local Match rate of the actual allowable cost incurred. In no event shall the DESIGNATED AGENCY be obligated to pay more than the maximum Local Match of the Federal Share (\$0.00).

B. Allowable Costs

Allowable costs shall include both direct and indirect costs incurred by the DESIGNATED AGENCY, which is provided in **Exhibit E, “Budget Estimate for Fiscal Year 2025”**, and subject to the maximum limitation prescribed in Subsection A of Article VI and the limitations outlined below:

1. Direct Cost

The DEPARTMENT shall pay to the DESIGNATED AGENCY for the performance of this Agreement an amount equal to such direct costs as are incurred by the DESIGNATED AGENCY and are chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia, including salaries and wages, and the cost of travel, and other miscellaneous direct costs incurred by the DESIGNATED AGENCY. As specified in Article X, the validity of the direct costs may be verified from the cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses, and in any event, before final settlement of the DESIGNATED AGENCY’S costs under the terms of this Agreement or amendments hereto.

The cost of any nonexpendable tools, instruments, or equipment used in the execution and performance of the PROJECT shall not be an allowable direct cost when such items are of the nature and kind of tools, instruments or equipment normally and generally used in an office or laboratory, provided however that the cost of data processing equipment shall be an allowable expense when such expenditure complies with the provisions of 2 C.F.R. § 200 (“Uniform Grant Guidance”) and is specifically detailed in **Exhibit D, “Fiscal Year 2025”** and

**Exhibit E**, “Budget Estimate for Federal Fiscal Year 2025” of this Agreement. If at anytime during the duration of the useful life of the PROJECT’s data processing equipment the DESIGNATED AGENCY fails to utilize such equipment for the purpose of accomplishing the PROJECT the DEPARTMENT at its discretion may require the DESIGNATED AGENCY to remit to the DEPARTMENT 100% of the DEPARTMENT’S Federal and State Share of the fair market value, if any, of such equipment. For the purpose of this Article, the fair market value shall be deemed to be the value of the equipment as determined by an appraisal conducted as soon as feasible after such withdrawal or misuse occurs or the actual proceeds from the public sale of such equipment, whichever is approved by the DEPARTMENT.

The rate of compensation for work performed on the PROJECT by a professional staff member or employee of the DESIGNATED AGENCY shall not exceed the salary rate that is applicable to said person's other activities for the DESIGNATED AGENCY. Charges for salaries and wages of the individuals will be supported by time and attendance and payroll distribution records. Premiums pay for overtime, extra-pay shifts, and multi-shift work are not reimbursable under this Agreement unless such costs are included in the budget estimate in **Exhibit E, “Budget Estimate for Fiscal Year 2024”**, or unless such costs have been given prior written approval by the DEPARTMENT.

No expense for travel outside the State of Georgia shall be an allowable direct cost under this Agreement unless such travel is listed in the budget estimate in **Exhibit E, “Budget Estimate for Fiscal Year 2025”**, or approved in advance by the DEPARTMENT. Staff from the DESIGNATED AGENCY seeking travel approval should submit the details for the requested travel expenses to the DEPARTMENT in advance and must include information on how the travel request will benefit the transportation planning process of the DESIGNATED AGENCY. In addition, all expenses for food, fuel, mileage, and lodging accommodations incurred from travel within or outside of the State of Georgia shall be limited to the currently approved amounts posted on the United States General Services Administration (GSA) website for the corresponding geographic location.

## 2. Indirect Costs

The DEPARTMENT shall reimburse the DESIGNATED AGENCY for such indirect costs as are properly chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia. Fringe benefits shall be reimbursed at a provisional overhead rate of 20.77% of the amount paid as direct salaries and wages to persons employed by the DESIGNATED AGENCY on the PROJECT. Indirect Personnel cost shall be reimbursed at a provisional overhead rate of 109.45% of the amount paid as direct salaries, wages and fringe benefits to persons employed by the DESIGNATED AGENCY that are chargeable to the PROJECT. Upon completion of the PROJECT, the DEPARTMENT will determine final payment for indirect costs by audit of the DESIGNATED AGENCY’S accounts to establish the actual allowable overhead rate experienced during the period of performance of this Agreement. The DESIGNATED AGENCY understands and agrees that the DEPARTMENT may accept, in lieu of its own audit, a federal audit or an audit by an independent accountant or accounting firm. The audit of an independent accountant or accounting firm shall be made and reported in accordance with audit requirements, 2 CFR Part 200. The DESIGNATED AGENCY shall ensure that the independent accountant or accounting firm shall make available upon request to authorized representatives of the DEPARTMENT all audit work papers pertaining to this AGREEMENT to determine said final payment for indirect costs.

In the event the DESIGNATED AGENCY’S actual allowable overhead rate during the period of this Agreement is less than the provisional overhead rate established herein, the DESIGNATED AGENCY shall reimburse the DEPARTMENT the difference between the indirect cost actually paid and the actual allowable indirect cost as determined by the final audit in accordance with the provisions of this Article.

The DESIGNATED AGENCY further agrees that the decision of the DEPARTMENT in the establishment of the actual allowable overhead rate for final payment of indirect costs shall be final.

The validity of these indirect cost payments may be verified from the indirect cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses and in any event before final settlement of the DESIGNATED AGENCY’S costs under this Agreement, or amendments hereto.

## **ARTICLE VII**

### **SUBSTANTIAL CHANGES**

If, prior to the satisfactory completion of the services, under this Agreement, the DEPARTMENT materially changes the scope, character, complexity, or duration of the services from those required under the basic Agreement, a supplemental agreement may be executed between the parties. Minor changes that do not involve compensation in the Scope and Procedure, extension of the

term, or changes in the goals and objectives of the PROJECT may be made by written notification of such change by either party with written approval of the other party. **ARTICLE VIII**

### **PARTIAL PAYMENT**

The DESIGNATED AGENCY shall submit to the DEPARTMENT itemized vouchers showing, in reasonable detail, the actual allowable costs per work element, incurred by the DESIGNATED AGENCY on the PROJECT for the voucher period. A summary of the cost breakdown and work progress for each work element shall accompany each voucher. Upon the basis of its review of such vouchers, the DEPARTMENT may, at the request of the DESIGNATED AGENCY, make payment to the DESIGNATED AGENCY as the work progresses but not more often than four times during the fiscal year. The vouchers shall be numbered consecutively and subsequent vouchers shall be submitted every three months, but no later than forty-five (45) days after the end of each quarter, until the PROJECT is completed. Payment shall be made in the amount of sums earned less previous partial payments.

### **ARTICLE IX**

#### **FINAL PAYMENT**

IT IS FURTHER AGREED that upon satisfactory completion by the DESIGNATED AGENCY and acceptance by the DEPARTMENT of the work described in Article I of this Agreement, the DESIGNATED AGENCY shall submit to the DEPARTMENT a written submission for final payment not more than forty-five (45) days after the completion date of the project. Upon receipt of any final written submission by the DESIGNATED AGENCY, the DEPARTMENT shall pay the DESIGNATED AGENCY a sum equal to one hundred percent (100%) of the allowable cost set forth herein less the total of all previous partial payments, paid or in the process of payment.

The DESIGNATED AGENCY agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of the Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

## **ARTICLE X**

### **MAINTENANCE OF CONTRACT COST RECORDS**

The DESIGNATED AGENCY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make material available at all reasonable times during this period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, and the Federal Highway Administration and any reviewing agencies, and copies thereof shall be furnished upon request.

The DESIGNATED AGENCY shall certify that items of equipment included in direct costs have been excluded from the indirect costs.

The DESIGNATED AGENCY agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

## **ARTICLE XI**

### **SUBCONTRACTS, ASSIGNMENT, OR TRANSFER**

It is understood by the parties to this Agreement that the work of the DESIGNATED AGENCY is considered personal by the DEPARTMENT. The DESIGNATED AGENCY agrees not to assign, sublet, or transfer any or all of its interest in the Agreement without prior written approval of the DEPARTMENT and the Federal Highway Administration. The DESIGNATED AGENCY also agrees that all subcontracts shall be subject to the provisions contained in this Agreement. The DESIGNATED AGENCY also agrees that any subcontracts exceeding \$10,000 in cost shall contain all the required provisions of this Agreement. All consultants hired by the DESIGNATED AGENCY shall be on the DEPARTMENT'S pre-qualified consultants list.

## **ARTICLE XII**

### **USE OF DOCUMENTS**

The DESIGNATED AGENCY agrees that all reports, drawings, studies, specifications, estimates, maps, computations, and other data, prepared by or for it under the terms of this Agreement shall be made available to the DEPARTMENT and the Federal Highway Administration at all reasonable times during the period of the Agreement and upon termination or completion of the work. The DEPARTMENT shall have the right to use same without restriction or limitation and without compensation to the DESIGNATED AGENCY other than that provided for in this Agreement.

### **ARTICLE XIII**

#### **TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, upon 30 days written notice to the DESIGNATED AGENCY, notwithstanding any just claims by the DESIGNATED AGENCY for payment of services rendered prior to the date of termination.

Should the work under this Agreement be terminated by the DEPARTMENT pursuant to this Article, final payment to the DESIGNATED AGENCY shall be made in the amount of sums earned, less previous partial payments. Any work elements that are incomplete by the termination date shall be reimbursed based upon the percentage of work completed for said work element(s).

### **ARTICLE XIV**

#### **PUBLISHED REPORTS**

It is agreed that articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

It is further agreed that all published reports shall include a disclaimer provision on the cover or title page in the following form:

"The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia, or the Federal Highway Administration. This publication does not constitute a standard, specification, or regulation."

All reports published by the DESIGNATED AGENCY shall contain a credit reference to the Federal Highway Administration such as: "Prepared in cooperation with the Department of Transportation, State of Georgia, and the Federal Highway Administration."



It is further agreed that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. Any request directed to the DESIGNATED AGENCY pursuant to the Georgia Open Records Act, for documents or information that are either received or maintained by the DESIGNATED AGENCY in the performance of the work under this Contract, for or on behalf of the DEPARTMENT, shall be released pursuant to the provisions of the Act. Further, the DESIGNATED AGENCY agrees to consult with the DEPARTMENT prior to releasing the requested documents, where required by the DEPARTMENT.

## **ARTICLE XV COPYRIGHTING**

The DESIGNATED AGENCY shall be free to copyright material developed under this Agreement with the provisions that the DEPARTMENT and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the work for government purposes.

## **ARTICLE XVI COVENANT AGAINST CONTINGENT FEES**

The DESIGNATED AGENCY shall comply with all relevant federal, state and local laws. The DESIGNATED AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability or, at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## ARTICLE XVII

### CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

## ARTICLE XVIII

### COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that the provisions of the Official Code of Georgia Annotated (“O.C.G.A.”), Sections 45-10-20 through 45-10-28, relating to conflict of interest, have been complied with in full.
- B. It is further agreed that the DESIGNATED AGENCY shall comply with and shall require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964 as amended, and 23 C.F.R. Part 200 as stated in **Appendix A, “Notice of Contractors, Compliance with Title VI of the Civil Rights Act of 1964”**, of this Agreement.
- C. It is further agreed that and certified by the DESIGNATED AGENCY that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency, and is eligible to receive the Federal funding assistance provided for in this Agreement, as provided for in **Appendix B, “Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters”**.
- D. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A §§ 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act", have been complied with in full as stated in **Appendix C, “Drug-Free Workplace Certificate”**.
- E. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A § 13-10-91, relating to the “Georgia Security and Immigration Compliance Act” have been complied with in full as stated in **Appendix D, “Georgia Security and Immigration Compliance Act Affidavit”**.
- F. It is further agreed and certified that, pursuant to O.C.G.A § 50-5-85, the DESIGNATED AGENCY is not currently engaged in and agrees that for the duration of this Agreement, it will not engage in a boycott of Israel.
- G. The covenants herein contained, shall except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

## ARTICLE XIX

### AUDITS OF COST RECORDS

The DEPARTMENT shall have the right to perform an audit of all documents and records pertaining to costs incurred on this PROJECT for a period of three (3) years after the final payment under Article IX is made by the DEPARTMENT to the DESIGNATED AGENCY under this Agreement. If requested, the DESIGNATED AGENCY shall assist in making the result of the audit performed pursuant to 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” available to the DEPARTMENT. To the extent such audit is applicable, the DEPARTMENT, in its sole discretion, may agree to accept the Single Audit in lieu of its audit as herein allowed. Further, the DESIGNATED AGENCY agrees to reimburse the DEPARTMENT for the DEPARTMENT's share of any and all costs disallowed as a result of either the Single Audit or by the audit allowed hereunder by the DEPARTMENT.

## ARTICLE XX

### INSURANCE

The DESIGNATED AGENCY shall provide insurance under this Agreement as follows:

1. It is understood that the DESIGNATED AGENCY *(complete the applicable statement)*:
  - ☐ shall, obtain coverage from DESIGNATED AGENCY's private insurance company or cause DESIGNATED AGENCY'S consultant/contractor to obtain coverage.
  - OR
  - ☐ is self-insured.

Prior to beginning the work, DESIGNATED AGENCY shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article XX (Insurance) of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:

- a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
  
- b) Workmen's Compensation Insurance, in accordance with the laws of the State of Georgia.
  
- c) Professional Liability (Errors and Omissions) Insurance with limits of at least:
  - i. For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
  - ii. For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
  - iii. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
  - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.
  
- A. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
  
- B. The insurance certificate must provide the following:
  - i. Name, address, signature and telephone number of authorized agents.
  - ii. Name and address of insured.
  - iii. Name of Insurance Company.
  - iv. Description of coverage in standard terminology.
  - v. Policy number, policy period and limits of liability.
  - vi. Name and address of DEPARTMENT as certificate holder.
  - vii. Thirty (30) day notice of cancellation.
  - viii. Details of any special policy exclusions.
  
- C. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

D. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the DESIGNATED AGENCY and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF  
TRANSPORTATION**

**Augusta Richmond County Government  
Responsible for Augusta Regional  
Transportation Study**

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Executive Director

ATTEST:

IN THE PRESENCE OF:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Witness

Signed, Sealed and Delivered

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
in the presence of:

\_\_\_\_\_  
NOTARY PUBLIC

I attest that the corporate seal attached to this Document is in fact the seal of the Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

\_\_\_\_\_  
Federal Employee Tax No.

**EXHIBIT A**  
**CERTIFICATION OF DESIGNATED AGENCY**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the **Augusta Richmond County Government responsible for Augusta Regional Transportation Study**, whose address is **535 Telfair Street Suite 300 Augusta, Georgia 30901**, and that neither I nor the entity I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above commission to solicit or secure the Agreement.
- (b) Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above commission) any fee, contribution, donation, or consideration of any kind, or in connection with, procuring or carrying out the Agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Georgia Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with the Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Type or Print Name



**EXHIBIT B**  
**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**

I hereby certify that I am the COMMISSIONER of the Department of Transportation of the State of Georgia, and that the above **Augusta Richmond County Government responsible for Augusta Regional Transportation Study in Exhibit A**, or its representative has not been required, directly, or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 Commissioner

**EXHIBIT C**  
**Federal Award Identification**  
**Required Elements**

## Federal Award Identification:

1. Sub-recipient Name: **Augusta Richmond County Government responsible for Augusta Regional Transportation Study**
2. Sub-recipient's DUNS Number (Data Universal Numbering System, required under 2 CFR § 200.32): 07-3438418
3. Federal Award Identification Number: 0020226
4. Federal Award Date (2 CFR 200.39, date when the federal award is signed by the federal awarding agency): 06/26/2024
5. Sub-award Period of Performance start and end date: 07/01/2024 to 06/31/2025
6. Amount of federal funds obligated by this action: \$12,276.05
7. Total amount of the federal funds obligated to sub-recipient: \$12,276.05.
8. Total Amount of the federal award: \$12,276.05
9. Federal Award Project Description (as required under the Federal Funding Accountability and Transparency Act): METROPOLITAN TRANSPORTATION PLANNING SERVICES CONTACT for Augusta Regional Transportation Study – FY 25
10. Name of Federal Awarding Agency: Federal Highway Administration, Pass through entity: Georgia Department of Transportation's Office of Planning, contact information for the awarding official: FHWA Georgia Division, 61 Forsyth Street, Suite 17T100., Atlanta, GA 30303
11. CFDA Number and Name: 20.205
12. Is this a Research and Development Project? No
13. Indirect cost rate if used (2C.F.R. § 200.414): 109.45%

## **EXHIBIT D**

### **Work Program - Fiscal Year 2025**



# Unified Planning Work Program

**FY 2025**

Prepared By:  
Augusta Planning & Development Department  
Carla Delaney, Director



In Cooperation With:  
Aiken County, Edgefield County, and Columbia County  
Federal Transit Administration  
Federal Highway Administration  
Georgia Department of Transportation  
South Carolina Department of Transportation  
<https://www.augustaga.gov/680/ARTS-Metropolitan-Planning-Organization>

Adopted May 16, 2024

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**FISCAL YEAR 2025**

**DRAFT UNIFIED PLANNING WORK PROGRAM  
FOR THE  
AUGUSTA REGIONAL TRANSPORTATION STUDY**

**PREPARED BY THE**

**AUGUSTA PLANNING AND DEVELOPMENT DEPARTMENT**

**IN COOPERATION WITH:**

**AIKEN COUNTY PLANNING AND DEVELOPMENT DEPT.**

**AUGUSTA TRANSIT**

**LOWER SAVANNAH COUNCIL OF GOVERNMENTS**

**GEORGIA DEPARTMENT OF TRANSPORTATION AND**

**SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**

**SERVICING**

**CITY OF BLYTHE, GA | CITY OF HEPHZIBAH, GA |**

**RICHMOND COUNTY, GA | CITY OF GROVETOWN, GA |**

**COLUMBIA COUNTY, GA | FORT EISENHOWER, GA | AUGUSTA TRANSIT |**

**CITY OF NORTH AUGUSTA, SC | CITY OF AIKEN, SC | AIKEN COUNTY, SC |**

**TOWN OF BURNETTOWN, SC | CITY OF NEW ELLENTON, SC | EDGEFIELD COUNTY, SC |**

**BEST FRIEND EXPRESS | LOWER SAVANNAH COUNCIL OF GOVERNMENTS**

**ADOPTED May 16, 2024**

The contents of this report reflect the views of the persons preparing the document and those individuals are responsible for the facts and the accuracy of the data presented herein. The contents of this report do not necessarily reflect the views or policies of the Georgia Department of Transportation, the South Carolina Department of Transportation, the Federal Highway Administration, or the Federal Transit Administration. This report does not constitute a standard, specification, or regulation.

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**AUGUSTA REGIONAL TRANSPORTATION STUDY  
RESOLUTION OF THE POLICY COMMITTEE  
ADOPTION OF THE FY 2025 UNIFIED PLANNING WORK PROGRAM (UPWP)**

**WHEREAS**, in accordance with the joint Federal Transit Administration - Federal Highway Administration regulations on urban transportation planning (23 CFR Parts 420 and 450, and 49 CFR Part 613), a Unified Planning Work Program is required to be developed; and

**WHEREAS**, the Governors of Georgia and South Carolina have designated the Augusta Planning and Development Department as the Metropolitan Planning Organization (MPO) for the Augusta Regional Transportation Study, and;

**WHEREAS**, it is the objective of the Augusta Regional Transportation Study, hereinafter referred to as ARTS, to maintain a comprehensive transportation planning process which results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

**WHEREAS**, the Unified Planning Work Program is an annual element of the ARTS process which outlines the transportation-related and other planning projects to be undertaken during the forthcoming fiscal year; and

**WHEREAS**, the ARTS Citizens Advisory and Technical Coordinating Committees on May 1, 2024, recommended that the Augusta Regional Transportation Study adopt the FY 2025 Unified Planning Work Program.

**WHEREAS**, the ARTS Policy Committee on May 16, 2024, adopted the FY 2025 Unified Planning Work Program.

**NOW THEREFORE BE IT RESOLVED**, ARTS Policy Committee hereby approves the adoption of the FY 2025 Unified Planning Work Program and its Chairman is authorized to execute a joint endorsement to this effect with the Georgia Department of Transportation and the South Carolina Department of Transportation.

**CERTIFICATION**

I hereby certify that the above is a true and correct copy of a Resolution adopted by the Augusta Regional Transportation Study (ARTS) Policy Committee at a meeting held on May 16, 2024.

Sign Carla Delaney  
Print Carla Delaney  
MPO Director

05/16/2024  
Date

Sign William Molnar  
Print William Molnar  
MPO Chairman

May 16, 2024  
Date

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U.S. Department  
of Transportation  
**Federal Highway  
Administration**

**Georgia Division**

May 23, 2024

75 Ted Turner Dr.  
Suite 1000  
Atlanta, Georgia 30303  
Phone: 404-562-3630  
Fax: 404-562-3703  
[www.fhwa.dot.gov/gadiv](http://www.fhwa.dot.gov/gadiv)

In Reply Refer To:  
HIP-GA

Carla Delaney  
Director of Planning and Development  
Augusta Planning & Development Department  
535 Telfair Street  
Augusta, GA 30901

Dear Ms. Delaney:

The following is in response to our receipt of your final Fiscal Year (FY) 2025 Unified Planning Work Program (UPWP) adopted by the ARTS Board on May 16, 2024. Upon our review of the subject document, the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) have determined that the document satisfies the requirements of 23 U.S.C. 134, 49 U.S.C. 5303, 23 CFR Part 450 and 420, 2 CFR Part 200, and other pertinent legislation, regulations, and policies and hereby approve the FY 2025 UPWP.

The FY 2025 UPWP reflects \$478,766.51 of programmed PL Funds and an additional \$12,276.05 PL Set-aside for Safe and Accessible Transportation Options, totaling \$491,042.56. These funds are available upon an approved authorization. The FY 2025 UPWP 5303 funds are consistent with the distribution of FTA 5303 funds as identified by the Georgia Department of Transportation (GDOT) and are available upon award and execution by GDOT of a Transit Award Management System (TrAMS) planning grant.

Expenditure invoicing and progress reports should be submitted quarterly and/or annually, with copies to the FHWA and FTA. Expenditures incurred without prior authorization will not be reimbursed.

If you have any questions, please contact Ms. Olivia Lewis at 404-562-3639 or Ms. Aviance Webb at 404-865-5489.

Sincerely,

Olivia Lewis  
Transportation Specialist

## LIST OF ACRONYMS

<b>3C</b>	Cooperative, Continuous & Comprehensive planning	<b>DBE</b>	Disadvantaged Business Enterprise
<b>ACPDD</b>	Aiken County Planning & Development Department	<b>EJ</b>	Environmental Justice
<b>ADA</b>	Americans with Disabilities Act of 1990	<b>EMA</b>	Emergency Management Agency
<b>APA</b>	American Planning Association	<b>EPA</b>	Environmental Protection Agency
<b>APDD</b>	Augusta Planning & Development Department	<b>FAST Act</b>	Fixing America's Surface Transportation Act
<b>ARP</b>	American Rescue Plan	<b>FFR</b>	Federal Financial Reports
<b>AT</b>	Augusta Transit	<b>FHWA</b>	Federal Highways Administration
<b>ARTS</b>	Augusta Regional Transportation Study	<b>FTA</b>	Federal Transit Administration
<b>BFE</b>	Best Friend Express	<b>GA</b>	Georgia
<b>BPAC</b>	South Carolina Bicycle and Pedestrian Advocacy Committee	<b>GAMPO</b>	Georgia Association of Metropolitan Planning Organizations
<b>CAC</b>	Citizens Advisory Committee	<b>GAPA</b>	Georgia Chapter of American Planning Association
<b>CCPD</b>	Columbia County Planning Division	<b>GDOT</b>	Georgia Department of Transportation
<b>CMP</b>	Congestion Management Process	<b>GIS</b>	Geographic Information Systems
<b>CHSP</b>	Coordinated Human Services Plan	<b>ITS</b>	Intelligent Transportation Systems
<b>CMS</b>	Congestion Management System	<b>LEP</b>	Limited English Proficiency
<b>COA</b>	Comprehensive Operations Analysis	<b>LOS</b>	Level of Service
<b>COG</b>	Council of Governments	<b>LSCOG</b>	Lower Savannah Council of Governments
<b>COOP</b>	Continuity of Operations Plan	<b>MOU</b>	Memorandum of Understanding
<b>CSRA-RC</b>	Central Savannah River Area – Regional Commission	<b>MPA</b>	Metropolitan Planning Area
<b>DAR</b>	Dial-A-Ride	<b>MPO</b>	Metropolitan Planning Organization
		<b>MPR</b>	Milestone Progress Reports

<b>MSA</b>	Metropolitan Statistical Area	<b>STIP</b>	State Transportation Improvement Program
<b>MTP</b>	Metropolitan Transportation Plan	<b>TA</b>	Transportation Alternatives (TA set-aside)
<b>NAPDD</b>	North Augusta Planning and Development Department	<b>TAM</b>	Transit Asset Management
<b>NHPMS</b>	National Highway Performance Monitoring System	<b>TAP</b>	Transportation Alternatives Program
<b>NHS</b>	National Highway System	<b>TASC</b>	Transportation Association of South Carolina
<b>NPMRDS</b>	National Performance Management Research Data Set	<b>TAZ</b>	Traffic Analysis Zone
<b>NTD</b>	National Transit Database	<b>TBD</b>	To be determined
<b>NTI</b>	National Transit Institute	<b>TCAC</b>	Transit Citizens Advisory Committee
<b>PBPP</b>	Performance-Based Planning and Programming	<b>TCC</b>	Technical Coordinating Committee
<b>PC</b>	Policy Committee	<b>TDP</b>	Transit Development Plan
<b>POP</b>	Program of Projects	<b>TIP</b>	Transportation Improvement Program
<b>PPP</b>	Public Participation Plan	<b>TNSC</b>	Test Network Subcommittee
<b>PTASP</b>	Public Transit Agency Safety Plan	<b>TrAMS</b>	Transit Award Management System
<b>RFP</b>	Request for Proposals	<b>TSIR</b>	Traffic Safety Improvement Report
<b>SC</b>	South Carolina	<b>TTI</b>	Travel Time Index
<b>SCDHEC</b>	South Carolina Department of Health and Environmental Control	<b>UPWP</b>	Unified Planning Work Plan
<b>SCDOT</b>	South Carolina Department of Transportation		
<b>SCDPS</b>	South Carolina Department of Public Safety		
<b>SETP</b>	Self-Evaluation and Transition Plan		
<b>SMTF</b>	State Mass Transit Funds		

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# INTRODUCTION

## 1. Purpose of the Unified Planning Work Program

The Unified Planning Work Program (UPWP) is the annual work program for transportation and transit planning activities in the Augusta Regional Transportation Study (ARTS) area. The UPWP includes an overview of the ARTS planning process and a description of each work element for Fiscal Year 2025 (July 1, 2024 – June 30, 2025).

Work elements, tasks, activities, programs, and projects are categorized into the following functional areas:

- Program Administration
- Public Involvement
- Transportation Data Collection and Analysis
- Transportation System Planning
- Public Transit and Paratransit
- Performance-Based Planning
- Transportation Improvement Program (TIP)

Special emphasis is placed on the following areas:

- Performance-based planning
- Update project prioritization tool(s)
- Stakeholder involvement in freight, safety, and security coordination
- Developing a regional transportation system database for monitoring and updating socioeconomic and land use data and the annual demographic and growth trends report.
- Updating the Geographic Information System (GIS) mapping database
- Corridor/area planning
- Developing a framework to identify needs and coordinate stakeholders relative to coordinated human services transportation
- Enhance public transit planning for fixed-route bus, paratransit, and demand response services and enhance mobility for seniors and persons with disabilities
- Implementing local and regional air quality initiatives
- Strengthening the public involvement process
- Other special studies

## 2. ARTS Metropolitan Planning Organization Overview

ARTS is a Metropolitan Planning Organization (MPO) established for urbanized areas in Columbia County, GA, Aiken and Edgefield County, SC, and all of Augusta-Richmond County, GA. The Federal-Aid Highway Act of 1962 established the requirement for transportation planning in urban areas throughout the country. Fixing America's Surface Transportation Act (FAST Act) passed on December 4, 2015, (Pub. L. No. 114-94) reauthorizing federal-aid funding and regulations for the metropolitan transportation planning process.

The FAST Act streamlines the federal surface transportation project delivery process. Its strengths include performance-based planning, intermodal and freight movement, and multimodal transportation planning, and addresses challenges facing the transportation system. The FAST Act also makes provisions for improving safety, maintaining infrastructure conditions, reducing traffic congestion, improving the efficiency of the system, protecting the environment, and reducing delays in project delivery. Project delivery focuses on four general categories to achieve streamlining:

- Adding new flexibilities to increase efficiencies
- Refining existing authorities
- Adding new tools to accelerate project delivery
- Building on existing activities of the Federal Highways Administration (FHWA) that accelerate project delivery



The FAST Act requires that the planning process considers projects/strategies to improve the resilience and reliability of the transportation system, storm-water mitigation, and enhance travel and tourism. This UPWP has been developed per the FAST Act regulations and guidelines.

The most recent federal transportation laws affecting ARTS are the Moving Ahead for Progress in the 21st Century Act (MAP-21), enacted on July 6, 2012, the Fixing America's Surface Transportation Act (FAST Act), enacted on December 4, 2015, and the Infrastructure Investment and Jobs Act (IIJA), aka the Bipartisan Infrastructure Law (BIL), enacted on November 12, 2021.

In keeping with the original federal mandate, the ARTS metropolitan transportation planning process is cooperative, continuous, and comprehensive (3C). The ARTS MPO planning process is "cooperative" because it brings together locally elected officials, state and federal transportation personnel, citizens, and other interested parties to plan and program transportation projects. ARTS participants "continuously" evaluate transportation needs and plan for long-term improvements. The ARTS process is "comprehensive" because it considers all modes of transportation, including cars, trucks, buses, airplanes, railroads, public transit, bicycles, and pedestrians.

The ARTS Metropolitan Planning Area (MPA) includes the urbanized area of Augusta-Richmond County, Georgia, Columbia County, Georgia, Aiken County, South Carolina and Edgefield County, South Carolina Metropolitan Statistical Area (MSA), as defined by the U. S. Bureau of Census, and the area expected to be urbanized over the next twenty years. The study area includes Richmond County and the urbanized area of Columbia County in Georgia; the Fort Eisenhower Military Base; and the urbanized area of Aiken and Edgefield Counties in South Carolina. Incorporated places within the study area include four (4) cities in Georgia: Augusta, Hephzibah, Blythe, and Grovetown; and four (4) cities in South Carolina: Aiken, North Augusta, Burnetown, and New Ellenton. The study area boundaries reflecting regional growth based on the 2010-2020 Decennial Census were modified and adopted by the Policy Committee on July 20, 2023 (Figure 2).

### **3. ARTS MPO Organizational Structure**

The ARTS MPO consists of several committees that review and approve all amendments to the TIP/Metropolitan Transportation Plan (MTP), technical documents, and special studies. The current structure of committee meetings is bi-monthly, with each committee meeting two to three weeks before the subsequent committee. The role of each committee is described below and schematically presented in Figure 1.

Technical Coordinating Committee (TCC) – comprised of planners and engineers from the two states, the local governments in the study area, and two regional planning agencies. The final draft and detailed information on a project are presented to the committee for recommended approval by the Policy Committee. The composition of the TCC can be found in Appendix Section C.

Citizens Advisory Committee (CAC) – made up of citizens representing the jurisdictions and communities in the study area. The CAC provides local knowledge and citizen input on the projects and makes recommendations to the Policy Committee. The composition of the CAC can be found in Appendix Section C.

South Carolina Technical Coordinating Committee – the subcommittee for the South Carolina portion of the ARTS area is made up of planners and engineers from the South Carolina Department of Transportation (SCDOT) and local governments. The final draft and detailed information on a project are presented to the committee for recommended approval to the other ARTS MPO committees and the South Carolina Policy Subcommittee.

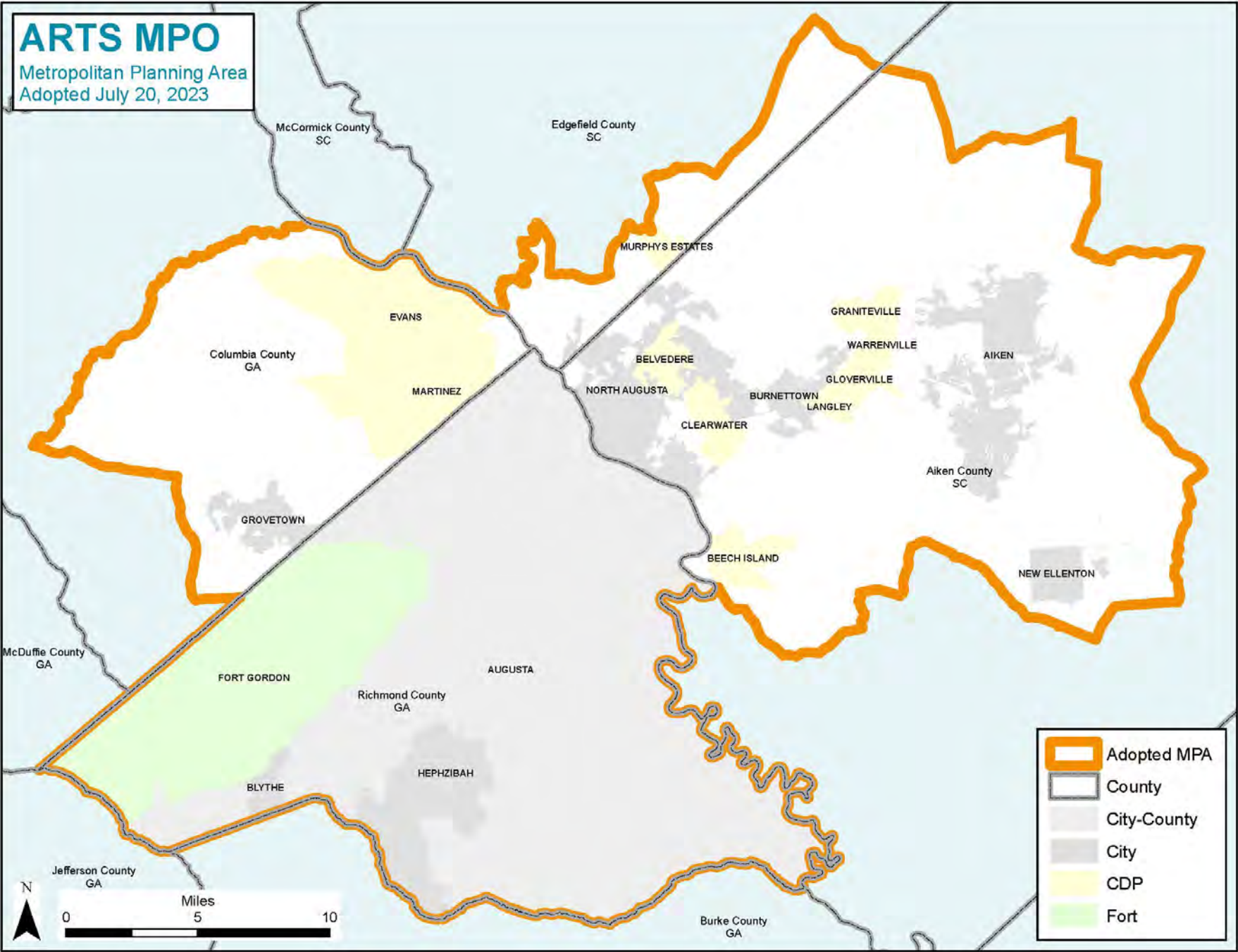
South Carolina Policy Subcommittee – includes local elected and appointed officials from the South Carolina portion of the ARTS area. The committee evaluates and endorses projects for inclusion in the TIP and MTP.

Policy Committee (PC) – voting members include elected officials from each local government in the study area, representatives from the Georgia and South Carolina Departments of Transportation, the Fort Eisenhower Garrison Commander, and representatives of providers of public transportation. The Policy Committee is responsible for making the final decision on ARTS planning and programming issues, including amendments to the MTP and TIP. The composition of the PC can be found in Appendix Section C.

Figure 1: ARTS MPO Committees



Figure 2: ARTS MPO Planning Area



#### 4. Federal Planning Factors

The FAST Act emphasizes performance-based planning as an integral component of the metropolitan planning process. Enabling this process, national planning factors were established as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve transportation system resiliency and reliability, reduce (or mitigate) the stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

#### 5. 2025 Planning Emphasis Areas:

##### **Tackling the Climate Crisis – Transition to a Clean Energy, Resilient Future – Work Element**

##### **4.4**

Federal Highway Administration (FHWA) divisions and Federal Transit Administration (FTA) regional offices should work with State departments of transportation (State DOT), metropolitan planning organizations (MPO), and providers of public transportation to ensure that our transportation plans and infrastructure investments help achieve the national greenhouse gas reduction goals of 50-52 percent below 2005 levels by 2030, and net-zero emissions by 2050, and increase resilience to extreme weather events and other disasters resulting from the increasing effects of climate change. Field offices should encourage State DOTs and MPOs to use the transportation planning process to accelerate the transition toward electric and other alternative-fueled vehicles, plan for a sustainable infrastructure system that works for all users, and undertake actions to prepare for and adapt to the impacts of climate change. Appropriate Unified Planning Work Program work tasks could include identifying the barriers to and opportunities for deployment of fueling and charging infrastructure; evaluating opportunities to reduce greenhouse gas emissions by reducing single-occupancy vehicle trips and increasing access to public transportation, shift to lower emission modes of transportation; and identifying transportation system vulnerabilities to climate change impacts and evaluating potential solutions. We encourage you to visit FHWA's Sustainable Transportation or FTA's Transit and Sustainability Webpages for more information.

(See [EO 14008](#) on "Tackling the Climate Crisis at Home and Abroad," [EO 13990](#) on "Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis," [EO 14030](#) on "Climate-Related Financial Risk," See also [FHWA Order 5520](#) "Transportation System Preparedness and Resilience to Extreme Weather Events," FTA's "[Hazard Mitigation Cost Effectiveness Tool](#)," FTA's "[Emergency Relief Manual](#)," and "[TCRP Document 70: Improving the Resilience of Transit Systems Threatened by Natural Disasters](#)")

##### **Equity and Justice in Transportation Planning - Work Element 3.4**

FHWA Division and FTA regional offices should work with State DOTs, MPOs, and providers of public transportation to advance racial equity and support for underserved and disadvantaged communities. This will help ensure public involvement in the planning process and that plans and strategies reflect various perspectives, concerns, and priorities from impacted areas. We encourage the use of strategies that: (1)

improve infrastructure for non-motorized travel, public transportation access, and increased public transportation service in underserved communities; (2) plan for the safety of all road users, particularly those on arterials, through infrastructure improvements and advanced speed management; (3) reduce single-occupancy vehicle travel and associated air pollution in communities near high-volume corridors; (4) offer reduced public transportation fares as appropriate; (5) target demand-response service towards communities with higher concentrations of older adults and those with poor access to essential services; and (6) consider equitable and sustainable practices while developing transit-oriented development including affordable housing strategies and consideration of environmental justice populations.

[Executive Order 13985](#) (*Advancing Racial Equity and Support for Underserved Communities*) defines the term “equity” as the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. The term “underserved communities” refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of “equity.” In addition, [Executive Order 14008](#) and [M-21-28](#) provide a whole-of-government approach to advancing environmental justice by stating that 40 percent of Federal investments flow to disadvantaged communities. FHWA Division and FTA regional offices should work with State DOTs, MPOs, and providers of public transportation to review current and new metropolitan transportation plans to advance Federal investments in disadvantaged communities.

To accomplish both initiatives, our joint planning processes should support State and MPO goals for economic opportunity in disadvantaged communities that have been historically marginalized and overburdened by pollution and underinvestment in housing, transportation, water and wastewater infrastructure, recreation, and health care.

#### **Complete Streets - Work Element 4.6**

FHWA Division and FTA regional offices should work with State DOTs, MPOs, and providers of public transportation to review current policies, rules, and procedures to determine their impact on safety for all road users. This effort should work to include provisions for safety in future transportation infrastructure, particularly those outside automobiles.

A complete street is safe, and feels safe, for everyone using the street. FHWA and FTA seek to help Federal aid recipients plan, develop, and operate streets and networks that prioritize safety, comfort, and access to destinations for people who use the street network, including pedestrians, bicyclists, transit riders, micro-mobility users, freight delivery services, and motorists. The goal is to provide an equitable and safe transportation network for travelers of all ages and abilities, including those from marginalized communities facing historic disinvestment. This vision is not achieved through a one-size-fits-all solution – each complete street is unique and developed to best serve its community context and its primary role in the network.

Per the National Highway Traffic Safety Administration’s 2019 data, 62 percent of the motor vehicle crashes that resulted in pedestrian fatalities took place on arterials. Arterials tend to be designed for vehicle movement rather than mobility for non-motorized users and often lack convenient and safe crossing opportunities. They can function as barriers to a safe travel network for road users outside of vehicles.

To be considered complete, these roads should include safe pedestrian facilities, safe transit stops (if present), and safe crossing opportunities on an interval necessary for accessing destinations.

A safe and complete network for bicycles can also be achieved through a safe and comfortable bicycle facility



located on the roadway, adjacent to the road, or on a nearby parallel corridor. Jurisdictions will be encouraged to prioritize safety improvements and speed management on arterials that are essential to creating complete travel networks for those without access to single-occupancy vehicles.

### **Public Involvement - Work Element 2.1**

Early, effective, and continuous public involvement brings diverse viewpoints into the decision-making process. FHWA Division and FTA regional offices should encourage MPOs, State DOTs, and providers of public transportation to increase meaningful public involvement in transportation planning by integrating Virtual Public Involvement (VPI) tools into the overall public involvement approach while ensuring continued public participation by individuals without access to computers and mobile devices. The use of VPI broadens the reach of information to the public and makes participation more convenient and affordable to greater numbers of people. Virtual tools provide increased transparency and access to transportation planning activities and decision-making processes. Many virtual tools also provide information in visual and interactive formats that enhance public and stakeholder understanding of proposed plans, programs, and projects. Increasing participation earlier in the process can reduce project delays and lower staff time and costs. More information on VPI is available [here](#).

### **Strategic Highway Network (STRAHNET)/U.S. Department of Defense (DOD) Coordination - Work Element 7.1**

FHWA Division and FTA regional offices should encourage MPOs and State DOTs to coordinate with representatives from DOD in the transportation planning and project programming process on infrastructure and connectivity needs for STRAHNET routes and other public roads that connect to DOD facilities. According to the Declaration of Policy in 23 U.S.C. 101(b)(1), it is in the national interest to accelerate construction of the Federal-aid highway system, including the Dwight D. Eisenhower National System of Interstate and Defense Highways, because many of the highways (or portions of the highways) are inadequate to meet the needs of national and civil defense. The DOD's facilities include military bases, ports, and depots. The road networks that provide access and connections to these facilities are essential to national security. The [64,200-mile STRAHNET system](#) consists of public highways that provide access, continuity, and emergency transportation of personnel and equipment in times of peace and war. It includes the entire 48,482 miles of the Dwight D. Eisenhower National System of Interstate and Defense Highways and 14,000 miles of other non-interstate public highways on the National Highway System. The STRAHNET also contains approximately 1,800 miles of connector routes linking more than 200 military installations and ports to the primary highway system. The DOD's facilities are also often major employers in a region, generating substantial volumes of commuter and freight traffic on the transportation network and around entry points to the military facilities. Stakeholders are encouraged to review the STRAHNET maps and recent Power Project Platform (PPP) [studies](#). These can be a useful resource in the State and MPO areas covered by these route analyses.

### **Federal Land Management Agency (FLMA) Coordination**

FHWA Division and FTA regional offices should encourage MPOs and State DOTs to coordinate with FLMAs in the transportation planning and project programming process on infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to Federal lands. Through joint coordination, the State DOTs, MPOs, Tribal Governments, FLMAs, and local agencies should focus on the integration of their transportation planning activities and develop cross-cutting State and MPO long-range transportation plans, programs, and corridor studies, as well as the Office of Federal Lands Highway's developed transportation plans and programs. Agencies should explore opportunities to leverage transportation funding to support the access and transportation needs of FLMAs before transportation projects are programmed in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP). Each State must consider the concerns of FLMAs that have jurisdiction over land within the boundaries of the State (23 CFR 450.208(a)(3)). MPOs must appropriately involve FLMAs in the development of the metropolitan transportation plan and the TIP (23 CFR 450.316(d)). Additionally, the Tribal Transportation Program,

Federal Lands Transportation Program, and the Federal Lands Access Program TIPs must be included in the STIP, directly or by reference, after FHWA approval in accordance with 23 U.S.C. 201(c) (23 CFR 450.218(e)).

**Planning and Environment Linkages (PEL)**

FHWA Division and FTA regional offices should encourage State DOTs, MPOs, and Public Transportation Agencies to implement PEL as part of the transportation planning and environmental review processes. The use of PEL is a collaborative and integrated approach to transportation decision-making that considers environmental, community, and economic goals early in the transportation planning process and uses the information, analysis, and products developed during planning to inform the environmental review process. PEL leads to interagency relationship building among planning, resource, and regulatory agencies in the early stages of planning to inform and improve project delivery timeframes, including minimizing duplication and creating one cohesive flow of information. This results in transportation programs and projects that serve the community's transportation needs more effectively while avoiding and minimizing the impacts on human and natural resources. More information on PEL is available [here](#).

**Data in Transportation Planning**

To address the emerging topic areas of data sharing, needs, and analytics, the FHWA Division and FTA regional offices should encourage State DOTs, MPOs, and providers of public transportation to incorporate data sharing and consideration into the transportation planning process, because data assets have value across multiple programs. Data sharing principles and data management can be used for a variety of issues, such as freight, bike and pedestrian planning, equity analyses, managing curb space, performance management, travel time reliability, connected and autonomous vehicles, mobility services, and safety. Developing and advancing data sharing principles allows for efficient use of resources and improved policy and decision making at the State, MPO, regional, and local levels for all parties.

## 6. MPO Planning Factors

Item 2.

MPO Planning Factors are presented in the following table. The tasks contained in this UPWP aim to incorporate the national planning framework as follows:

FY 2025 UPWP Work Elements		Planning Factors									
		Economic Vitality	Safety	Security	Accessibility/Mobility	Enhance/Protect Environment	Integration/Connectivity	Management and Operation	Preservation	Resiliency/Reliability/ Mitigation	Enhance Travel and Tourism
<b>Administration</b>											
	1.1 Program Coordination	✓			✓	✓	✓	✓	✓		
	1.2 Training & Employee Education	✓				✓					
	1.3 Unified Planning Work Program					✓	✓	✓		✓	
<b>Public Involvement</b>											
	2.1 Community Outreach/Education	✓	✓	✓	✓	✓					
<b>Transportation Data Collection &amp; Analysis</b>											
	3.1 Socioeconomic Data / Environmental Justice							✓	✓		
	3.2 Land Use Monitoring		✓	✓		✓		✓	✓	✓	
	3.3 Transportation Surveys, Model & Analysis		✓	✓		✓		✓	✓	✓	
	3.4 Environmental Justice/Title VI			✓	✓	✓		✓			
	3.5 GIS Development & Applications							✓			
<b>Transportation System Planning</b>											
	4.1 Long Range Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	4.2 Congestion Management		✓	✓	✓		✓			✓	✓
	4.3 Intermodal Planning	✓	✓	✓	✓	✓	✓			✓	✓
	4.4 Air Quality				✓	✓			✓		
	4.5 Complete Streets	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Public Transit/Paratransit</b>											
	8.1 Program Support and Administration	✓				✓		✓	✓	✓	
	8.2 Long-Range Transportation Planning (System Level)	✓				✓		✓	✓	✓	
	8.3 Short-Range Transportation Planning	✓				✓		✓	✓	✓	
	8.4 Transportation Improvement Plan	✓				✓		✓	✓	✓	
<b>Performance-Based Planning</b>											
	6.1 Performance-Based Planning	✓	✓	✓	✓	✓	✓	✓	✓	✓	
<b>Transportation Improvement Program</b>											
	7.1 Transportation Improvement Program						✓	✓	✓		



## 7. 2050 Metropolitan Transportation Plan (MTP) Goals and Objectives

The table below shows the ARTS Future Mobility 2050 MTP goals, objectives, and planning emphasis areas to address regional transportation issues/priorities.

2050 MTP GOALS AND OBJECTIVES	PLANNING EMPHASIS AREAS
<p>1. <b>Reduce Traffic Congestion and Delay</b> - Promote strategies to reduce traffic congestion and delay.</p>	<ul style="list-style-type: none"> <li>• Maximize existing transportation facilities through active management and integrated systems in real time.</li> <li>• Implement projects that improve street network connectivity to provide alternative routes and increase system redundancy.</li> <li>• Continue to implement and promote strategies and policies such as Transportation Demand Management (TDM), public transit, and alternative transportation modes to reduce demand for single-occupant motor vehicle travel.</li> <li>• Support regional connectivity and ridesharing through investment in intercity bus service, intercity bus facilities, and commuter vanpools.</li> </ul>
<p>2. <b>Mobility, Accessibility &amp; Connectivity</b> - Promote strategies that improve mobility, accessibility, and connectivity for all users of the transportation network including public transit and non-motorized modes.</p>	<ul style="list-style-type: none"> <li>• Prioritize transportation improvements that support access to the urban core.</li> <li>• Increase access, expand, and improve the reliability of public transportation.</li> <li>• Promote investment in infrastructure for non-motorized modes such as bicycles and pedestrians.</li> </ul>
<p>3. <b>Safety &amp; Security</b> - Improve traffic safety and improve the security of transportation systems.</p>	<ul style="list-style-type: none"> <li>• Reduce the number and severity of crashes, injuries, and fatalities across all modes by coordinating safety improvements with planning initiatives.</li> <li>• Reduce the vulnerability of existing transportation infrastructure to natural disasters by supporting the development of regional preparedness plans.</li> <li>• Continue to educate all users of the transportation network on safety and sharing the road.</li> </ul>
<p>4. <b>Maintenance and System Preservation</b> - Maintain and preserve the existing transportation system to provide safe and reliable movement of persons and goods/freight.</p>	<ul style="list-style-type: none"> <li>• Adequately fund routine maintenance and rehabilitation of roadways, pavement, and bridges.</li> <li>• Provide viable public transportation options to meet daily travel needs.</li> <li>• Monitor and manage transportation assets to prioritize improvements.</li> </ul>

<p>5. <b>Economic Vitality</b> - Enhance the economic vitality of the region and promote job opportunities.</p>	<ul style="list-style-type: none"> <li>• Provide transportation linkages to employment, business, retail activity, and other activity centers.</li> <li>• Address the needs of the local freight industry and the intermodal movement of goods via rail and truck.</li> <li>• Promote investments in transportation facilities that provide access to tourist destinations.</li> <li>• Enhance the visual appeal of transportation facilities.</li> </ul>
<p>6. <b>Environmental Stewardship</b> - Enhance the social and environmental fabric of the region.</p>	<ul style="list-style-type: none"> <li>• Minimize disruption or displacement of residential or commercial areas from restructured or new transportation facilities.</li> <li>• Minimize impact on environmental resources, wetlands, wildlife, historic properties, and water quality.</li> <li>• Reduce mobile emissions and meet air quality standards with projects including managed lanes, operational projects, transit, and non-motorized vehicles such as bicycles, and pedestrians.</li> <li>• Serve Environmental Justice populations through direct benefits or access to the project.</li> <li>• Reduce or mitigate the stormwater impacts of surface transportation.</li> </ul>
<p>7. <b>Land Use &amp; Transportation Integration</b> - Promote efficient land use and development patterns that improve safety and economic vitality to meet existing and future multimodal transportation needs.</p>	<ul style="list-style-type: none"> <li>• Provide transportation services that conform with regional and local land use plans.</li> <li>• Control access to conservation or preservation areas to discourage development.</li> <li>• Promote redevelopment of the urban fringe through improved accessibility.</li> <li>• Promote the concentration of future employment and other activity centers along existing and planned major travel corridors.</li> <li>• Preserve and enhance the natural and built environments through context-sensitive solutions that exercise flexibility and creativity to shape effective transportation solutions.</li> <li>• Protect adequate rights-of-way in newly developing and redeveloping areas for pedestrian, bicycle, transit, and roadway facilities.</li> </ul>
<p>8. <b>Financial Feasibility</b> - Develop a financially and politically feasible plan and gain broad support by increasing the safety and security of the transportation system for all users.</p>	<ul style="list-style-type: none"> <li>• Prioritize projects with high project readiness and available funding.</li> </ul>
<p>9. <b>Effective Engagement and Coordination</b> - Promote effective public and stakeholder engagement and coordinate strategies throughout the planning process.</p>	<ul style="list-style-type: none"> <li>• Foster coordination with local, state, and federal partners to implement community priorities.</li> <li>• In partnership with local communities, equitably and strategically focus resources in areas of need and importance.</li> </ul>

## 8. Transportation Planning Priorities

The 2050 MTP identified specific priorities for the regional transportation priorities. These priorities were identified through Travel Behavior Surveys conducted during the planning process and reflect the plan's goals and FHWA Planning Emphasis Areas. As a result, the following priorities are important to improving the ARTS planning area's transportation system and relate to the 2050 MTP Goals and FHWA Planning Emphasis Areas:

**2055 Metropolitan Transportation Plan (MTP)** – the 2050 MTP update was completed in September 2020. The staff made the necessary updates in response to changing transportation needs and priorities and conform to the transportation planning regulations. The consultant (WSP USA Inc.,) completed the update and its various components, including the Freight Plan update, the Bicycle and Pedestrian Plan update, and the Project Prioritization and Performance-Based Planning Measures as required by the FAST Act. ARTS staff will begin taking steps to complete the 2055 MTP. The 2055 MTP development process and the content will prioritize equity, economy, climate change/resiliency, and COVID-19 relief efforts.

**Corridor Planning** - The purpose of corridor planning is to analyze traffic and travel conditions along major transportation corridors and sub-areas and develop impact and land use patterns on existing and future transportation systems. It also determines the potential growth, traffic flow, safety, multimodal mobility, and transportation infrastructure needs for short- and long-term improvements. The important study themes are to reduce/mitigate congestion, improve traffic flow, and traffic safety; increase mobility during peak travel times; optimize the relationship between land use and transportation; access management; complete streets; enhance multimodal systems and connectivity; evaluate existing and future travel; and analyze the need and location for intersection improvements.

**Public Transportation** – The MPO and local transit providers are challenged to increase the use of public transportation in an era with land use patterns that encourage strip development and urban sprawl. Furthermore, the MPO is also mandated to improve accessibility for the elderly, retirees, and veterans with limited personal budgets. Providing transportation services for the disabled and the Environmental Justice (EJ) population groups to meet the demand for medical trips and workforce development continues to be a priority through the development of a Coordinated Human Services Plan (CHSP). The ARTS transportation planning staff will continue to strive to provide access to essential services for low-income, minorities, environmental justice populations, seniors, and individuals with disabilities through better utilization of Federal Transit Administration (FTA) Section 5310 funds to support mobility management and enhance transit service provided by the Lower Savannah Council of Governments (LSCOG). The continued use of paratransit services within the 0.75-mile buffer along fixed routes will be expanded by the new GIS address database. Both programs support regional transit improvements and the regional model of cooperation.

During FY 2024, ARTS staff continued ongoing FTA grant administration for Section 5310, provided technical support to the Transit Citizens Advisory Committee (TCAC), and assisted Augusta Transit (AT) with developing an implementation strategy for transit service improvements identified in the Comprehensive Operations Analysis (COA) Report completed in 2018. Other ongoing tasks related to public transit include transit asset management and the monitoring of transit ridership and service operation data to develop performance measures and target settings. ARTS will also work with AT, LSCOG Central Savannah River Area – Agency on Aging, and other social service agencies to address transit issues for the elderly and persons with disabilities through the implementation of the CHSP.

**Performance-Based Planning** – The integration of performance management concepts into the existing federally-required transportation planning and programming processes involves using data to support *long-range* and *short-range* investment decision-making. For the FHWA, the FAST Act<sup>1</sup> establishes the following National Performance Goals for

<sup>1</sup> <https://www.fhwa.dot.gov/fastact/legislation.cfm>

Federal highway programs: safety, infrastructure condition, congestion reduction, system reliability, freight movement, economic vitality, environmental sustainability, and reducing project delivery delays.

In the ARTS MPO, the Safety Performance measures provided by the Georgia Department of Transportation (GDOT) and SCDOT will be adopted by the MPO every year by the end of February. Additionally, the ARTS MPO worked with GDOT, SCDOT, FHWA, and FTA on the further development of future performance measures for roads and bridges, highway asset management, system performance, and MPO coordination. The Performance-Based Planning and Programming (PBPP) measures will be included in the 2050 MTP and the TIP updates as more information on the performance measures is received from GDOT and SCDOT.

**Coordinating Land Use and Transportation** – Coordinating land use and transportation improvements is an important task, given expected regional development patterns. In FY 2025, ARTS continued to collect certificates of occupancy for residential and commercial developments to track land development and update the GIS spatial analysis and maps. ARTS will continue these tasks and work with Aiken County, Edgefield County, and Columbia County, and the MPO cities to improve data collection, analysis, and reporting. This data analysis is part of the Regional Transportation System GIS Database. ARTS will continue efforts to develop an annual growth trend report to support socioeconomic demographic data updates for travel modeling.

In FY 2025, the MPO will work closely with local planning and development organizations to monitor updates to land use plans; review site plans for regional models for existing or future traffic generators; utilize area zoning maps to update the existing regional land use map; develop a future regional land use map and spatial analysis; develop and promote best land-use practices that support sustainable development; and reduce transportation impacts and enhance land use and transportation integration near employment/retail/commercial activity nodes along regional transportation corridors.

ARTS will identify feasible redevelopment alternatives to strip development that enhance opportunities for redevelopment along regional corridors and other highway improvements included in the TIP. Coordinating land use and transportation is an important component of the MTP since it provides an opportunity to analyze the effects of growth, develop policy responses to regional issues, and determine the demand for public facilities. Additionally, coordinated land use and transportation enables local, regional, and federal agencies to address access management, right-of-way concerns, utilities, and stormwater issues using common expectations about future growth and development.

**Intermodal Connections and Safety** – Due to the presence of at-grade railroad crossings on roads throughout the ARTS planning area, there are many opportunities for conflicts between trains, vehicles, and alternative modes of transportation. Cooperation between the railroads, transportation agencies, and local governments is pertinent in resolving this long-term problem and improving traffic safety. ARTS staff will continue to work with the Citizens Advisory Committee (CAC), Technical Coordinating Committee (TCC), Policy Committee (PC), and Chambers of Commerce to identify key stakeholders from railroad companies, trucking, other freight interest groups, and large industries to encourage participation and integration in the metropolitan planning process.

## 9. Fiscal Year 2024 - Highlights and Accomplishments

- Commenced preparation of FY 2025 UPWP
- Commenced preparation of 2055 MTP UPWP
- Commenced preparation of Regional Freight Plan Update
- Executed 2050 MTP – Amendments, Transit Capital Program of Projects (POP), updated Performance Measures to align with 2050 Transportation Goals and Congestion Management System (CMS)
- FY 2024-2033 Transportation Improvement Program Adoption
- Established Performance-Based Planning – Safety and Public Transit Performance Measures
- Updated Title VI FHWA Monitoring report & Title VI FTA Monitoring report
- Awarded GDOT FY 2024 Planning Grant

- Submitted GDOT FTA 5303 Planning Grant application for FY 2025
- Submitted FTA 5310 grant application & administrative and grant management
- Completed Regional Transportation System Database – socioeconomic data and traffic/travel data, and Growth Trends Report
- Updated Online Interactive Public Forum – ARTS TIP/MTP Interactive Transportation Projects
- Completed the ARTS Traffic Safety Improvement Report – semi-annual update
- Updated the list of Administrative Modifications in TIP and MTP
- Completed FY 2025 Annual Obligated Projects
- Completed the 2022 Bike and Pedestrian Plan Update
- Completed the Envision Augusta Comprehensive Plan 5 Year - Update
- ARTS MPO Transit Feasibility Study and Implementation Action Plan report
- ARTS MPO Environmental Protection Agency (EPA) Path Forward report

## 10. Other Planning Studies Underway or Recently Completed

ONGOING AND FUTURE PLANNING STUDIES FOR THE ARTS AREA		
NAME	DESCRIPTION	DATE COMPLETED/ADOPTED
Regional Freight Plan Update	The ARTS MPO solicited Metro Analytics, Inc. to develop the Augusta Regional Freight Profile. The update will reassess the existing freight plan (2008 Augusta Regional Freight Profile) as well as address the current and future freight volumes, bottlenecks, and potential solutions.	Work started in FY 2024 and will end in FY 2025; expected to be completed on or before November 2024.
Special Studies – 2055 Metropolitan Transportation Plan update	The ARTS MPO will solicit consultants to develop the 2055 MTP. MPO staff will update SE data for the regional travel model; and procure consultants.	Work will be performed in FY 2024 and 2025; expected to be completed on or before September 2025
Special Studies – Congestion Management Process Update	Augusta Planning and Development Department (APDD) will solicit consultants to update the CMP, conduct the CMP Monitoring Report, and develop a Project Prioritization Process.	The project will begin in FY 2024 expected to be completed in January 2026

# WORK ELEMENT 1 – ADMINISTRATION

## TASK 1.1 - Program Coordination

**Purpose:** Complete all the basic activities needed to coordinate the work of ARTS participants and ensure compliance with all federal and state requirements.

### Previous Work

1. Coordinated work among study participants, governments, and citizens; including agenda items for ARTS South Carolina Policy Subcommittee.
2. Updated and monitored staff work program for APDD to reflect UPWP tasks.
3. Organized ARTS Committee agenda and meetings.
4. Prepared minutes for the CAC, TCC, and PC meetings held bi-monthly.
5. Approved meeting minutes from previous meetings and approval during each meeting.
6. Updated the TCC, CAC, and PC bylaws and membership lists.
7. Updated the meeting calendar, current TIP, and UPWP.
8. Created and disseminated newsletters for existing and new committee members.
9. Prepared and submitted progress reports with quarterly requisitions and a year-end progress report for reimbursement.

**FY 2025 Work Activities and Schedule:** Activities under this work element include, but are not limited to the following:

ACTIVITY	EXPECTED COMPLETION DATE
1. Coordinate work among study participants, governments, and citizens.	Monthly & Quarterly FY 2025  Quarterly reports are due on the 15 <sup>th</sup> day following the last day of the month.
2. Monitor the work program schedule.	
3. Provide progress reports to all ARTS committees.	
4. Organize ARTS Committee meetings and prepare minutes of those meetings.	
5. Update the ARTS Policy and Procedures Manual and ARTS committees' membership list.	
6. Travel to meetings with ARTS participants, as well as other transportation-related meetings or conferences.	
7. Amend the transportation planning process in response to changes in federal laws and regulations.	
8. Submit progress reports with quarterly requisitions and a year-end progress report with the final requisition.	
9. Implement a Continuity of Operations Plan (COOP) for ARTS and identify gaps and areas needing improvements to ensure continuous operations in the event of a catastrophe.	Schedule TBD to coincide with County Emergency Management Agency (EMA) training or drills
10. 2024 Financial SEFA Report (Grant Reconciliation)	February 28, 2025
11. Finalize ARTS Memorandum of Understanding	July 2024 – September 2025
12. 2024 TMA Certification Review Desk Audit	July 2024 – October 2024

**Work Schedule:** July 1, 2024 - June 30, 2025

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$48,000.00	\$12,000.00	\$60,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$6,000.00	\$45,000.00	\$51,000.00
ACPDD (SC PL Match)	\$1,500.00	\$11,250.00	\$12,750.00
<b>TOTAL</b>	<b>\$7,500.00</b>	<b>\$56,250.00</b>	<b>\$63,750.00</b>

## TASK 1.2 - Training & Employee Education

**Purpose:** Expand the working knowledge of transportation planning methods, tools, techniques, and procedures of the staff members involved in ARTS activities.

### Previous Work

- Staff participated in conferences and work sessions sponsored by the Georgia Chapter of the American Planning Association (GAPA), the Georgia Association of Metropolitan Planning Organizations (GAMPO) Conference, the Association of Metropolitan Planning Organizations (AMPO), the Georgia Transit Administration Annual and Fall Conferences, and the American Planning Association (APA) Conference.
- Staff also attended workshops and stakeholder meetings sponsored by FHWA, GDOT, SCDOT, FTA, and the bi-annual GAMPO conferences.

### FY 2025 Work Activities and Schedule

- Attend transportation planning-related webinars, seminars, conferences, and meetings as opportunities arise.
- Participate in educational opportunities related to topics covered by other work elements in the UPWP. Examples include GDOT training classes, the annual GAMPO conference and work session, FHWA workshops and National Transit Institute (NTI) training courses, the annual South Carolina MPO/Council of Governments (COG) conference, the annual American Planning Association (APA) Conference – SC Chapter, the Annual Training Conference sponsored by TASC and mandatory continued education for planning staff as required by the South Carolina State Legislature.

ACTIVITY	EXPECTED COMPLETION DATE
1. 2025 Georgia Chapter of APA Fall Conference	Sept/Oct 2024
2. 2025 APA National Conference	April 2025
3. South Carolina American Planning Association Conference	Spring 2025
4. Georgia Association of MPOs Business Meetings and Annual Conference	September 2024/ March 2025
5. Association of Metropolitan Planning Organizations (AMPO) Conference	September 2024
6. Meetings/Workshops with GDOT, SCDOT, and FHWA	On-Going
7. In-house MPO staff training (NHI Courses, ESRI, etc.)	On-Going

**Work Schedule:** July 1, 2024 - June 30, 2025



## COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$44,000.00	\$11,000.00	\$55,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTAL
FHWA (SC PL)	\$0.00	\$6,000.00	\$6,000.00
ACPDD (SC PL Match)	\$0.00	\$1,500.00	\$1,500.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$7,500.00</b>	<b>\$7,500.00</b>

### TASK 1.3 - Unified Planning Work Program

**Purpose:** The Unified Planning Work Program (UPWP) defines all ARTS planning activities undertaken in any fiscal year. The UPWP identifies the various agencies that will perform each activity and determines sources of funding for study activities. This document is prepared in conformance with Federal regulations.

Activities involved in preparing the UPWP include a review of planning issues; the development of goals and objectives to address those issues; and the development of planning programs that coincide with the stated goals and objectives. The planning programs must be assigned to the proper study participants and funding must be secured.

#### Previous Work

1. FY 2025 UPWP was approved on March 21, 2024 (tentatively).
2. Tracked and documented UPWP work activities, budget, and expenses to produce quarterly reimbursement reports and performance reports.

**FY 2025 Work Activities and Schedule:** The following activities will be undertaken by the Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), and Lower Savannah Council of Governments (LSCOG) in developing the UPWP:

ACTIVITIES	EXPECTED COMPLETION DATE
1. Modifications and amendments to the FY 2025 UPWP	As Needed
2. Start Draft of FY 2026 UPWP	September 2024
3. Complete Draft of FY 2026 UPWP	November 2024
4. Submit the draft to Federal, State, and Local agencies for comments	November 2024
5. Incorporate comments from reviewing agencies & other stakeholders	January 2025
6. E-mail revised Draft FY 2026 UPWP to state and federal agencies	January 2025
7. E-mail revised Draft FY 2026 UPWP to CAC/TCC/PC	January 2025
8. CAC /TCC endorses Final FY 2026 UPWP	March 2025
9. PC endorses Final FY 2026 UPWP	March 2025
10. Complete Resolution of Final FY 2026 UPWP	March 2025
11. Endorsement by GDOT	March 2025

ACTIVITIES	EXPECTED COMPLETION DATE
12. Endorsement by FHWA/FTA	April 2025
13. E-Mail Final FY 2026 UPWP to state and federal agencies	April 2025

**Work Schedule:** July 1, 2024 - June 30, 2025

**Product(s):** FY 2026 ARTS Unified Planning Work Program (UPWP)

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$24,000.00	\$6,000.00	\$30,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$800.00	\$2,000.00	\$2,800.00
ACPDD (SC PL Match)	\$200.00	\$500.00	\$700.00
<b>TOTAL</b>	<b>\$1,000.00</b>	<b>\$2,500.00</b>	<b>\$3,500.00</b>

## WORK ELEMENT 2 – PUBLIC INVOLVEMENT

### TASK 2.1 - Community Outreach/Education

**Purpose:** Provide information to ARTS participants and the public about the transportation planning process; respond to requests for information from the public; and foster valuable public input into all transportation plans, programs, and projects.

Public involvement is an integral part of the success of the regional transportation planning process. The ARTS Public Participation Plan was adopted by the Policy Committee on June 4, 2007, and amended on September 6, 2012, December 7, 2017, and July 22, 2021. The Plan guides community outreach, education, and public input into the regional transportation planning process. It also includes the steps to be taken to consult with other interested parties that have a stake in the transportation planning process. A variety of outreach and educational techniques are employed to obtain public input including, but not limited to, publicizing proposed changes to ARTS documents through multiple media platforms.

#### Previous Work

1. Distributed ARTS meeting agendas to stakeholders and all area media outlets.
2. Responded to requests for information/interviews from media outlets (print, TV, and radio).
3. Provided regular feedback to CAC on issues and concerns
4. Provided opportunities for public involvement for reviews and comments on amendments to the TIP and MTP per the procedures in the ARTS Public Participation Plan.
5. Published and distributed the ARTS newsletter.
6. Distributed ARTS information at other public meetings.
7. Updated the MPO website regularly with information on ARTS meetings, plans, and special studies.
8. Provided technical support to the TCAC of Augusta Transit.
9. Evaluated the effectiveness of existing public involvement techniques.
10. Responded to requests for information from the public and other stakeholders.
11. Completed four (4) public meetings for the FY 2024-2033 TIP.

**FY 2025 Work Activities and Schedule:** During this program year, the MPO staff will implement the strategies in the ARTS Participation Plan. Anticipated public outreach opportunities include the following:

ACTIVITIES	EXPECTED COMPLETION DATE
1. Public comment periods for amendments and the annual update of the TIP. Prepare meeting summaries and respond to public questions.	As Needed
2. ARTS Newsletter publication and dissemination.	Bi-Annually
3. Placement of ARTS MPO documents in local libraries in the study area as reference periodicals.	On-Going
4. Prepare public notices, flyers, press releases, and posters for public review /comment periods. Web site updates – Public meeting materials and Online Interactive Public Forum – ARTS TIP/MTP Interactive Transportation Projects.	As Needed

**Work Schedule:** July 1, 2024 - June 30, 2025

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

<b>GEORGIA</b>	<b>FHWA (GA PL)</b>	<b>APDD (GA PL Match)</b>	<b>TOTALS</b>
	\$28,000.00	\$7,000.00	<b>\$35,000.00</b>

<b>SOUTH CAROLINA</b>	<b>APDD</b>	<b>ACPDD</b>	<b>TOTALS</b>
FHWA (SC PL)	\$2,000.00	\$5,000.00	<b>\$7,000.00</b>
ACPDD (SC PL Match)	\$500.00	\$1,250.00	<b>\$1,750.00</b>
<b>TOTAL</b>	<b>\$2,500.00</b>	<b>\$6,250.00</b>	<b>\$8,750.00</b>

## WORK ELEMENT 3 – TRANSPORTATION DATA COLLECTION AND ANALYSIS

### TASK 3.1 - Socioeconomic Data/Environmental Justice

**Purpose:** Maintain a comprehensive, current socioeconomic database for the transportation planning process. Activities under this work element will focus on maintaining and updating the socioeconomic data needed for the ARTS travel demand model and the provision of essential services to all under-served populations.

The socioeconomic characteristics used in the ARTS travel demand model will be updated and major land-use data will be analyzed to track changes to Traffic Analysis Zone (TAZ) centroids. Environmental Justice (EJ) data is used to assess the impact of transportation projects on all under-served populations. The basic socioeconomic data is aggregated at the traffic zone level. EJ data will be aggregated at the census tract level. The MPO, with assistance from Columbia County, Georgia, will continue to maintain the data for the Georgia portion of the study area. Aiken County and the LSCOG, with assistance from ARTS staff, will maintain the data for the South Carolina portion of the ARTS area. GDOT will continue to maintain the ARTS travel demand model.

#### Previous Work

1. Requested and compiled annual socioeconomic data estimates, at the county and pertinent city level.
2. Initiated developing a regional GIS database of available data resources for transportation planning.
3. Collected new business licenses, construction permits, and school enrollment data to track employment and retail/commercial and non-retail traffic generators.

**FY 2025 Work Activities and Schedule:** Activities under this work element focus on the socioeconomic data used and entered into the ARTS travel demand model.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Estimate the updated population and housing based on building permit data. Specific dates are July 1st and January 1st.	On-Going
2. Collect educational institution (i.e., school, college, etc.,) enrollment and employment figures and allocate them to TAZs.	March 2025
3. Collect the latest employment estimates and allocate them to TAZs based on known/observed trends.	April 2025
4. Compile the latest Median Household Income Level estimates at the TAZ level.	April 2025
5. Assess the impact of transportation projects on all under-served populations.	As Needed
6. Update, implement, and monitor the EJ Plan through GIS data analysis and conduct the benefits/burden analysis relative to transportation improvement projects and capital public transit projects implemented within the MPO area.	April 2025
7. Produce ARTS MPO Annual Growth Trends Report	April 2025

**Work Schedule:** July 1, 2024 - June 30, 2025

#### Product(s):

1. Annual Population and Land Development Growth Trends Report.
2. Updated Socioeconomic demographic data by TAZ for 2055 MTP Update

## COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$24,000.00	\$6,000.00	<b>\$30,000.00</b>

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$1,200.00	\$2,400.00	<b>\$3,600.00</b>
ACPDD (SC PL Match)	\$300.00	\$600.00	<b>\$900.00</b>
<b>TOTAL</b>	<b>\$1,500.00</b>	<b>\$3,000.00</b>	<b>\$4,500.00</b>

## TASK 3.2 - Land Use Monitoring

**Purpose:** Maintain a current land use database for transportation planning processes. The land use information is useful in the annual update of socioeconomic estimates for the study areas.

### Planning Factors

1. Increase the safety of the transportation system for motorized and non-motorized users;
2. Increase the security of the transportation system for motorized and non-motorized users;
3. Protect and enhance the environment; promote energy conservation; improve the quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns;
4. Promote efficient system management and operation;
5. Emphasize the preservation of the existing transportation system; and,
6. Improve transportation system resiliency and reliability; reducing (or mitigating) the stormwater impacts of surface transportation.

### Previous Work

1. Tracked changes in land use based on the review of subdivision plans, site plans, zoning cases, and building permit activity.
2. Updated socioeconomic data estimates.
3. Continued to compile and update a spatial data analysis for changes in current land use (rezoning), and certificates of occupancy for residential and commercial development.

**FY 2025 Work Activities and Schedule:** The activity under this work element will include an inventory of present land uses and an examination of future land use trends as necessary to integrate with the transportation planning process.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Updated zoning and land use GIS data collected from regional partners. Previous year data archived.	January - March, 2025

ACTIVITIES	EXPECTED COMPLETION DATE
2. Update, implement, and monitor the EJ Plan through GIS data analysis and conduct the benefits/burdens analysis relative to transportation improvement projects and capital public transit projects implemented within the MPO area.	April 2025
3. Consolidate data into a single regional land use GIS layer.	April 2025

**Work Schedule:** July 1, 2024 - June 30, 2025

**Product(s)**

1. GIS map shape files (all maintained in the transportation system database) and, the Augusta Data Enterprise.
2. 2025 Comprehensive Plan

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$20,000.00	\$5,000.00	<b>\$25,000.00</b>

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$0.00	\$5,200.00	<b>\$5,200.00</b>
ACPDD (SC PL Match)	\$0.00	\$1,300.00	<b>\$1,300.00</b>
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$6,500.00</b>	<b>\$6,500.00</b>

### TASK 3.3 - Transportation Surveys, Models and Analysis

**Purpose:** To promote and encourage traffic safety throughout the ARTS area. To compile and distribute historical and current crash statistics and other data related to traffic safety to the public at large and state and local officials responsible for traffic and transportation safety.

#### Previous Work

1. Compiled the most current crash data for Aiken, Columbia, Edgefield, and Richmond Counties.
2. Created frequency diagrams and prepared maps for the Traffic Safety Improvement Report (TSIR)
3. Coordinated with GDOT, SCDOT, and the South Carolina Department of Public Safety (SCDPS) in collecting data for crash analysis.
4. Updated a regional GIS map of traffic crash locations.

**FY 2025 Work Activities and Schedule:** This work element will be integrated with MTP, Performance-Based Planning, CMP, and TIP.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Data collection for TAZ and 2055 MTP	September 2024
2. Gather crash data from GDOT and SCDPS	September 2024
3. Update Traffic Crash Data Analysis Report	September 2024
4. Sort and compile data into the required format	September 2024
5. Prepare GIS maps to be used in the report	October 2024
6. Prepare a draft Traffic Crash Data Analysis Report	November 2024
7. Present results of the Traffic Crash Data Analysis Report to ARTS committees	January 2025
8. Prepare and publish the final Traffic Crash Data Analysis Report	February 2025

**Work Schedule:** July 1, 2024 - June 30, 2025

#### Product(s)

1. ARTS TSIR based on the most current available crash data.
2. Regional GIS map of traffic crash locations and intersections with annual report.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$28,000.00	\$7,000.00	\$35,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$400.00	\$2,400.00	\$2,800.00
ACPDD (SC PL Match)	\$100.00	\$600.00	\$700.00
<b>TOTAL</b>	<b>\$500.00</b>	<b>\$3,000.00</b>	<b>\$3,500.00</b>



### TASK 3.4 - Environmental Justice / Title VI

**Purpose:** Identify residential, employment, and transportation patterns for access to essential services for all underserved populations, as defined under Executive Order 12898 and Title VI of the 1964 Civil Rights Act, and address those needs by increasing the partnerships with the organizations that serve them. The Title VI complaint process has been adopted by ARTS and AT. This ensures all individuals the rights and opportunities of those who wish to participate in the department's programs, are given an equal opportunity to participate and/or receive departmental services or benefits. ARTS and AT jointly updated the Title VI Program for Augusta Georgia to comply with FTA regulations and guidance of (49 CFR part 21) per Circular FTA C4702.1 B issued October 1, 2012.

#### Previous Work

1. Staff worked with the Augusta, GA - Office of Compliance to monitor the implementation of the Self-Evaluation and Transition Plan (SETP) relating to transportation and public transit facilities.
2. Compiled and monitored data and information for EJ Analysis.
3. Developed updates to profile and analysis of different demographic groups based on ethnicity, race, income, disability status, and age, etc.
4. Completed the Title VI Questionnaire required by GDOT

#### FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. FY 2025 Post ARTS studies and reports (e.g. UPWP, TIP, CMP, updates to demographic data and GIS spatial maps) on the MPO website	December 2024 & July 2025
2. Title VI Questionnaire required by GDOT	November 2024
3. Public meeting advertisements and MPO announcements translations (Korean and Spanish).	As Needed

**Work Schedule:** July 1, 2024 - June 30, 2025

#### Product(s)

1. Title VI Questionnaire required by GDOT
2. Update Title VI Monitoring Report

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$24,000.00	\$6,000.00	\$30,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$0.00	\$2,400.00	\$2,400.00
ACPDD (SC PL Match)	\$0.00	\$600.00	\$600.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$3,000.00</b>	<b>\$3,000.00</b>

## TASK 3.5 - GIS Development & Applications

**Purpose:** Continue the development and maintenance of GIS data and ARTS websites in support of transportation planning activities.

### Previous Work

1. Digital and hard-copy maps were created for use in transportation planning and analysis, internal and external meetings, and reports.
2. Existing geospatial and tabular data was updated and used to support performance-based planning related to all modes of travel, congestion management, land-use and transportation data monitoring, traffic safety, bicycle and pedestrian safety, and public transit.
3. Created new geospatial and tabular data to support planning and analysis.
4. Reorganization of the ARTS geodatabase commenced which will consolidate existing geospatial and tabular data into a single database while incorporating new data into the same location.
5. Updated existing ARTS transportation project online map.
6. Met with Augusta IT-GIS staff to discuss the creation of a new ARTS website which features new interactive online maps and dashboards.
7. Enhanced GIS knowledge by utilizing courses offered by ESRI.
8. Increased knowledge of census tools and data through webinars offered by the U.S. Census Bureau.

### FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Create maps for use in transportation planning and analysis.	On-Going
2. Continue redesign of ARTS geodatabase, which contains geospatial and tabular data necessary for mapping and analysis related to construction projects, congestion management, traffic safety, bicycle and pedestrian safety, public transit, freight, and socioeconomic studies.	On-Going
3. Update existing geospatial and tabular data as required for planning and analysis.	FY 2025
4. Create/collect new geospatial and tabular data as required for planning and analysis.	On-Going
5. Update existing geospatial and tabular data as required for planning and analysis.	On-Going
6. Update the existing ARTS transportation project online map.	As needed
7. Purchase computer equipment and software to support transportation planning functions and work tasks.	As needed
8. Update maps based on designated urbanized areas from the 2020 Census.	July 2024
9. Update maps based on the designated Metropolitan Planning Area.	July 2024

**Work Schedule:** July 1, 2024 - June 30, 2025

### Product(s)

1. New and updated digital and hard-copy maps for use in the transportation planning process, internal and external meetings, and publications.
2. New and updated geospatial data in a redesigned geodatabase for use in transportation planning and analysis, including MTP and TIP project locations, CMP corridors, traffic safety, freight, public transit, and bicycle/pedestrian studies.
3. New and updated socioeconomic data for use in transportation planning and analysis.
4. Redesigned website with new online maps and dashboards.
5. Update the ARTS transportation project interactive online map.

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$32,000.00	\$8,000.00	<b>\$40,000.00</b>

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$0.00	\$40,000.00	<b>\$40,000.00</b>
ACPDD (SC PL Match)	\$0.00	\$10,000.00	<b>\$10,000.00</b>
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$50,000.00</b>	<b>\$50,000.00</b>

# WORK ELEMENT 4 - TRANSPORTATION SYSTEM PLANNING

## TASK 4.1 – Metropolitan Transportation Plan

**Purpose:** Maintain updates of the ARTS MTP per transportation planning regulations.

The work activities and products in this work element will be coordinated with Work Elements: 2.1 Community Outreach, 3.3 Transportation Surveys, Model and Analysis, 3.5 - GIS Development and Applications, 4.2 - Congestion Management Process, 4.3- Intermodal Planning, and 6.1- Performance-Based Planning.

**Previous Work:**

1. Updating ARTS 2050 MTP based on amendments, performance targets, financial constraint analysis, and newly identified transportation projects and programs.
2. Procured consultant began updating the 2055 MTP based on recommendations in special studies such as corridor plans, and public transit plans completed during FY 2020 through FY 2024.
3. Staff continued to develop a regional transportation system GIS database to support all transportation planning work tasks.

**FY 2025 Work Activities and Schedule:** Any updates and amendments to the 2050 MTP for new transportation projects and/or funding will be considered at the appropriate time during FY 2025. The completion dates in the table below represent dates presented to ARTS PC for approval or adoption.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Updates and amendments to the 2050 MTP for new transportation projects, Program of Projects (POP), funding and performance measures, and targets.	As Needed
2. Update Performance Measures to align with 2050 MTP Goals and Objectives.	As Needed
3. Update the List of Amendments and Administrative Modifications to MTP.	As Needed
4. Identify stakeholders with bicycle/active transportation interests.	On-Going

### 2055 Metropolitan Transportation Plan Update – Consultant Services

The purpose of the MTP is to promote a safe and efficient transport system to serve future year transportation needs. To meet this objective the MTP must be the result of a continuing, cooperative, and comprehensive (3C) transportation planning process. The MTP as a comprehensive performance-based multimodal transportation plan for the ARTS area documents and assesses multimodal transportation facilities, services, financial, and policy needs for 25 years (2025 – 2055). Work activities and schedule presented below will be completed by a consultant and show activities that begin in FY 2024 and will conclude in FY 2025. The 2055 MTP is required to be adopted by September 2025.

**Previous Work:**

1. ARTS Committee's approval of GAMPO Application – March 2023
2. Submit Application and PC Resolution to GAMPO PL Committee – March 2023
3. March 2023 GAMPO Presentation/Award – June 2023
4. Augusta Commission Accept Grant – June 2023
5. 2055 MTP Contract routed via DocuSign – March 2024
6. Procurement process started – April 2024
7. RFQ Submission /Consultant Selection - June 2024

**FY 2025 Work Activities and Schedule:**

1. Augusta Commission Accept Consultant / Contract Signatures	June – August 2024
2. Consultant and MPO project management	August 2024 – September 2025

3. Task #1: Project Administration/Project Kick-Off	August 2024
4. Task #2: Public Involvement, Education, and Outreach (Part 1)	September – October 2024
5. Task #3: Data Collection and Development	September 2024 – February 2025
6. Task #4: Public Involvement, Education and Outreach (Part 2)	February – March 2025
7. Task #5: Refine Goals, Objectives, and Measures of Effectiveness/Performance Indicators	April – May 2025
8. Task #6: Year 2055 Transportation Needs Assessment/Plan	June 2025
9. Task #7: Financial Resources and Feasibility Plan	July 2025
10. Task #8: Document Preparation, Draft 2055 MTP and Final 2055 MTP	August 2025
11. TCC & CAC Review and Adopt Final 2055 MTP	September 4, 2025
12. Policy Committee Review and Adopt Final 2055 MTP	September 19, 2025
13. Consultant submits final report and contract closeout	September 27, 2025

**Product(s)**

- Technical Report #1: Public Participation Strategy, Process and Outcomes
- Technical Report #2: Document review of data about the ARTS multimodal transportation system
- Technical Report #3: Description of the development of goals, objectives, and measures of effectiveness/performance indicators
- Technical Report #4: Robust project prioritization tool/process
- Technical Report #5: Transportation Needs Assessment/Plan
- Technical Report #6: Financial plan which includes a fiscally constrained project list for the final preferred scenario

**Work Schedule:** July 1, 2024- September 30, 2025

**Responsible Agencies:** Augusta Planning and Development Department (APDD)

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	FHWA (GA PL) – GAMPO	APDD (GA PL Match) – GAMPO	TOTALS
	\$46,400.00	\$11,600.00	\$280,000.00	\$70,000.00	<b>\$408,000.00</b>

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$800.00	\$4,800.00	<b>\$5,600.00</b>
ACPDD (SC PL Match)	\$200.00	\$1,200.00	<b>\$1,400.00</b>
ACPDD (SC PL Match) – GAMPO	<b>\$0.00</b>	\$200,000.00	<b>\$200,000.00</b>
<b>TOTAL</b>	<b>\$1,000.00</b>	<b>\$206,000.00</b>	<b>\$207,000.00</b>

**TASK 4.2 - Congestion Management Process**

**Purpose:** To implement existing congestion mitigation strategies and projects identified in the 2024 CMP Update, MTP, and ARTS Travel Demand Model. This work element will be integrated with Performance-Based Planning.

CMP is an integral transportation planning task in the ARTS planning area. The purpose of the ARTS CMP is to document traffic congestion on major transportation corridors in the study area; identify and implement strategies for reducing or eliminating the congestion, and track and/or program the implementation of congestion mitigation projects. Activities under this work element will include completing the annual traffic congestion data collection and spatial analysis of travel data using the National Performance Management Research Data Set (NPMRDS) and/or HERE data.

**Previous Work:**

1. Coordination with ARTS partners to create the scope of services and GAMPO application for the 2024 CMP.
2. 1<sup>st</sup> round of required presentations to ARTS committees in January 2024.
3. GAMPO application submitted to GAMPO PL committee in March 2024 pending signed PC resolution.
4. GAMPO PL committee approved the CMP application on March 25, 2024 pending a signed resolution from the Policy committee.
5. 2<sup>nd</sup> round of required presentations to ARTS committees in May 2024.
6. Signed resolution submitted to GAMPO PL committee May 16, 2024.

**FY 2025 Work Activities and Schedule:** The MPO will solicit professional consultant(s) to update the CMP and its integration with performance-based planning and the Metropolitan Transportation Plan to meet federal requirements related to the CMP.

ACTIVITIES	EXPECTED COMPLETION DATE
1. RFQ Development and Finalization	July 2024
2. Consultant Selection via Procurement Process	August 2024 – December 2024

**Work Schedule:** July 1, 2024 - June 30, 2025

**Product(s):** Complete travel time validation surveys for the ARTS CMP; publish the annual ARTS CMP Report; implement specific congestion management strategies identified in the CMP Report; Update Transportation System GIS Database, traffic volume GIS Map, and current year LOS analyses.

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$46,400.00	\$11,600.00	<b>\$58,000.00</b>

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$800.00	\$3,200.00	<b>\$4,000.00</b>
ACPDD (SC PL Match)	\$200.00	\$800.00	<b>\$1,000.00</b>
<b>TOTAL</b>	<b>\$1,000.00</b>	<b>\$4,000.00</b>	<b>\$5,000.00</b>

**TASK 4.3 - Intermodal Planning (Regional Freight Plan Update)**

**Purpose:** To incorporate bicycle, pedestrian, public transit, freight, and non-motorized transportation planning activities into the overall ARTS transportation planning process. To implement projects that resolve conflicts between modes of

transportation, such as rail/highway conflicts, and projects that improve connections and travel alternatives among modes of transportation.

This work element will be used to foster a transportation system that accommodates bicycle, pedestrian, public transit, freight, and other non-motorized means of transportation. Activities under this work element will focus on evaluating the highway and rail conflicts in the ARTS area; addressing the efficient movement of freight; identifying possible solutions to problem locations related to intermodal connections and improving safety for non-motorized travel.

Through the implementation of the Regional Bicycle and Pedestrian Plan, the ARTS transportation system will be more intermodal. This plan will prioritize proposed projects based on numerous factors identified by local stakeholders. The plan recommends local governments strengthen policies related to:

1. Bicycle paths and parking
2. Pedestrian facilities
3. Regional connectivity
4. Bicycle and Pedestrian Safety and Educational Outreach

The implementation of the Regional Bicycle and Pedestrian Plan will be pursued by ARTS MPO committees as projects in the TIP progress through preliminary engineering and all subsequent phases of work during the project implementation.

#### **Previous Work**

1. Develop Scope Regional Freight Plan Scope of Services and RFQ – December 2022
2. ARTS Committees review of GAMPO Application – February 2023
3. MPO Partner/GDOT/FHWA Application Review – February 2023
4. ARTS Committees approval of GAMPO Application – March 2023
5. March 2024 GAMPO Presentation/Award – March 2023
6. Augusta Commission Accept Grant –May 2023
7. Consultant Selection – October 2023
8. Project kickoff November 15, 2023

ACTIVITIES	EXPECTED COMPLETION DATE
1. Task 1 – Project Management	November 2023 – October 2024
2. Task 2 – Existing Conditions Inventory and Profiles Analysis	November 2023 – May 2024
3. Task 3 – Stakeholder Involvement / Freight Advisory Committee	November 2023 – October 2024
4. Task 4 – Freight Project Identification	July 2024
5. Task 5 – Freight Project Evaluation / Project Feasibility	July 2024 – September 2024
6. Task 6 – Draft and Final Freight Report	July 2024 – October 2024
7. TCC & CAC Approval of the Final Regional Freight Plan	November 6, 2024
8. Policy Committee Adoption of the Final Regional Freight Plan	November 21, 2024
9. Consultant submits final report and contract closeout	November 22, 2024

**Work Schedule:** July 1, 2024 - June 30, 2025

#### **Product(s)**

1. ARTS Regional Freight Plan Update completed by Metro Analytics, Inc. ARTS staff will use intermodal task funds to assist the selected consultant with public outreach and administrative support.

#### **COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	FHWA (GA PL) – GAMPO	APDD (GA PL Match) – GAMPO	TOTALS
	\$44,800.00	\$11,200.00	\$240,000.00	\$60,000.00	<b>\$356,000.00</b>

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$400.00	\$3,200.00	<b>\$3,600.00</b>
ACPDD (SC PL Match)	\$100.00	\$800.00	<b>\$900.00</b>
ACPDD (GAMPO Match)	\$0.00	\$80,000.00	<b>\$80,000.00</b>
<b>TOTAL</b>	<b>\$500.00</b>	<b>\$84,000.00</b>	<b>\$84,500.00</b>



## TASK 4.4 - Air Quality

**Purpose:** To monitor relevant air quality data and regulations, restart and coordinate the work of the CSRA Air Quality Alliance (or other regional/local air quality advocacy nonprofit organization), help implement local and regional air quality initiatives, keep local stakeholders informed about air quality issues and participate in air quality training.

ARTS will focus work on efforts to improve Air Quality by increasing access to public transit, connecting public transit to bicycle paths installing bicycle racks in activity centers, and linking public transit to park-and-ride lots throughout the region. Rideshare and carpool programs are being researched to promote and market to regional businesses and universities.

**Previous Work:** ARTS staff will continue to monitor and dialogue with industry leaders, regional, state, and local government officials, local school officials, the Bureau of Air Quality with the South Carolina Department of Health and Environmental Control (SCDHEC), local Chambers of Commerce, Economic Development Agencies, and local citizens to stay abreast of and disseminate pertinent information regarding air quality and regional initiatives. Other types of activities undertaken by ARTS staff include:

1. Maintained the ARTS website and updated information about Air Quality from SCDHEC.
2. Distributed Air quality information at special events in the Augusta-Aiken area.
3. Attended, coordinated, and hosted periodic meetings discussing air quality issues.
4. Continued to monitor air quality data and changes in federal air quality regulations.
5. Provided ARTS committees and other stakeholders with regular updates on the Air Quality Alliance and air quality issues and initiatives.
6. Disseminated information on air quality issues and tips for improving air quality through the ARTS newsletter and the ARTS website.
7. ARTS MPO Environmental Protection Agency (EPA) Path Forward report

ARTS staff will attend state Air Quality Summits conducted by SCDHEC and share best practices with other Air Quality Alliances/advocacy groups. These best practices include ways to promote alternative transportation options and energy conservation such as:

1. Carpooling, ridesharing, combining trips, and limiting unnecessary trips;
2. Trip-chaining or combining errands to reduce the daily number of trips;
3. Keeping personal motor vehicles properly maintained, tires properly inflated, and saving electricity;
4. Walking or riding a bike on short trips and avoid driving during peak hours;
5. Don't drive above the speed limit; and, using public transit

### **FY 2025 Work Activities and Schedule:**

ACTIVITIES	EXPECTED COMPLETION DATE
1. ARTS staff will explore participation in the Environmental Protection Agency (EPA) Advance Program (EPA Region 4) to position the region to remain in attainment.	December 2024
2. Prepare a Technical Memorandum on the Review of the EPA Advance Program and ARTS Action steps.	December 2024
3. Participate in local and regional air quality initiatives and activities	On-Going
4. Pursue viable air quality initiatives made available throughout the fiscal year to Aiken County by the SCDHEC	On-Going
5. Monitor relevant air quality data	On-Going

6. Coordinate the work of a localized air quality advocacy group	On-Going
7. Monitor developments related to federal air quality regulations and requirements	On-Going
8. Attend air quality training workshops	On-Going
9. Work with other stakeholders to maintain an air quality action plan and disseminate information to stakeholders in the study area	On-Going

**Work Schedule:** July 1, 2024 - June 30, 2025

#### **COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$28,000.00	\$7,000.00	\$35,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$1,600.00	\$3,600.00	\$5,200.00
ACPDD (SC PL Match)	\$400.00	\$900.00	\$1,300.00
<b>TOTAL</b>	<b>\$2,000.00</b>	<b>\$4,500.00</b>	<b>\$6,500.00</b>

## TASK 4.5 – Complete Streets

**Purpose:** To incorporate complete street planning activities into the ARTS transportation planning process. This work element will be used to focus on examining policies, regulations, and multimodal safety improvement strategies that help to integrate complete street elements into the planning and design of future roadway safety improvement projects in the ARTS planning area. The goal of this work element is to promote the practice of complete street elements in the design, construction, and operation of safe roads to increase safety and accessible options for travelers of all ages and abilities who use the street network in the ARTS MPO area.

**Previous Work:**

1. ARTS Staff continued work on monitoring current complete street policies and regulations.
2. The ARTS MPO produced a technical report, that explored the fundamentals of Complete Streets Policies, and the importance of how completing street guidelines to support multimodal transportation planning for cities across the U.S.

**FY 2025 Work Activities and Schedule:**

ACTIVITIES	EXPECTED COMPLETION DATE
1. Monitor developments related to federal Complete Street Policies and Regulations	Ongoing
2. Attend Complete Street policy training workshops and webinars	Ongoing
3. Performance-Based Project Evaluation- collect and analyze traffic safety data of pedestrian and bicycle safety improvement projects included in the ARTS MPO current Metropolitan Transportation Plan (MTP) and TIP to assess safety improvements	Ongoing
4. Collect and analyze traffic crash reports (vehicle, bike, and pedestrian) and traffic safety conflicts for non-motorized users at arterial roadways	Ongoing
5. GIS Map Audit of existing bike infrastructure	Ongoing
6. Collect and analyze data on the number of transit stops accessible to sidewalks/ curb ramps	Ongoing
7. Review transit system automated passenger count data report of annual passenger boarding and a light count at existing fixed-route transit stop service areas	Ongoing
8. Development of a Complete Streets prioritization plan that identifies a specific list of Complete Streets projects to improve the safety, mobility, or accessibility of a street;	As needed
9. Complete Streets Policy Technical Report	January 31, 2025

**Work Schedule:** July 1, 2024 –June 30, 2025

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Federal Highway Administration – GA (FHWA GA), and Georgia Department of Transportation (GDOT).

GEORGIA	FHWA (GA SA PL Y410 Funding)	APDD (GA PL Match)	TOTALS
	\$12,276.05	\$0.00	\$12,276.05

SOUTH CAROLINA	USDOT (SC PL)	ACPDD (SC PL Match)	TOTALS
	\$36,000.00	\$0.00	\$36,000.00

## WORK ELEMENT 5 - SPECIAL TRANSPORTATION STUDIES

### TASK 5.1 – Georgia Avenue Traffic Calming and Pedestrian Access

**Purpose:**

- Continue new connections to pedestrian and multimodal facilities from the bridge replacement on Georgia Avenue/15<sup>th</sup> Street
- Create detailed plans for the implementation of traffic calming and pedestrian access on Georgia Avenue
- Determine needs to connect to surrounding land uses and important local landmarks.

**Overview:** GDOT has initiated the replacement of the Georgia Avenue/15th Street Bridge. As one of the most important gateways into not only North Augusta but also into Aiken County and South Carolina, the city must connect proposed improvements through the North Augusta downtown area. The projects will include, at a minimum, traffic calming, recommendations for on-street parking, and recommendations for improved pedestrian and multimodal accommodations in downtown North Augusta.

**Termini:** The area for the study is Georgia Avenue through the North Augusta Downtown area from the Savannah River to Martintown Road.

**Product(s):**

1. Detailed project plans for specific improvements along SCDOT and local right-of-ways.
2. Ranking of projects based on cost, effort, impact, and feasibility.
3. Identification of alternative funding sources, if available.

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** North Augusta Planning and Development Department (NAPDD)

FUNDING SOURCE	NAPDD	TOTALS
FHWA (SC PL)	\$56,000.00	\$56,000.00
NAPDD (SC PL Match)	\$14,000.00	\$14,000.00
<b>TOTAL</b>	<b>\$70,000.00</b>	<b>\$70,000.00</b>

## TASK 5.2 – North Augusta Unified Transportation Plan

**Purpose:** The purpose of the Unified Transportation Plan is to prepare the City of North Augusta to better accommodate both recent development and proposed development in a systematic way for the entire City and surrounding communities. This study proposes to incorporate several recently completed transportation plans and studies to bring large-scale studies to the city scale. The city believes that the inclusion of multi and inter-modal planning is needed to support and accommodate preferred development patterns. In addition to determining the potential growth, traffic flow, safety, multimodal mobility, and transportation infrastructure needs for short and long-term improvements, important study themes include the following:

1. Reduce/mitigate congestion and improve traffic safety
2. Increase mobility during peak travel times
3. Optimize the relationship between land use and transportation
4. Determine the location and feasibility of other multimodal systems and connections
5. Evaluate existing and future travel
6. Analyze the need and location for intersection improvements

This work task's purpose is to hire consultants to conduct the study. The project will include but not be limited to land use development policies, identify access management practices, traffic analysis, capacity analyses, micro-simulation modeling, signal warrants, and concept drawings suitable for presentations to stakeholders, business and property owners, local and state elected officials, and the public. This study will produce recommendations for transportation improvement projects to present to the ARTS MPO committees and SCDOT, as identified.

**Study Area:** The scope of the study is the City of North Augusta.

**Product(s):**

1. Unified Transportation Plan outlining the goals and objectives important to the implementation of the plan.
2. A list of potential development regulation practices for continued management of the outlined goals and objectives of the plan.
3. A list of realistic and actionable projects for inclusion in ARTS MPO and SCDOT improvement plans. These projects should be both long and short-range projects.
4. Prioritization of these projects.
5. Identification of funding sources for individual projects.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** North Augusta Planning and Development Department (NAPDD)

FUNDING SOURCE	NAPDD	TOTALS
FHWA (SC PL)	\$80,000.00	\$80,000.00
NAPDD (SC PL Match)	\$20,000.00	\$20,000.00
<b>TOTAL</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>

## TASK 5.3 – Gateway Study

### Purpose:

- Evaluate intersection for improvements related to recent traffic changes
- Evaluate aesthetic improvements
- Create detailed project lists and estimates and rank priority for implementation

**Overview:** With the recent closure of the Fifth Street Bridge to vehicle traffic, the city proposes to evaluate the effectiveness of the US 278 intersection in and around US 278. The project will review the operation of the intersection, access to and from local subdivisions and associated multi-use connections, and an evaluation of uses for the former Sand Pit Road Extension. Furthermore, the study will evaluate the US 278/Martintown Road/Buena Vista Boulevard intersection. Analysis of the intersection shall include a review of previous concepts, propose any needed updates, include connection to multi-modal improvements, and an evaluation of aesthetic improvements at the intersection.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** North Augusta Planning and Development Department (NAPDD)

FUNDING SOURCE	NAPDD	TOTALS
FHWA (SC PL)	\$80,000.00	<b>\$80,000.00</b>
NAPDD (SC PL Match)	\$10,000.00	<b>\$10,000.00</b>
ACPDD (SC PL Match)	\$10,000.00	<b>\$10,000.00</b>
<b>TOTAL</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>

### Product(s):

1. Detailed recommendations for specific improvements along SCDOT and local right-of-ways.
2. Ranking of projects based on cost, effort, impact, and feasibility.
3. Identification of alternate funding sources, if available.

## TASK 5.4 – Five Notch Corridor Study

### Purpose:

- Evaluate corridor for improvements related to congestion management, potential profile upgrades, multi-modal access, and safety
- Identify intersections in need of improvements
- Create detailed estimates and rank priority for implementation

**Overview:** Five Notch Road has become a significant corridor as the city continues to grow. With access to the North Augusta Greenway and several proposed developments, the impacts on the corridor will only increase over time. This has resulted in increased safety and multi-modal demands for this corridor. This plan proposes a holistic review of the operation of the road, including provision for pedestrian and bicycle uses and the challenges associated with improving the road. The projects will include a review of existing and potential safety conflicts, intersection redesign, potential widening and profile revisions, and recommendations for improved pedestrian and multi-modal accommodations. These recommended projects will be estimated and ranked.

**Termini:** The area for the study is the length of Five Notch Road from Georgia Avenue to I-20/Austin Graybill Road.

FUNDING SOURCE	NAPDD	TOTALS
FHWA (SC PL)	\$80,000.00	<b>\$80,000.00</b>
ACPDD (SC PL Match)	\$20,000.00	<b>\$20,000.00</b>
<b>TOTAL</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>

### Product(s):

1. Detailed project plans and estimates for specific improvements along SCDOT and local right-of-ways.
2. Ranking of projects based on cost, effort, impact, and feasibility.
3. Identification of alternate funding sources, if available.

**Agencies responsible for task funding:** North Augusta Planning and Development Department (NAPDD)

## TASK 5.5 – SC 118 INTERSECTION ANALYSIS

### Purpose:

- Evaluate the named intersections under present and future conditions along with current and future traffic volumes.
- Evaluate the current geometry, site conditions, level of service, turning movements, and pedestrian/bicycle use at each of the specifically mentioned intersections and any other critical intersections within the study area.
- Provide real-world sketches/layouts of any geometric recommendations and identify feasibility and constraints that may be associated with implementation.
- Project future demand and service deficiencies. Evaluate future demand scenarios based on alternative build-out scenarios in the corridor.
- Prioritize projects identified during the study based on criteria defined by the project team and stakeholder groups.

**Overview:** SC 118 (University Parkway) serves as a beltway around Aiken, SC providing access to the University of South Carolina Aiken, Aiken Regional Hospital, Trolley Run Station Subdivision, and a slew of current and future commercial and

residential developments. The state-maintained road was not designed or constructed to meet the needs of adjacent properties and growing commuter traffic.

Aiken County desires to retain a consultant to analyze and seek solutions to improve the safety and function of the SC 118 intersections at Trolley Line Road (S-80), Trolley Run Boulevard (C-2655), and University Parkway (S-2131). This study will also develop strategies to address present and future development and improve operational efficiency along SC 118.

**Termini:** The intersection analysis stretches about .250 miles beginning at Trolley Line Road (S-80) including the intersection at Trolley Run Boulevard (C-2655) and ending at University Parkway (S-2131).

FUNDING SOURCE	ACPDD	TOTALS
FHWA (SC PL)	\$80,000.00	\$80,000.00
ACPDD (SC PL Match)	\$10,000.00	\$10,000.00
City of Aiken (SC PL Match)	\$10,000.00	\$10,000.00
<b>TOTAL</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>

**Product(s):**

1. Detailed recommendations for specific improvements along SCDOT and local right-of-ways.
2. Ranking of projects based on cost, effort, impact, and feasibility.
3. Identification of alternate funding sources, if available.

**Agencies responsible for task funding:** Aiken County Planning and Development Department (ACPDD)



## TASK 5.6 – US 78 (Charleston Highway) Intersection Analysis

**Project Area:** The intersection analysis stretches approximately 2.2 miles beginning at Airco Boulevard (S-2018) to Old Tory Trail (S-1669) including the intersections at Old Tory Trail (S-1669), Old Barnwell Road (S-113), Montmorenci Road (S-77)/Woodward Drive (C-985), the various connections of Woodward Drive to US 78, and the segment of Woodward Drive from US 78 to Old Dibble Road (S-507).

**Overview:** US 78 (Charleston Highway) is a primary arterial, which runs through the center of Aiken County. The extent of this study will examine the corridor and its intersections from Airco Boulevard to Old Tory Trail, a segment of approximately 2.2 miles. As a primary route connecting Aiken to Charleston, US 78 serves as a major freight route and evacuation route for the region. The corridor also provides access to Oakwood-Windsor Elementary School, which enrolls approximately 410 students and is the location of the Montmerenci Fire Department. This segment contains three primary intersections, which connect the corridor to Old Tory Trail, Montmorenci Road, Old Barnwell Road, and Old Dibble Road through Woodward Drive. The corridor also has two connectors to Woodward Drive. These intersections currently experience traffic issues as well as associated safety issues, which should be analyzed to determine what improvements should be made for the corridor to operate safely and efficiently.

Aiken County seeks to retain the services of a qualified traffic engineering consultant to analyze and formulate solutions to improve the function and safety of the US 78 intersections at Old Tory Trail (S-1669), Old Barnwell Road (S-113), Montmorenci Road (S-77)/Woodward Drive (C-985), the various connections of Woodward Drive to US 78, and the segment of Woodward Drive from US 78 to Old Dibble Road (S-507).

### Project Goals:

- The current study will evaluate the US 78 (Charleston Hwy) intersections at Old Tory Trail (S-1669), Old Barnwell Road (S-113), Montmorenci Road (S-77)/Woodward Drive (C-985), and the segment of Woodward Drive from US 78 to Old Dibble Road (S-507), and the various connections of Woodward Drive to US 78 including present and future conditions and capacity.
- Evaluate the current geometry, site conditions, level of service, turning movements, and pedestrian/bicycle use at each of the specifically described intersections and any other significant intersections within the study area.
- The level of service should be determined for each situation, as well as an evaluation of its operational and safety performance. Options for improvement of the intersection should be set forth to address, at a minimum: location, geometric changes, traffic control and signing improvements, signalization installation, and signal timing and phasing concerning the existing street signals.
- Project future demand and service deficiencies. Evaluate future demand scenarios based on alternative build-out scenarios in the corridor.
- Evaluate current deficiencies and possible corrections, and recommend actions to protect, preserve, and expand intersections and segments.
- Provide real-world sketches/layouts of any geometric recommendations and identify feasibility and constraints that may be associated with implementation.
- Prioritize projects identified during the study based on criteria defined by the project team and stakeholder groups.
- Provide reliable cost estimates and funding mechanisms for all recommendations and options.
- Coordinate with the SCDOT, Office of Planning to determine whether a Feasibility Report is necessary for the proposed projects. Any required Feasibility Reports will be completed within the scope of this analysis.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Aiken County Planning and Development Department (ACPDD)

FUNDING SOURCE	ACPDD	TOTALS
FHWA (SC PL)	\$160,000.00	<b>\$160,000.00</b>
ACPDD (SC PL Match)	\$40,000.00	<b>\$40,000.00</b>
<b>TOTAL</b>	<b>\$200,000.00</b>	<b>\$200,000.00</b>

## TASK 5.7 – Ascauga Lake Road Feasibility Study

**Purpose:** The purpose of this Feasibility Study is to develop a Corridor Management Plan for the entire segment of S-33 (Ascauga Lake Road) that extends from Edgefield Road (US-25) to SC-191 (Canal Street), a distance of approximately 7.5 miles. If deemed feasible, this task will also include a conceptual redesign of the road that identifies ways to improve safety, reliability, and livability, especially for people walking and biking.

More specifically, the Corridor Management Plan will:

- Analyze existing and future capacity, flow, and safety issues with specific attention to through and local traffic, freight traffic, and multimodal facilities;
- Outline an overview of the strengths, weaknesses, and opportunities within the corridor;
- Identify and respond to social justice transportation needs from nearby residential and commercial enclaves;
- Provide analysis and recommendations sensitive to the fluctuating nature of the corridor;
- Recommend elements for an aesthetically pleasing corridor that promotes natural features such as terrain, stream crossings, and man-made features;
- Recommend both transportation and land use improvements;
- Assemble a series of corridor plan alternatives, and select and refine a final corridor vision that can be adopted and implemented;
- Establish criteria to guide the selection process including but not limited to adherence to the vision statement, objectives, a cost-benefit analysis, infrastructure (including utilities), and operational impacts;
- Obtain stakeholder and community input to reach a consensus on roadway design;
- Recommend land use regulations and access management policies.

This work task proposes to hire consultants to conduct a feasibility study of the section between Edgefield Road (US-25) and Canal Street (SC-191). The concept plan and report will identify the issues, costs, and actions needed to implement any proposed improvements. Proposed improvements will be presented to the ARTS MPO Committees and the South Carolina Department of Transportation to amend the Metropolitan Transportation Plan (MTP).

### **Product(s):**

1. Detailed recommendations for specific improvements along SCDOT and local right-of-ways.
2. Ranking of projects based on cost, effort, impact, and feasibility.
3. Identification of alternate funding sources, if available.

### **COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Aiken County Planning and Development Department (ACPDD)

FUNDING SOURCE	ACPDD	TOTALS
FHWA (SC PL)	\$160,000.00	\$160,000.00
ACPDD (SC PL Match)	\$40,000.00	\$40,000.00
<b>TOTAL</b>	<b>\$200,000.00</b>	<b>\$200,000.00</b>

# WORK ELEMENT 6 – PERFORMANCE-BASED PLANNING

## TASK 6.1 - Performance-Based Planning

**Purpose:** PBPP refers to the application of performance management principles within the planning and programming processes of transportation agencies to achieve desired performance outcomes for the multimodal transportation system. PBPP attempts to ensure that transportation investment decisions are made – in both the long-term MTP and short-term TIP programming of projects – based on MPO goals and objectives for improving the overall transportation system. The work activities and products in this work element will be coordinated with Work Elements: 2.1- Community Outreach; 3.3- Transportation Surveys; Models and Analysis; 3.5- GIS Development and Applications; 4.1- Metropolitan Transportation Plan; 4.2- Congestion Management Process, 4.3- Intermodal Planning; and. 5.4- Transportation Improvement Program.

The FAST Act established performance measures in seven (7) areas:

1. Safety
2. Infrastructure Condition
3. Congestion Reduction
4. System Reliability
5. Freight Mobility and Economic Vitality
6. Environmental Sustainability
7. Reduced Project Delivery Delays

Furthermore, the FAST Act established performance measures for Public Transit, such as the Transit Asset Management Plan (49 USC Section 625) and the Public Transportation Agency Safety Plan (49 USC Section 5329).

### Previous Work

1. ARTS staff worked with Richmond and Columbia Counties to identify traffic data and travel time data from the Intelligent Transportation System (ITS) and NPMRDS and HERE datasets.
2. ARTS staff worked with AT to identify transit system performance data that will be utilized to develop performance measures related to public transit operations.
3. Adoption of FY 2024 Safety Measures from GDOT and SCDOT.

**FY 2025 Work Activities and Schedule:** The ARTS MPO intends to develop a performance assessment process that encompasses the federally set performance metrics, performance measurements required as part of the CMP, and other, locally relevant performance metrics. The MPO's goal is to develop a system whereby projects will be directly evaluated to determine their effectiveness at meeting regional goals.

ACTIVITIES	EXPECTED COMPLETION DATE
1. State targets reported in baseline report from National Highway System (NHS) & FHWA.	October 2024
2. TAM Performance Measure elements added to TIP/MTP after 2/2025; adopted by CAC and TCC.	February 2025
3. Include TAM Performance Measure elements in TIP/MTP after 2/2025; adopted by PC.	February 2025
4. MPO executes updated planning agreements – SCDOT.	April - June 30, 2024
5. TAM - Submit Asset Inventory and Condition Report to NTD.	January 31, 2025
6. Pavement, Bridge, System Performance, and Freight – MPO 4-year targets due to GDOT and SCDOT if necessary.	April - June 30, 2024

ACTIVITIES	EXPECTED COMPLETE DATE
7. Pavement/bridge/system performance/freight Performance Measures added to TIP/MTP after 9/2024, adopted by CAC and TCC if necessary.	June 30, 2025
8. Pavement/bridge/system performance/freight Performance Measures added to TIP/MTP after 09/2024, adopted by PC if necessary.	June 30, 2025
9. Collection, editing, and processing of data for performance measures occurs concurrently with other deliverables: CMS, and Intersection and Traffic Crash Analysis Report.	Data collected throughout FY 2025
10. Collection and editing of data resources from Federal and state data. Dates are subject to change based on data release dates. National Highway Performance Monitoring System (NHPMS) releases data around October for the previous year.	Data collected throughout FY 2025
11. Yearly update of Performance Measures with 2050 MTP Goals and objectives. Develop draft Performance Measures Data Matrix, Methodology Summary Report.	February 2025
12. Coordinate and collaborate with FHWA, FTA, GDOT, SCDOT, and ARTS MPO Committees methodology for data analysis and target setting process.	On-Going
13. Present GDOT and SCDOT Safety Measures and targets to ARTS MPO committees for approval and adoption by PC.	February 2025
14. Update documentation of Data collection methodology and final performance measures and targets in coordination with ARTS MPO committees, GDOT, and SCDOT.	On-Going
15. Public review and comment on performance measures and targets.	As Needed
16. ARTS Traffic Safety Improvement Report Semi-Annual Update.	December 2024

**Product(s):** Updated Performance Measures and Goals Matrix for each transportation mode, highway, freight, public transit, bike and pedestrian, traffic safety, and congestion.

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$24,800.00	\$6,200.00	<b>\$31,000.00</b>

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$0.00	\$9,600.00	<b>\$9,600.00</b>
ACPDD (SC PL Match)	\$0.00	\$2,400.00	<b>\$2,400.00</b>

# WORK ELEMENT 7 – TRANSPORTATION IMPROVEMENT PROGRAM

## TASK 7.1 - Transportation Improvement Program (TIP)

**Purpose:** Update the ARTS TIP in conformance with Federal regulations.

This work element involves the annual update of the TIP. The TIP covers a four-year programming period in the Georgia part of the study area and ten years on the South Carolina side. Updates involve the removal of projects that have advanced to construction; the development, or update of project descriptions or cost estimates; and the prioritization of projects. The TIP is developed with public input and is coordinated with other transportation providers. Documentation of the effort is submitted for review and adoption by ARTS committees and goes through a public involvement process.

**Previous Work:**

1. Development and adoption of the FY 2024-2027 (GA) & FY 2024-2033 (SC) TIP by November 16, 2023.
2. The ARTS FY 2024-2027 (GA) & FY 2024-2033 (SC) TIP was updated based on amendments and administrative modifications during the previous fiscal year.

**FY 2025 Work Activities and Schedule:** TIP updates and amendments will be integrated with work element 6.1- Performance-Based Planning.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Public comments on FY 2024-2027 (GA) & FY 2024-2033 (SC) TIP Amendments	On-Going
2. Update List of Administrative Modification and Amendments to FY 2024-2027 (GA) & FY 2024-2033 (SC) TIP	On-Going

**Product(s):**

1. Updated ARTS Transportation Improvement Program (TIP).
2. Updated GIS Interactive online map MTP/TIP Maps and GIS attribute database.

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$16,000.00	\$4,000.00	\$20,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$1,600.00	\$5,200.00	\$6,800.00
ACPDD (SC PL Match)	\$400.00	\$1,300.00	\$1,700.00
<b>TOTAL</b>	<b>\$22,000.00</b>	<b>\$6,500.00</b>	<b>\$28,500.00</b>

## WORK ELEMENT 8 – PUBLIC TRANSIT /PARATRANSIT

### TASK 8.1 - Program Support and Administration (44.21.00)

**Purpose:** To provide planning and administrative assistance to Augusta Transit (AT) and LSCOG (Lower Savannah Council of Governments). Under this work element, the MPO staff will aid AT and Best Friend Express (BFE) in preparing financial and operation reports required by the MAP 21/ FAST Act/ Bipartisan Infrastructure Law legislation. Assistance in the preparation of the National Transit Database (NTD) reports will also continue.

Additional administrative assistance will include: Preparing required certifications; Updating annual Title VI assurances; Providing an opportunity for public hearings on grant applications and fare/service changes; Processing procurements involving Federal and State funds; Assisting in planning for transit system capital investments that will lead to increased security for the transit system; Monitoring requirements of the grant process (e.g. labor certifications, third party contracting, bidding, and award process); Developing the Georgia public transportation portion of the Unified Planning Work Program; and providing technical assistance on any transit-related issues facing AT.

LSCOG and their BFE staff will participate in the above-mentioned activities on behalf of their program and will also engage in employee training and education; participation in, and attendance at, ARTS committees; community outreach and marketing events; multiple grant(s) development, writing, and grant administration; grant reporting; Disadvantaged Business Enterprise (DBE) reporting; procurement; service provider contracting and oversight.

#### Previous Work

1. Grant management for continuing FTA Section 5310 Enhanced Mobility for the Elderly and Disabled Persons for LSCOG.
2. First-time development of GTFS information for the BFE fixed routes.
3. Grant amendment for existing FTA federal award to support the BFE.

#### FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Update the Annual Title VI Monitoring Report.	August 2025
2. Update socioeconomic demographic GIS data analysis for EJ.	July 2025 - March 2025
3. Conduct public meetings for review and comment period for Program of Projects (POP) related to grant applications and fare increases/service reduction, MTP & and special studies.	As Needed
4. Assist in planning for transit system capital investments that will lead to increased security for the transit system.	As Needed
5. Develop UPWP and Georgia 5303 Grant Application.	September 30, 2025
6. Provide technical transit planning and grant management assistance related to Coordinated Human Services Transportation, ADA accessibility, transit service operational improvements, land use and transportation, transit-oriented development, and other issues.	As Needed
7. FY 2025 FTA 5303 Quarterly Reports to GDOT and SCDOT.	Oct, Jan, Apr, Jun
8. Facilitate MPO committee meetings for transit planning tasks.	Quarterly
9. Prepare split grant funding tables and assist with grant submission for 5307 and 5339 split allocations for AT and LSCOG.	January 31, - April 1, 2025
10. FY 2025 Invoices for Section 5310 Program sent from the MPO to the GDHS contractor for processing.	Monthly by the 10 <sup>th</sup>
11. Assist with POP and transit funding tables in TIP for AT and LSCOG.	September 30, 2025
12. FTA Section 5307 Grant Application SC	November 2025
13. Semi-annual Disadvantaged Business Enterprise (DBE) Reporting for Urban Transit Services SC	Dec. & June 2025/2025

ACTIVITIES	EXPECTED COMPLETION DATE
14. FTA Required Milestone Progress Reports (MPR) and Federal Financial Reports (FFR) Reporting for Grants in TrAMS SC	Annually
15. Quarterly Reporting for 5303 Planning Services SC	Quarterly
16. State Application to SCDOT for State Mass Transit Funds (SMTF) funding SC	March 30, 2025
17. Attendance and report presentation to all ARTS Committees SC	Quarterly
18. Applications for Funding to be used as Local Match SC	Annually
19. SCDOT Public Transportation Workshop	September 2025
20. Transportation Association of South Carolina (TASC) conference	Spring 2025
21. Attendance Georgia Transportation Association (GTA) Conference	December 2025
22. Triennial National Database Sampling – onboard counting of bus riders	Summer 2025
23. Attendance Zero Emission Bus Conference	Summer 2025
24. South Carolina Annual MPO/COG Workshop	TBD
25. National Transit Institute (NTI) webinars	On-Going
26. Assist with Program of Projects (POP) and transit funding tables	On-Going
27. Perform Transit Service Provider Contract Oversight	On-Going
28. LSCOG administration of FTA 5310 funding. Monthly ridership report and invoices submitted to the ARTS MPO.	Monthly

#### Product(s)

1. Grant administration activities for FTA Urban Section 5310
2. Submission of a grant application for capital and operating assistance for public transit
3. Preparation of the GA / SC UPWP public transit elements.
4. Various Monthly, Quarterly, and Annual Reports.
5. Attendance and presentation to all three ARTS Committees (each held bi-monthly).

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (SEC 5303)	\$50,196.00	\$0.00	<b>\$50,196.00</b>
GA DOT (SEC 5303 Match)	\$6,274.50	\$0.00	<b>\$6,274.50</b>
APDD (SEC 5303 Match)	\$6,274.50	\$0.00	<b>\$6,274.50</b>
FTA (SC SEC 5303)	\$0.00	\$26,040.00	<b>\$26,040.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$6,510.00	<b>\$6,510.00</b>
<b>TOTALS</b>	<b>\$62,745.00</b>	<b>\$32,550.00</b>	<b>\$95,295.00</b>

## TASK 8.2 – Metropolitan Transportation Planning (System Level) (44.23.01)

**Purpose:** Provide and/or create current data annually that is utilized in the MTP and Analysis. These data sets include Socioeconomic Data/Environmental Justice; Land Use Monitoring; Transportation Surveys, Models and Analysis; GIS Development and Application; long-range transit Planning; Performance-Based Planning; Congestion Management; Air Quality Issues; Public Administration; and Intermodal Planning. Community Outreach and Education are performed as part of this task to disseminate the new information. To successfully respond to public transit requirements for Transit Asset Management (TAM) Plans and Safety. To review the ten-year planning horizon for the BFE's Transit Improvement Study (TIS) completed in 2025.

### Previous Work

1. Developed framework for FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities which included service operation strategy, grant administration, and mobility management for travel training.
2. LSCOG assisted with the development and implementation of the FTA Section 5310 urban program for residents of Aiken County who are 60+ or a person with a disability.
3. Developed GIS mapping for address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.

### FY 2025 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Continue assessing the financial capability of AT and BFE and continue to secure other funding sources to implement recommendations from previous planning studies.	On-Going
2. Staff tasks related to 2050 MTP Performance-Based Multimodal Plan Update – Socioeconomic data, GIS analysis, and mapping, community outreach, regional travel demand model for transit.	July 2025 – June 30, 2025
3. LSCOG Updates and Amendments to the MTP SC.	As needed
4. Participate in Performance-Based Planning for the Transit System.	On-Going
5. Enhancements to Public Transit	On-Going

### Product(s):

1. ARTS will continue all task activities for FTA Section 5310 Enhance Mobility for Seniors and Individuals with Disabilities, service operation strategy, and regional Coordinated Human Services Transportation Framework.
2. 2050 MTP Performance-Based Multimodal Plan Update – socioeconomic data, land use development data collection and analysis, GIS analysis and mapping, community outreach, regional travel model for transit.
3. Corridor Plans – application of Land use and Access Management and Complete Streets policies to increase transit ridership and ADA safety
4. Performance Measures – Public Transit
5. GIS map and address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.
6. To review, study, and assist August Transit in addressing transit-related issues. Issues include safety, bus shelter lighting, and ADA compliance.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (GA SEC 5303)	\$67,200.00	\$0.00	<b>\$67,200.00</b>
GA DOT (SEC 5303 Match)	\$8,400.00	\$0.00	<b>\$8,400.00</b>
APDD (SEC 5303 Match)	\$8,400.00	\$0.00	<b>\$8,400.00</b>
FTA (SC SEC 5303)	\$0.00	\$2,000.00	<b>\$2,000.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$500.00	<b>\$500.00</b>
<b>TOTALS</b>	<b>\$84,000.00</b>	<b>\$2,500.00</b>	<b>\$86,500.00</b>



### TASK 8.3 - Short-Range Transportation Planning (44.24.00)

**Purpose:** To perform tasks that are immediate and are reviewed for implementation within the next 3-5 years. LSCOG staff will undertake their required short-range transit planning activities on behalf of Best Friend Express and its paratransit programs. APDD will prepare short-range planning activities on behalf of Augusta Transit. This includes transit program staff preparing the necessary operations reports, periodically evaluating the level of transit service, monitoring requirements of the grant process, preparing the annual update to the Title VI assurances, and assisting in the following year's UPWP.

#### FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Monitor, update, and program grant funds for buses and/or vans for ADA complementary services including the purchase or lease of new transit vehicles accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.	On-Going
2. Participate with ARTS/MPO in a review and update, if needed, of any Regional Human Services Coordination Plan	On-going or as requested by the MPO
3. Marketing of any New or Revised Service	On-Going
4. Respond to Requests for Presentations to the Public or Agencies	On-Going
5. LSCOG Attorney and Executive Director Signatures on Annual Certification & Assurances for FTA	March 2025
6. Capital Vehicle Acquisition Planning	February 2025
7. Updates to Transit Asset Management (TAM) Plan	June 2025
8. Safety and Planning Mandate Updates	July – December 2025
9. Review the Planning Studies for Possible Implementation of Previous Recommendations	On-Going
10. Submit transit system performance data reported to NTD.	October 2025
11. Annual NTD Report and Validation Response	January – February 2025

#### Product(s):

1. Annual Certifications and Assurances
2. TAM Plan Updates
3. Transit section of UPWP Completed
4. Continued Implementation of the Public Transit Agency Safety Plan (PTASP)
5. Annual NTD Report

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (GA SEC 5303)	\$51,200.00	\$0.00	<b>\$51,200.00</b>
GA DOT (SEC 5303 Match)	\$6,400.00	\$0.00	<b>\$6,400.00</b>
APDD (GA PL Match)	\$6,400.00	\$0.00	<b>\$6,400.00</b>
FTA (SC SEC 5303)	\$0.00	\$15,960.00	<b>\$15,960.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$3,990.00	<b>\$3,990.00</b>
<b>TOTAL</b>	<b>\$64,000.00</b>	<b>\$19,950.00</b>	<b>\$83,950.00</b>

## TASK 8.4 - Transportation Improvement Program (44.25.00)

**Purpose:** LSCOG will participate with the ARTS MPO in the completion of the TIP and its updates; coordinate with the MPO for the split allocation letters for Section 5307 funding; assist with the additional programming of FTA Section 5339 and 5310.

### Previous Work

1. Continued assessment of the financial capability of AT and secure other possible funding sources to implement recommendations from the COA.

### FY 2025 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Prepare and submit to the ARTS MPO the annual updates to the TIP.	As Needed
2. Review SC STIP and follow up with APDD to make sure LSCOG programming has made it to SCDOT. Programming may include but is not limited to sections 5307, 5339, and 5310.	November 2025
3. Update the text in the TIP regarding the Program of Projects and Financial Plan for the BFE transit system.	On-going

### Product(s):

1. Completed TIP document reviewed and adopted by the ARTS Committees.
2. SCDOT STIP reflecting accurate programming information for Aiken County Transit.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (GA SEC 5303)	\$26,400.00	\$0.00	<b>\$26,400.00</b>
GA DOT (SEC 5303 Match)	\$3,300.00	\$0.00	<b>\$3,300.00</b>
APDD (SEC 5303 Match)	\$3,300.00	\$0.00	<b>\$3,300.00</b>
FTA (SC SEC 5303)	\$0.00	\$4,000.00	<b>\$4,000.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$1,000.00	<b>\$1,000.00</b>
<b>TOTAL</b>	<b>\$33,000.00</b>	<b>\$5,000.00</b>	<b>\$38,000.00</b>

# UNFUNDED PROJECTS

## Congestion Management Plan Update

**Purpose:** To implement existing congestion mitigation strategies and projects identified in the 2024 CMP Update, MTP, and ARTS Travel Demand Model. This work element will be integrated with Performance-Based Planning.

CMP is an integral transportation planning task in the ARTS planning area. The purpose of the ARTS CMP is to document traffic congestion on major transportation corridors in the study area; identify and implement strategies for reducing or eliminating the congestion, and track and/or program the implementation of congestion mitigation projects. Activities under this work element will include completing the annual traffic congestion data collection and spatial analysis of travel data using the National Performance Management Research Data Set (NPMRDS) and/or HERE data.

### Previous Work:

1. Coordination with ARTS partners to create the scope of services and GAMPO application for the 2024 CMP.
2. 1<sup>st</sup> round of required presentations to ARTS committees in January 2024.
3. GAMPO application submitted to GAMPO PL committee in March 2024 pending signed PC resolution.
4. GAMPO PL committee approved the CMP application on March 25, 2024 pending a signed resolution from the Policy committee.
5. 2<sup>nd</sup> round of required presentations to ARTS committees in May 2024.
6. Signed resolution submitted to GAMPO PL committee May 16, 2024.

**FY 2025 Work Activities and Schedule:** The MPO will solicit professional consultant(s) to update the CMP and its integration with performance-based planning and the Long Range Transportation Plan to meet federal requirements related to the CMP. The following tasks will be performed during FY 2024, 2025, and 2026.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Consultant and MPO project management	January 2025 – January 2026
2. Consultant begins performing Scope of Work Tasks 1, 2 & 3: Task 1: Review and Conduct Assessment of the Existing CMP; Task 2: Research CMP Best Practices Task 3: Develop a Stakeholder and Public Outreach Approach	January 2025 – April 2025
3. Consultant begins performing Scope of Work Tasks 4 & 5 Task 4: Data Collection and Analysis of Existing and Future CMP Transportation System Network Task 5: Analyze Traffic Congestion Problems and Needs	February 2025 – May 2025
4. Consultant begins performing Scope of Work Tasks 5, 6 & 7 Task 5: Analyze Traffic Congestion Problems and Needs Task 6: Review and Refine Goals and Objectives Task 7: Develop Multi-Modal Performance Measures	May 2025 – August 2025
5. Consultant begins performing Scope of Work Tasks 8 & 9 Task 8: Review and Update Existing CMP Strategies Task 9: Develop CMP Data Collection, Monitoring and Performance Reporting Process	July 2025 – October 2025
6. Public Meeting – Comment Period on CMP	October 2025 – November 2025
7. Consultant begins performing Scope of Work Tasks 10 Task 10: Develop CMP System Performance Monitoring Evaluation	November 2025 – January 2026
8. TCC & CAC Review and Adopt Final CMP	January 7, 2026
9. Policy Committee Review and Adopt Final CMP	January 22, 2026
10. Consultant submits final report and contract closeout	January 30, 2026

**Work Schedule:** July 1, 2024 - June 30, 2025

**Product(s):** Complete travel time validation surveys for the ARTS CMP; publish the annual ARTS CMP Report; implement specific congestion management strategies identified in the CMP Report; Update Transportation System GIS Database, traffic volume GIS Map, and current year LOS analyses.

GEORGIA	FHWA (GA PL) – GAMPO	APDD (GA PL Match) – GAMPO	TOTALS
	\$200,000.00	\$50,000.00	<b>\$250,000.00</b>

SOUTH CAROLINA	ACPDD	TOTALS
ACPDD Match – GAMPO	\$115,000.00	<b>\$115,000.00</b>

## Wrightsboro Road Corridor Study

**Purpose:** Perform a Corridor Study of Wrightsboro Road from Jimmie Dyess Parkway (Georgia State Route 383) to Appling Harlem Highway (Georgia State Route 47). The total length is approximately 11.7 miles (7.6 miles as Georgia State Route 223 and 4.1 miles as Columbia County Road 571). Approximately 8.6 miles lie within the ARTS metropolitan boundary with the remaining 3.1 miles outside of the boundary. The portion of the corridor between Jimmie Dyess Pkwy and Horizon South Pkwy is included in the ARTS Transportation Improvement Program (TIP) under P.I. No 0008348 for FY 2025-2025. The corridor study will be locally sponsored and managed by Columbia County and coordinated with the Georgia Department of Transportation, the City of Grovetown, and the Augusta Regional Transportation Study.

**Overview:** The 2022 ARTS Growth Trends Report indicates a population increase of 75% in Columbia County over the past two decades (90,000 in 2010 to 156,000 in 2020) with the county responsible for over two-thirds of all growth in the ARTS metropolitan boundary. This population growth is expected to continue as Fort Eisenhower and other major employment centers continue to locate and expand in the region.

The Wrightsboro Road corridor serves volumes in the range of 6,000 to 16,500 vehicles a day. Future traffic and development growth over the next two decades is projected to reach over 20,000 vehicles a day over a majority of the corridor. The section of the corridor under P.I. No 0008348 is expected to widen from 2 to 4 lanes. This study will help to identify the patterns and impacts of future growth to the corridor and confirm the need for widening anticipated in 0008348. The study will also help to establish a timeline for the implementation of additional short and long-term improvements along the corridor.

### General Scope of Work:

- Analyze existing conditions, such as field observations, collect traffic data, analyze existing capacity, safety analysis, and environmental screening;
- Perform a needs assessment by developing a vision for the corridor, anticipate future growth patterns, analyze future capacity, and identify corridor needs;
- Develop and test alternatives to reduce project costs, prepare concept layouts, and identify recommendations to include areas of limited access, restricted turn movement of intersections, and preferred intersection control;

**Responsible Agency:** Columbia County Engineering and Planning Services Divisions (CCBOC)

### Proposed Funding Sources:

FUNDING SOURCE	CCBOC	TOTALS
	\$280,000.00	<b>\$280,000.00</b>
CCBOC (GA PL Match)	\$70,000.00	<b>\$70,000.00</b>
<b>TOTAL</b>	<b>\$350,000.00</b>	<b>\$350,000.00</b>

# FY 2025 UPWP BUDGET

Figure 3 - FY 2025 UPWP Budget

FIGURE 3 ARTS FY 2025 UPWP WORK ELEMENTS BY FUNDING SOURCE Revised 4/18/2024		AUGUSTA PLANNING & DEVELOPMENT DEPARTMENT							COLUMBIA COUNTY ENGINEERING AND PLANNING		AIKEN COUNTY PLANNING & DEVELOPMENT		LOWER SAVANNAH COUNCIL OF GOVERNMENTS		NORTH AUGUSTA PLANNING & DEVELOPMENT		TOTAL			
		FHWA GA PL		APDD MATCH		FTA SEC 5303 FUNDS		SEC 5303 GA STATE MATCH		SEC 5303 APDD MATCH		FTA SEC 5303 SC PL		SEC 5303 LSCOG MATCH		FHWA SC PL		NAPDD MATCH		
1.1	Program Coordination/Administration	\$48,000.00	\$12,000.00	\$6,000.00	\$1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$45,000.00	\$11,250.00	\$ -	\$ -	\$ -	\$ -	\$123,750.00		
1.2	Training/Employee Education	\$44,000.00	\$11,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$6,000.00	\$1,500.00	\$ -	\$ -	\$ -	\$ -	\$62,500.00		
1.3	UPWP	\$24,000.00	\$6,000.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$33,500.00		
Subtotal: Program Administration		\$116,000.00	\$29,000.00	\$6,800.00	\$1,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$53,000.00	\$13,250.00	\$ -	\$ -	\$ -	\$ -	\$219,750.00		
2.1	Community Outreach / Education	\$28,000.00	\$7,000.00	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,000.00	\$1,250.00	\$ -	\$ -	\$ -	\$ -	\$43,750.00		
Subtotal: Public Involvement		\$28,000.00	\$7,000.00	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,000.00	\$1,250.00	\$ -	\$ -	\$ -	\$ -	\$43,750.00		
3.1	Environmental Justice & Socioeconomic Data	\$24,000.00	\$6,000.00	\$1,200.00	\$300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,400.00	\$600.00	\$ -	\$ -	\$ -	\$ -	\$34,500.00		
3.2	Land Use Monitoring	\$20,000.00	\$5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$31,500.00		
3.3	Transportation Surveys, Models & Analysis	\$28,000.00	\$7,000.00	\$400.00	\$100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,400.00	\$600.00	\$ -	\$ -	\$ -	\$ -	\$38,500.00		
3.4	Environmental Justice / Title VI	\$24,000.00	\$6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,400.00	\$600.00	\$ -	\$ -	\$ -	\$ -	\$33,000.00		
3.5	GIS Development & Applications	\$32,000.00	\$8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$40,000.00	\$10,000.00	\$ -	\$ -	\$ -	\$ -	\$90,000.00		
Subtotal: Data Collection/ Analysis		\$128,000.00	\$32,000.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$52,400.00	\$13,100.00	\$ -	\$ -	\$ -	\$ -	\$227,500.00		
4.1	Metropolitan Transportation Plan	\$46,400.00	\$11,600.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$4,800.00	\$1,200.00	\$ -	\$ -	\$ -	\$ -	\$65,000.00		
4.2	Congestion Management	\$46,400.00	\$11,600.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,200.00	\$800.00	\$ -	\$ -	\$ -	\$ -	\$63,000.00		
4.3	Intermodal Planning	\$44,800.00	\$11,200.00	\$400.00	\$100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,200.00	\$800.00	\$ -	\$ -	\$ -	\$ -	\$60,500.00		
4.4	Air Quality Issues	\$28,000.00	\$7,000.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,600.00	\$900.00	\$ -	\$ -	\$ -	\$ -	\$41,500.00		
4.5	Complete Streets	\$ -	\$ -	\$36,000.00	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$36,000.00		
Subtotal: Transportation System Planning		\$165,600.00	\$41,400.00	\$39,600.00	\$900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$14,800.00	\$3,700.00	\$ -	\$ -	\$ -	\$ -	\$266,000.00		
5.1	Georgia Avenue Traffic Calming and Pedestrian Access	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$56,000.00	\$14,000.00	\$70,000.00		
5.2	North Augusta Unified Transportation Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$100,000.00		
5.3	Gateway Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$10,000.00	\$ -	\$ -	\$80,000.00	\$10,000.00	\$100,000.00		
5.5	Five Notch Corridor Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$100,000.00		
5.6	SC 118 Intersection Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$ -	\$ -	\$ -	\$ -	\$100,000.00		
5.7	US 78 (Charleston Highway) Intersection Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$160,000.00	\$40,000.00	\$ -	\$ -	\$ -	\$ -	\$200,000.00		
5.8	Ascauga Lake Road Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$160,000.00	\$40,000.00	\$ -	\$ -	\$ -	\$ -	\$200,000.00		
Subtotal: Special Transportation Studies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$400,000.00	\$110,000.00	\$ -	\$ -	\$296,000.00	\$64,000.00	\$870,000.00		
6.1	Performance Based Planning	\$24,800.00	\$6,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$9,600.00	\$2,400.00	\$ -	\$ -	\$ -	\$ -	\$43,000.00		
Subtotal: Performance Based Planning		\$24,800.00	\$6,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$9,600.00	\$2,400.00	\$ -	\$ -	\$ -	\$ -	\$43,000.00		
7.1	Transportation Improvement Program	\$16,366.51	\$4,091.63	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$28,958.14		
Subtotal: Transportation Improvement Program		\$16,366.51	\$4,091.63	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$28,958.14		
8.1	Program Support and Administration	\$ -	\$ -	\$ -	\$ -	\$50,196.00	\$6,274.50	\$6,274.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$26,040.00	\$6,510.00	\$ -	\$ -	\$95,295.00		
8.2	Long-Range Transportation Planning	\$ -	\$ -	\$ -	\$ -	\$67,200.00	\$8,400.00	\$8,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,000.00	\$500.00	\$ -	\$ -	\$86,500.00		
8.3	Short -Range Transportation Planning	\$ -	\$ -	\$ -	\$ -	\$51,200.00	\$6,400.00	\$6,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$15,960.00	\$3,990.00	\$ -	\$ -	\$83,950.00		
8.4	Transportation Improvement Program	\$ -	\$ -	\$ -	\$ -	\$26,400.00	\$3,300.00	\$3,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$4,000.00	\$1,000.00	\$ -	\$ -	\$38,000.00		
Subtotal: Public Transit/Paratransit		\$ -	\$ -	\$ -	\$ -	\$194,996.00	\$24,374.50	\$24,374.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$48,000.00	\$12,000.00	\$ -	\$ -	\$303,745.00		
SUBTOTAL: FY 2025 MPO PL & Local Match		\$478,766.51	\$119,691.63	\$51,600.00	\$3,900.00	\$194,996.00	\$24,374.50	\$24,374.50	\$0.00	\$0.00	\$540,000.00	\$145,000.00	\$48,000.00	\$12,000.00	\$296,000.00	\$64,000.00	\$2,002,703.14			
4.3	GAMPO PL 0019245-PLN Regional Freight Plan Update	\$240,000.00	\$60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$380,000.00		
4.1	Metropolitan Transportation Plan	\$280,000.00	\$70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$550,000.00		
4.5	Complete Streets	\$12,276.05	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$12,276.05		
SUBTOTAL: FY 2025 GAMPO PL & Local Match		\$532,276.05	\$130,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$942,276.05		
N/A	Wrightsboro Road Corridor Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$280,000.00	\$70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$350,000.00		
4.2	Congestion Management Process Update	\$200,000.00	\$50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$115,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$365,000.00		
SUBTOTAL: FY 2025 UNFUNDED PROJECTS		\$200,000.00	\$50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$280,000.00	\$70,000.00	\$ -	\$115,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$715,000.00		
GRAND TOTAL: FY 2025 MPO PL & Local Match w/ FY 2025 GAMPO PL & Local Match and Unfunded Projects		\$1,211,042.56	\$299,691.63	\$51,600.00	\$3,900.00	\$194,996.00	\$24,374.50	\$24,374.50	\$280,000.00	\$70,000.00	\$540,000.00	\$540,000.00	\$48,000.00	\$12,000.00	\$296,000.00	\$64,000.00	\$3,659,979.19			

**Figure 4 - FTA Section 5303 Budget Activity Line Item**

UPWP FY 2025 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		APDD			
		FTA SEC 5303	GA DOT Match	APDD Match	Total GA SEC 5303
8.1	Program Support and Administration (44.21.00)	\$50,196.00	\$6,274.50	\$6,274.50	\$62,745.00
8.2	Long-Range Transportation Planning (44.23.01)	\$67,200.00	\$8,400.00	\$8,400.00	\$84,000.00
8.3	Short-Range Transportation Planning (44.24.00)	\$51,200.00	\$6,400.00	\$6,400.00	\$64,000.00
8.4	Transportation Improvement Program (44.25.00)	\$26,400.00	\$3,300.00	\$3,300.00	\$33,000.00
<b>Total</b>		<b>\$194,996.00</b>	<b>\$24,374.50</b>	<b>\$24,374.50</b>	<b>\$243,745.00</b>

UPWP FY 2025 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		LSCOG		
		FTA SEC 5303	LSCOG Match	Total SC SEC 5303
8.1	Program Support and Administration (44.21.00)	\$26,040.00	\$6,510.00	\$32,550.00
8.2	Long-Range Transportation Planning (44.23.01)	\$2,000.00	\$500.00	\$2,500.00
8.3	Short-Range Transportation Planning (44.24.00)	\$15,960.00	\$3,990.00	\$19,950.00
8.4	Transportation Improvement Program (44.25.00)	\$4,000.00	\$1,000.00	\$5,000.00
<b>Total</b>		<b>\$48,000.00</b>	<b>\$12,000.00</b>	<b>\$60,000.00</b>

## APPENDIX A – TITLE VI

### SECTION 6

### TITLE VI ASSURANCES

AUGUSTA, GEORGIA (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7{a}(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program and in adapted form in all proposals for negotiated agreements:

"Augusta Georgia in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clause of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.



5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.



Garnett L. Johnson, Mayor

2/27/2024  
Date

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

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

**1. Compliance with Regulations**

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Nondiscrimination**

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program outlined in Appendix B of the Regulations.

**3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

**4. Information and Reports**

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Augusta Georgia, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Augusta Georgia, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Augusta Georgia shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**6. Incorporation of Provisions**

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

The Contractor shall take such action with respect to any subcontractor or procurement as Augusta Georgia or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Augusta Georgia enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

#### **Granting Clause**

NOW, THEREFORE, Augusta Georgia—as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with and in compliance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation; and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d-4)—does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of AUGUSTA GEORGIA in and to said land described in Exhibit A attached hereto and made a part thereof.

#### **Habendum Clause**

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

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

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

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which AUGUSTA GEORGIA program or activity is extended, or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

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

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, and agree as a covenant running with the land, that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued. \*[Include in deeds subject to a reverter clause]. That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the STATE and its assigns.

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



## AUGUSTA, GEORGIA

### Title VI Self-Survey: 2016 YEAR

Survey Date: June 21, 2016

Name of Program/Grant: FHWA-PL Funds Augusta Planning and Development Department (ARTS MPO)

#### Summary of Complaints:

Number of complaints for the past year: 0

Number of complaints voluntarily resolved: 0

Number of complaints currently unresolved: 0

Attach a summary of any type of complaint and provide: None

- Name of complainant
- Race
- Charge
- Findings
- Corrective Action
- Identify any policy/procedure changes required as a result of the complaint
- Provide the date history (date complaint received through resolution)

#### Distribution of Title VI Information:

Are new employees made aware of Title VI responsibilities pertaining to their specific duties?

Yes X No \_\_\_\_\_

Do new employees receive this information via employee orientation?

Yes X No \_\_\_\_\_

Is Title VI information provided to all employees and program applicants?

Yes X No \_\_\_\_\_

Is Title VI information prominently displayed in the organization and on any program materials distributed?

Yes X No \_\_\_\_\_



Identify any improvements you plan to implement before the next self-survey to better support Title VI communication to employees and program applicants.

Augusta Planning and Development Department (APDD) staff will continue to seek training through workshops, courses and webinars sponsored by Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). The APDD staff will update ARTS Public Participation Plan to include successful public engagement and outreach tools that target persons With limited English proficiency. The APDD will begin coordinating with local and regional libraries to place ARTS plans and documents in its list of periodicals. All ARTS documents, plans and programs will be made available in multiple languages upon request. ARTS Citizen Advisory Committee (CAC) established a sub-committee to advise CAC, with representation from organizations serving veterans, disabled persons, rural transportation, and private transportation operators.

Identify any problems encountered with Title VI compliance.

None

Signature: \_\_\_\_\_

Melanie Wilson

Title: \_\_\_\_\_

Director/ARTS Project Director

Date: \_\_\_\_\_

6/21/14

Return to: Augusta-Richmond County  
Office of Administrator  
535 Telfair Street, Suite 910  
Augusta, GA. 30901  
Phone: (706)821-2400  
Fax: (706)821-2819

# APPENDIX B – MPO CERTIFICATIONS

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

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

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



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

LRTP/MTP (23 CFR Part 450.324)

- a) The LRTP/MTP incorporates a minimum 20-year planning horizon.
- b) The LRTP/MTP identifies both long-range and short-range strategies and actions leading to the development of an intermodal transportation system.
- c) The LRTP/MTP is fiscally constrained.
- d) The development of the LRTP/MTP and the TIP are coordinated with other providers of transportation (e.g. regional airports, maritime port operators).
- e) All of the Fixing America's Surface Transportation (FAST) Act planning factors were considered in the planning process.
- f) The LRTP/MTP includes a discussion of types of potential environmental mitigation activities and potential areas to carry out these activities in consultation with federal, state and tribal land management and regulatory agencies.
- g) The MPO approves the LRTP/MTP in a timely manner without entering into a planning lapse.
- h) Initial Adoption and Amendments to the LRTP/MTP are developed and processed in accordance with procedures outlined in the MPO's Participation Plan.
- i) The transit authority's planning process is coordinated with the MPO's planning process.
- j) In non-attainment and maintenance areas the MPO, as well as FHWA and FTA, must make a conformity determination on any updated or amended LRTP/MTP in accordance with 40 CFR Part 93.

- 
- a) The TIP is updated at least every 4 years, on a schedule compatible with STIP development.
  - b) Each project included in the TIP is consistent with the LRTP/MTP.
  - c) The MPO, GDOT and the transit operator collaborate on the development of the TIP.
  - d) The TIP contains all projects to be funded under Title 23 U.S.C. and Title 49 U.S.C. Chapter 53.
  - e) The TIP is financially constrained by year and revenue estimates reflect reasonable assumptions.
  - f) The MPO TIP is included in the STIP by reference, without modification.
  - g) Initial Adoption and Amendments to the TIP are developed and processed in accordance with procedures outlined in the MPO's Participation Plan.
  - h) In non-attainment and maintenance areas, the MPO as well as the FHWA and FTA must make a conformity determination on any updated or amended TIP in accordance with 40 CFR Part 93.

Participation Plan (23 CFR Part 450.316)

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

List of Obligated Projects (23 CFR Part 450.334)

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

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

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



TCMs from the STIP.

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

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

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



Dr. William Molnar, Policy Committee Chairman

Date

Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization

Vivian Canizares

Digitally signed by Vivian Canizares  
Date: 2023.09.28 10:18:48-04'00'

Vivian Canizares, Assistant State Transportation Planning Administrator  
Georgia Department of Transportation, Office of Planning

Date

**Matt Markham**

Digitally signed by Matt Markham  
Date: 2023.09.28 10:34:18 -04'00'

Matthew Markham, Deputy Director of Planning  
Georgia Department of Transportation, Office of Planning

Date

## APPENDIX C – ARTS COMMITTEE COMPOSITION

### ***A. Policy Committee***

The Policy Committee shall be composed of officials of participating governmental jurisdictions. Voting membership shall be determined by organizational position, with the following positions being members:

1. Mayor, City of North Augusta (South Carolina)
2. Mayor Augusta, Georgia
3. Mayor, City of Blythe, Georgia
4. Chairman, Hephzibah City Commission, Georgia
5. Mayor, City of Grovetown (Georgia)
6. Mayor, City of Aiken (South Carolina)
7. Mayor, Town of Burnetown (South Carolina)
8. Mayor, City of New Ellenton (South Carolina)
9. Chairman, Aiken County Council (South Carolina)
10. Chairman, Edgefield County Council (South Carolina)
11. Chairman, Columbia County Commission (Georgia)
12. Deputy Secretary for Engineering, SC DOT
13. Commissioner or his Designee, Georgia DOT
14. Garrison Commander, Fort Eisenhower (Georgia)
15. Executive Director, Lower Savannah Council of Govt.
16. Director, Augusta Public Transit Department

## ***B. Technical Coordinating Committee***

The Technical Coordinating Committee shall be composed of key staff members of participating government jurisdictions. Membership shall be based upon the organizational position held, with the following positions being voting members or their designee represent the listed positions:

### **City of Augusta**

1. Director, Augusta Planning & Development Department
2. City Engineer
3. Director, Augusta Public Transit Department
4. Traffic Engineer

### **County of Columbia**

1. Director of Construction and Maintenance
2. Planning Director

### **City of North Augusta**

1. City Engineer
2. Planning Director

### **County of Aiken**

1. County Engineer
2. Planning Director

### **Lower Savannah Council of Governments**

1. Transit Operations Manager
2. Grants and Compliance Manager

### **County of Edgefield**

1. Director of Building and Planning

### **City of Aiken**

1. City Engineer
2. Planning Director

### **City of New Ellenton**

1. Supervisor of Streets and Roads

### **Georgia Department of Transportation**

1. Transportation Planning Engineer
2. District 2 Engineer

### **South Carolina Department of Transportation**

1. Director of Planning
2. Pre-Construction Program Manager

### **Other Jurisdictions**

1. Augusta Regional Airport, Executive Director
2. Fort Eisenhower Director of Installation Support
3. Chairman, Citizens Advisory Committee

***C. Citizens Advisory Committee***

Membership in this organization shall be made up of local citizens from each community in the ARTS area. The membership shall be made up of persons interested in transportation issues from any of the following jurisdictions: the City of Augusta-Richmond County, the City of North Augusta, the City of Aiken, and Aiken County.

## APPENDIX D – COMPLETE STREETS WAIVER AIKEN COUNTY/USDOT

### Summary of Complete Streets Eligible Projects for 100% Waiver

Task #	Task Category	Milestone/Deliverable	\$ Budget (100% Fed)
1	Program Coordination/Administration	Monitor developments related to federal Complete Streets Policies and Regulations	\$2,000.00
2	Intermodal Planning	Develop Complete Streets Design Guidelines for a variety of contexts and all street/roadway user groups	\$7,000.00
3	Intermodal Planning	Require designated bicycle facilities during new development or redevelopment or capital roadway projects	\$3,000.00
4	System Planning	Adopt traffic calming programs, policies, and standards	\$3,500.00
5	Intermodal Planning	Adopt bicycle parking requirements	\$1,500.00
6	Intermodal Planning	Consider multi-modal Level of Service (LOS) in Traffic Impact Analyses and other engineering studies	\$3,000.00
7	Training and Employee Education	Attend Complete Streets policy training workshops and webinars	\$2,000.00
8	System Planning	Performance-Based Project Evaluation- collect and analyze traffic safety data of pedestrian and bicycle safety improvement projects included in the ARTS MPO current Metropolitan Transportation Plan (MTP) and TIP to assess safety improvements	\$4,000.00
9	Data Collection and Analysis	Collect and analyze traffic crash reports (vehicle, bike, and pedestrian) and traffic safety conflicts for non-motorized users at arterial roadways	\$1,000.00
10	Data Collection and Analysis	GIS Map Audit of existing bike infrastructure	\$1,000.00
11	Public Transit/Paratransit	Coordinate with the Lower Savannah Council of Governments (LSCOG) with the review of transit system passenger count data	\$1,500.00
12	Intermodal Planning	Development of a Complete Streets prioritization plan that identifies a specific list of Complete Streets projects to improve the safety, mobility, or accessibility of a street	\$6,500.00
<b>\$ TOTAL:</b>			<b>\$36,000.00</b>
<b>Total Programmed UPWP \$ Budget:</b>			<b>\$1,440,000.00</b>
<b>% of Total Budget Complete Streets Eligible:</b>			<b>2.5%</b>



APPENDIX E – FY 2025 UPWP MODIFICATIONS & AMENDMENTS

DATE	MOD/AMENDMENT	DESCRIPTION	PAGE

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**EXHIBIT E**

**BUDGET ESTIMATE**

**FISCAL YEAR 25**

**FY 2025 UPWP BUDGET**  
**Figure 3 - FY 2025 UPWP Budget**

FIGURE 3 AITS FY 2025 UPWP WORK ELEMENTS BY FUNDING SOURCE Revised 4/16/2024	AUGUSTA PLANNING & DEVELOPMENT DEPARTMENT										COLUMBIA COUNTY (ENGINEERING AND PLANNING)		AIKEN COUNTY PLANNING & DEVELOPMENT		LOWER SAVANNAH COUNCIL OF GOVERNMENTS				NORTH AUGUSTA PLANNING & DEVELOPMENT				TOTAL		
	FHWA		AFPOD		FHWA		AFPOD		FTA		SEC 1303		FHWA		AFPOD		FTA		SEC 1303		FHWA			AFPOD	
	GA PL	MATCH	GA PL	MATCH	SC PL	MATCH	SC PL	MATCH	FUNDS	MATCH	GA STATE	MATCH	SC PL	MATCH	SC PL	MATCH	SC PL	MATCH	SC PL	MATCH	SC PL	MATCH		SC PL	MATCH
3.1 Program Coordination/Administration	\$48,000.00	\$12,000.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$123,750.00
3.2 Training/Employee Education	\$44,000.00	\$11,000.00	\$5,500.00	\$1,375.00	\$5,500.00	\$1,375.00	\$5,500.00	\$1,375.00	\$5,500.00	\$1,375.00	\$5,500.00	\$1,375.00	\$5,500.00	\$1,375.00	\$5,500.00	\$1,375.00	\$5,500.00	\$1,375.00	\$5,500.00	\$1,375.00	\$5,500.00	\$1,375.00	\$5,500.00	\$1,375.00	\$62,500.00
3.3 UPWP	\$24,000.00	\$6,000.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$33,500.00
Subtotal Program Administration	\$116,000.00	\$29,000.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$219,750.00
3.4 Community Outreach / Education	\$28,000.00	\$7,000.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$43,750.00
Subtotal Public Involvement	\$28,000.00	\$7,000.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$43,750.00
3.5 Environmental Justice & Socioeconomic Data	\$24,000.00	\$6,000.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$750.00	\$750.00	\$33,500.00
3.6 Land Use Mapping	\$20,000.00	\$5,000.00	\$2,500.00	\$625.00	\$2,500.00	\$625.00	\$2,500.00	\$625.00	\$2,500.00	\$625.00	\$2,500.00	\$625.00	\$2,500.00	\$625.00	\$2,500.00	\$625.00	\$2,500.00	\$625.00	\$2,500.00	\$625.00	\$2,500.00	\$625.00	\$625.00	\$625.00	\$25,000.00
3.7 Transportation Surveys, Models & Analysis	\$28,000.00	\$7,000.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$875.00	\$875.00	\$43,750.00
3.8 Environmental Justice / Title VI	\$24,000.00	\$6,000.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$750.00	\$750.00	\$750.00	\$33,500.00
3.9 GIS Development & Applications	\$12,000.00	\$3,000.00	\$1,500.00	\$375.00	\$1,500.00	\$375.00	\$1,500.00	\$375.00	\$1,500.00	\$375.00	\$1,500.00	\$375.00	\$1,500.00	\$375.00	\$1,500.00	\$375.00	\$1,500.00	\$375.00	\$1,500.00	\$375.00	\$1,500.00	\$375.00	\$375.00	\$375.00	\$15,000.00
Subtotal Data Collection/Analysis	\$116,000.00	\$29,000.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$14,500.00	\$3,625.00	\$219,750.00
4.1 Metropolitan Transportation Plan	\$46,400.00	\$11,600.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$68,000.00
4.2 Congestion Management	\$46,400.00	\$11,600.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00	\$1,450.00	\$68,000.00
4.3 Intermodal Planning	\$44,800.00	\$11,200.00	\$5,600.00	\$1,400.00	\$5,600.00	\$1,400.00	\$5,600.00	\$1,400.00	\$5,600.00	\$1,400.00	\$5,600.00	\$1,400.00	\$5,600.00	\$1,400.00	\$5,600.00	\$1,400.00	\$5,600.00	\$1,400.00	\$5,600.00	\$1,400.00	\$5,600.00	\$1,400.00	\$5,600.00	\$1,400.00	\$66,000.00
4.4 Air Quality Issues	\$28,000.00	\$7,000.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$3,500.00	\$875.00	\$875.00	\$875.00	\$43,750.00
4.5 Complete Streets	\$165,600.00	\$41,400.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$5,175.00	\$5,175.00	\$77,000.00
Subtotal Transportation System Planning	\$165,600.00	\$41,400.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$20,700.00	\$5,175.00	\$5,175.00	\$5,175.00	\$77,000.00
5.1 Georgia Avenue Traffic Calming and Pedestrian Access	\$5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5.2 North Augusta Unified Transportation Plan	\$5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5.3 Gateway Study	\$5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5.4 Five North Corridor Study	\$5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5.5 SC 138 Intersection Analysis	\$5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5.6 US 78 (Charleston Highway) Intersection Analysis	\$5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5.7 Aiken Lake Road Feasibility Study	\$5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5.8 Subtotal Special Transportation Studies	\$5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal Performance Based Planning	\$24,800.00	\$6,200.00	\$3,100.00	\$775.00	\$3,100.00	\$775.00	\$3,100.00	\$775.00	\$3,100.00	\$775.00	\$3,100.00	\$775.00	\$3,100.00	\$775.00	\$3,100.00	\$775.00	\$3,100.00	\$775.00	\$3,100.00	\$775.00	\$3,100.00	\$775.00	\$775.00	\$775.00	\$41,000.00
6.1 Transportation Improvement Program	\$15,900.00	\$3,975.00	\$1,987.50	\$496.88	\$1,987.50	\$496.88	\$1,987.50	\$496.88	\$1,987.50	\$496.88	\$1,987.50	\$496.88	\$1,987.50	\$496.88	\$1,987.50	\$496.88	\$1,987.50	\$496.88	\$1,987.50	\$496.88	\$1,987.50	\$496.88	\$496.88	\$496.88	\$25,875.00
6.2 Long Range Transportation Planning	\$5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6.3 Short Range Transportation Planning	\$5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6.4 Transportation Improvement Program	\$5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6.5 Subtotal Public Transit/Paratransit	\$5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal FY 2025 MPO PL & Local Match	\$478,764.51	\$119,691.43	\$59,845.71	\$14,961.43	\$59,845.71	\$14,961.43	\$59,845.71	\$14,961.43	\$59,845.71	\$14,961.43	\$59,845.71	\$14,961.43	\$59,845.71	\$14,961.43	\$59,845.71	\$14,961.43	\$59,845.71	\$14,961.43	\$59,845.71	\$14,961.43	\$59,845.71	\$14,961.43	\$14,961.43	\$14,961.43	\$2,082,703.14
4.3 GAAPPO PL 001543 PLAN Regional Freight Plan Update	\$140,000.00	\$35,000.00	\$17,500.00	\$4,375.00	\$17,500.00	\$4,375.00	\$17,500.00	\$4,375.00	\$17,500.00	\$4,375.00	\$17,500.00	\$4,375.00	\$17,500.00	\$4,375.00	\$17,500.00	\$4,375.00	\$17,500.00	\$4,375.00	\$17,500.00	\$4,375.00	\$17,500.00	\$4,375.00	\$4,375.00	\$4,375.00	\$180,000.00
4.4 Metropolitan Transportation Plan	\$180,000.00	\$45,000.00	\$22,500.00	\$5,625.00	\$22,500.00	\$5,625.00	\$22,500.00	\$5,625.00	\$22,500.00	\$5,625.00	\$22,500.00	\$5,625.00	\$22,500.00	\$5,625.00	\$22,500.00	\$5,625.00	\$22,500.00	\$5,625.00	\$22,500.00	\$5,625.00	\$22,500.00	\$5,625.00	\$5,625.00	\$5,625.00	\$225,000.00
4.5 Complete Streets	\$12,250.00	\$3,062.50	\$1,531.25	\$382.81	\$1,531.25	\$382.81	\$1,531.25	\$382.81	\$1,531.25	\$382.81	\$1,531.25	\$382.81	\$1,531.25	\$382.81	\$1,531.25	\$382.81	\$1,531.25	\$382.81	\$1,531.25	\$382.81	\$1,531.25	\$382.81	\$382.81	\$382.81	\$15,000.00
Subtotal FY 2025 GAAPPO PL & Local Match	\$552,274.51	\$137,653.93	\$68,826.97	\$17,389.04	\$68,826.97	\$17,389.04	\$68,826.97	\$17,389.04	\$68,826.97	\$17,389.04	\$68,826.97	\$17,389.04	\$68,826.97	\$17,389.04	\$68,826.97	\$17,389.04	\$68,826.97	\$17,389.04	\$68,826.97	\$17,389.04	\$68,826.97	\$17,389.04	\$17,389.04	\$17,389.04	\$242,276.02
N/A Wrightsboro Road Corridor Study	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.2 Congestion Management Process Update	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal FY 2025 UNFINISHED PROJECTS	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
GAAPPO TOTAL: FY 2025 MPO PL & Local Match	\$1,211,642.56	\$299,691.43	\$149,845.71	\$37,389.04	\$149,845.71	\$37,389.04</																			

**EXHIBIT F**

**SCHEDULE**

**FISCAL YEAR 25**

**Schedule of Activities:**

2024						2025					
July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
X	X	X	X	X	X	X	X	X	X	X	X

<b>TARGET START AND END DATES</b>	7/01/24-6/30/25	<b>LEAD AGENCY</b>	MPO
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**APPENDIX A  
NOTICE OF CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964  
AS AMENDED BY THE CIVIL RIGHTS RESTORATION ACT OF 1987  
FOR FEDERAL-AID CONTRACTS**

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

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of contract work, will not discriminate on the ground of race, color, national origin or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200 (b).

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, to permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the DEPARTMENT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

### **CERTIFICATION FOR STATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

**Augusta-Richmond County Government responsible for Augusta Regional Transportation Study**, as an Applicant for a Federal PL Fund grant or cooperative agreement, certifies to the best of its knowledge and belief, that its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the State is unable to certify to any of the statements in this certification with respect to its principals, the State shall attach an explanation to this proposal.

**THE Augusta-Richmond County Government responsible for Augusta Regional Transportation Study** CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEC. ARE APPLICABLE THERETO.

Authorized Official

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date



**APPENDIX C**

**CERTIFICATION OF CONSULTANT**

**DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of **Augusta Richmond County Government responsible for Augusta Regional Transportation Study** whose address is **535 Telfair Street, Suite 300, Augusta, Georgia 30901** and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Work Place Act", have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor, if any, hired by the DESIGNATED AGENCY shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The DESIGNATED AGENCY shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with the **Augusta Richmond County Government responsible for Augusta Regional Transportation Study** certifies that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-25-3", and

- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

**APPENDIX D--GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: Augusta Richmond County Government responsible for Augusta

Regional Transportation Study

Contract No. and Name: METROPOLITAN TRANSPORTATION PLANNING SERVICES

CONTRACT 48400-415-IGDPL2500509

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

\_\_\_\_\_  
E-Verify / Company Identification Number

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

**Georgia Division**

May 23, 2024

75 Ted Turner Dr.  
Suite 1000  
Atlanta, Georgia 30303  
Phone: 404-562-3630  
Fax: 404-562-3703  
[www.fhwa.dot.gov/gadiv](http://www.fhwa.dot.gov/gadiv)

In Reply Refer To:  
HIP-GA

Carla Delaney  
Director of Planning and Development  
Augusta Planning & Development Department  
535 Telfair Street  
Augusta, GA 30901

Dear Ms. Delaney:

The following is in response to our receipt of your final Fiscal Year (FY) 2025 Unified Planning Work Program (UPWP) adopted by the ARTS Board on May 16, 2024. Upon our review of the subject document, the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) have determined that the document satisfies the requirements of 23 U.S.C. 134, 49 U.S.C. 5303, 23 CFR Part 450 and 420, 2 CFR Part 200, and other pertinent legislation, regulations, and policies and hereby approve the FY 2025 UPWP.

The FY 2025 UPWP reflects \$478,766.51 of programmed PL Funds and an additional **\$12,276.05 PL Set-aside for Safe and Accessible Transportation Options**, totaling \$491,042.56. These funds are available upon an approved authorization. The FY 2025 UPWP 5303 funds are consistent with the distribution of FTA 5303 funds as identified by the Georgia Department of Transportation (GDOT) and are available upon award and execution by GDOT of a Transit Award Management System (TrAMS) planning grant.

Expenditure invoicing and progress reports should be submitted quarterly and/or annually, with copies to the FHWA and FTA. Expenditures incurred without prior authorization will not be reimbursed.

If you have any questions, please contact Ms. Olivia Lewis at 404-562-3639 or Ms. Aviance Webb at 404-865-5489.

Sincerely,  
**OLIVIA D  
LEWIS**

Digitally signed by OLIVIA  
D LEWIS  
Date: 2024.05.23 15:32:47  
-04'00'

Olivia Lewis  
Transportation Specialist



## Public Services Committee Meeting

Meeting Date: October 29, 2024: 1:00 PM

Motion to approve and execute the FY 2025 Metropolitan Planning Organization (MPO) Annual PL Funding Contract from the Georgia Department of Transportation (GDOT)

---

<b>Department:</b>	Planning and Development
<b>Presenter:</b>	Carla Delaney or Department Designee
<b>Caption:</b>	Motion to approve FY 2025 Metropolitan Transportation Planning Services Annual Contract (aka GDOT PL Funds Contract).
<b>Background:</b>	Annually, GDOT presents the MPO with a planning contract that allows for up to an 80% reimbursement of specific costs associated with transportation planning and requires a 20% local match. This contract will be signed electronically via DocuSign. The contract period is from July 1, 2024, through June 30, 2025.
<b>Analysis:</b>	For FY 2025, the GDOT contract allows for reimbursement of up to \$478,766.51 on specific transportation planning activities based on the annual Unified Planning Work Program (UPWP).
<b>Financial Impact:</b>	The \$478,766.51 is a grant that requires a local match of up to \$119,691.63. Planning and Development typically incorporate the match into its annual budget.
<b>Alternatives:</b>	No reimbursement for transportation planning-related activities
<b>Recommendation:</b>	Approve and execute the contract from GDOT for transportation planning funds during FY 2025.
<b>Funds are available in the following accounts:</b>	The \$478,766.51 is a grant that requires a local match of up to \$119,691.63. The local match was approved by the administrator's office on September 6, 2024. Will budget in org key 220016309. The grant amount is included in the 2024 budget and 2025 proposed budget.
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

# AUGUSTA, GEORGIA

## New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

### Proposal Project No. Project Title

PR000532 PLANNING FY 2025 ARTS PL GRANT

Continuing grant for annual transportation planning for the Metropolitan Planning Organization as required by Federal Highway Administration to perform activities each year such as transportation planning training, traffic data, highway projects, public involvement; transportation data, transit planning and other work elements listed in the Unified Planning Work Element (UPWP).

Cash match (Y/N) : Yes 20% match is budgeted in the 2024 - 2025 cycle.

EEO required (Y/N): No EEO Department Notified: No

Start Date: 07/01/2024

End Date: 06/30/2025

Submit Date: 08/22/2024

Department: 074 Planning and Zoning Cash Match? Y

Total Budgeted Amount: 598,458.14

Total Funding Agency: 478,766.51 Total Cash Match: 119,691.63

Sponsor: GM0013

US DOT

Sponsor Type:

Purpose: 24

ARTS -MPO

Flow Thru ID: GM0006 GDOT

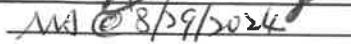
### Contacts

Type	ID	Name	Phone
I	GMI023	Harris, Mariah	(706)821-1810

### Approvals

Type	By	Date
FA	C. DELANEY	08/23/2024

Dept. Signature: 

Grant Coordinator Signature:  8/29/2024

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Deputy

Finance Director

Date

8/29/2024

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request



Administrator

Date

9/6/24

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

**Georgia Division**

May 23, 2024

75 Ted Turner Dr.  
Suite 1000  
Atlanta, Georgia 30303  
Phone: 404-562-3630  
Fax: 404-562-3703  
[www.fhwa.dot.gov/gadiv](http://www.fhwa.dot.gov/gadiv)

In Reply Refer To:  
HIP-GA

Carla Delaney  
Director of Planning and Development  
Augusta Planning & Development Department  
535 Telfair Street  
Augusta, GA 30901

Dear Ms. Delaney:

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If you have any questions, please contact Ms. Olivia Lewis at 404-562-3639 or Ms. Aviance Webb at 404-865-5489.

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**OLIVIA D  
LEWIS**

Digitally signed by OLIVIA  
D LEWIS  
Date: 2024.05.23 15:32:47  
-04'00'

Olivia Lewis  
Transportation Specialist

**METROPOLITAN TRANSPORTATION PLANNING SERVICE CONTRACT FY 2025****Augusta-Richmond County Government****Responsible for****Augusta Regional Transportation Study (ARTS)****FHWA METROPOLITAN PLANNING PROGRAM****Planning Services (PL) Contract****CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205****FEDERAL-AID PARTICIPATING PROJECT****PI Number: 0020226****Contract ID: 48400-415-IGDPL2500510**

<b>Federal Share 80%</b>	<b>\$478,766.51</b>
<b>Local Match Share 20%</b>	<b><u>\$119,691.63</u></b>
<b>Total Contract Cost</b>	<b>\$598,458.14</b>

**Agreement By and Between the  
 GEORGIA DEPARTMENT OF TRANSPORTATION  
 ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET NW  
 ATLANTA, GEORGIA 30308  
 and the  
 Augusta-Richmond County Government responsible for Augusta Regional Transportation  
 Study (ARTS)**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the Augusta-Richmond County Government responsible for Augusta Regional Transportation Study (ARTS) as the designated Metropolitan Planning Organization (MPO), organized and existing under the laws of the State of Georgia, hereinafter called the "DESIGNATED AGENCY".

WHEREAS, the DEPARTMENT is recognized by the United States Department of Transportation as the agency responsible for cooperative, comprehensive, continuing transportation planning pursuant to the provisions of Fixing America's Surface Transportation Act (FAST Act) of 2015, 23 U. S. C. Section 134, the Federal Transit Act, 49 U.S.C. Section 5303; and relevant amendments and subsequent legislation pertaining thereto; and

WHEREAS, the DEPARTMENT is authorized under O.C.G.A. § 32-2-2(7) to "accept and use federal funds...; and to do all things necessary, proper, or expedient to achieve compliance with the provision and requirements of all applicable federal-aid acts and programs"; and

WHEREAS, the DESIGNATED AGENCY is an approved metropolitan planning organization responsible for carrying out the transportation planning process in its urbanized area in accordance with 23 U.S.C. § 134; and

WHEREAS, the DEPARTMENT desires to participate jointly with the DESIGNATED AGENCY to perform certain services which will consist of providing the DESIGNATED AGENCY with information for the continuing transportation planning process as set forth in **Exhibit D, "Work Program, Fiscal Year 2025"**, (hereinafter referred to as the "PROJECT").



NOW THEREFORE, for and in consideration of the mutual promises, covenants and contracts contained herein, and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the DESIGNATED AGENCY that:

## ARTICLE I

### SCOPE AND PROCEDURES

The scope and procedure of the PROJECT shall be that stated in the Scope of Work, which is affixed to this Agreement under the label of **Exhibit D**, entitled "**Work Program, Fiscal Year 2025**", the same as if fully set forth herein.

The DESIGNATED AGENCY shall perform or cause to be performed the services to accomplish the PROJECT, the work for which is set forth in the aforementioned **Exhibit D, "Work Program, Fiscal Year 2025"**.

The DESIGNATED AGENCY shall perform the PROJECT activities, and shall do so under such control and supervision by the DEPARTMENT as the DEPARTMENT may deem appropriate.

The DEPARTMENT shall perform the services incumbent upon it as stated in **Exhibit D, "Work Program, Fiscal Year 2025,"**

## ARTICLE II

### EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The DESIGNATED AGENCY shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

## ARTICLE III

### REVIEW OF WORK

Authorized representatives for the DEPARTMENT and Federal Government may at all reasonable times review and inspect the PROJECT activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the DESIGNATED AGENCY, shall be made available to authorized representatives of the DEPARTMENT and representatives of the Federal Government for inspection and review at all reasonable times. Acceptance shall not relieve the DESIGNATED AGENCY of its professional obligation to correct, at its own expense, any of its errors in the work.

## ARTICLE IV

### AUTHORIZATION AND APPROVAL

TIME IS OF THE ESSENCE TO THIS AGREEMENT. The DESIGNATED AGENCY shall initiate the work called for in the Scope of Work on 07/01/2024. The work outlined therein shall be completed no later than 06/30/2025. The work shall be carried on expeditiously and in accordance with the work schedule as set forth in **Exhibit F, “Schedule”**, attached hereto and incorporated by reference.

## ARTICLE V

### RESPONSIBILITY FOR CLAIMS AND LIABILITY

The DESIGNATED AGENCY shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the DESIGNATED AGENCY in the performance of work under this Agreement.

## ARTICLE VI

### COMPENSATION

#### A. Total Cost

1. The DEPARTMENT and the DESIGNATED AGENCY agree that the total estimated allowable cost, as shown in **Exhibit E, “Budget Estimate for Federal Fiscal Year 2025”**, attached hereto and incorporated herein by reference, for completion of the PROJECT is Five Hundred and Ninety-Eight Thousand Four Hundred and Fifty-Eight Dollars and Fourteen Cents (\$598,458.14). It is agreed that the amount which the DEPARTMENT shall be obligated to pay is Eighty percent (80%) of total cost which represents the Federal Share of the cost of the PROJECT up to Four Hundred Seventy-Eight Thousand Seven Hundred Sixty-Six Dollars and Fifty-One Cents (\$478,766.51). However, if the sum total of the allowable cost for the PROJECT is less than the total estimated allowable cost, then it is further agreed that the DEPARTMENT shall be obligated to pay only the 80% Federal Share of the allowable cost incurred. In no event shall the DEPARTMENT be obligated to pay more than the maximum Federal Share of (\$478,766.51). In no event shall the DEPARTMENT be required to pay the Federal Share, if the Federal Share is not provided to the DEPARTMENT by the Federal Highway Administration.

2. The DESIGNATED AGENCY shall be obligated to pay Twenty percent (20%) of the total allowable cost, which represents the Local Match rate of the cost of the PROJECT up to One Hundred Nineteen Thousand Six Hundred Ninety-One Dollard and Sixty-Three Cents (\$119,691.63). However, if the sum total of the actual allowable cost for the PROJECT is less than the total estimated allowable cost, the DESIGNATED AGENCY shall pay a 20% Local Match rate of the actual allowable cost incurred. In no event shall the DESIGNATED AGENCY be obligated to pay more than the maximum Local Match of the Federal Share (\$119,691.63).

B. Allowable Costs

Allowable costs shall include both direct and indirect costs incurred by the DESIGNATED AGENCY, which is provided in **Exhibit E**, “Budget Estimate for Federal Fiscal Year 2025”, and subject to the maximum limitation prescribed in Subsection A of Article VI and the limitations outlined below:

1. Direct Cost

The DEPARTMENT shall pay to the DESIGNATED AGENCY for the performance of this Agreement an amount equal to such direct costs as are incurred by the DESIGNATED AGENCY and are chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia, including salaries and wages, and the cost of travel, and other miscellaneous direct costs incurred by the DESIGNATED AGENCY. As specified in Article X, the validity of the direct costs may be verified from the cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses, and in any event, before final settlement of the DESIGNATED AGENCY’S costs under the terms of this Agreement or amendments hereto.

The cost of any nonexpendable tools, instruments, or equipment used in the execution and performance of the PROJECT shall not be an allowable direct cost when such items are of the nature and kind of tools, instruments or equipment normally and generally used in an office or laboratory, provided however that the cost of data processing equipment shall be an allowable expense when such expenditure complies with the provisions of 2 C.F.R. § 200

(“Uniform Grant Guidance”)and is specifically detailed in **Exhibit D, ”Work Program, Fiscal Year 2025”** and **Exhibit E, “Budget Estimate for Federal Fiscal Year 2025”** of this Agreement. If at anytime during the duration of the useful life of the PROJECT’s data processing equipment the DESIGNATED AGENCY fails to utilize such equipment for the purpose of accomplishing the PROJECT the DEPARTMENT at its discretion may require the DESIGNATED AGENCY to remit to the DEPARTMENT 100% of the DEPARTMENT’S Federal and State Share of the fair market value, if any, of such equipment. For the purpose of this Article, the fair market value shall be deemed to be the value of the equipment as determined by an appraisal conducted as soon as feasible after such withdrawal or misuse occurs or the actual proceeds from the public sale of such equipment, whichever is approved by the DEPARTMENT.

The rate of compensation for work performed on the PROJECT by a professional staff member or employee of the DESIGNATED AGENCY shall not exceed the salary rate that is applicable to said person's other activities for the DESIGNATED AGENCY. Charges for salaries and wages of the individuals will be supported by time and attendance and payroll distribution records. Premiums pay for overtime, extra-pay shifts, and multi-shift work are not reimbursable under this Agreement unless such costs are included in the budget estimate in **Exhibit E, “Budget Estimate for Federal Fiscal Year 2025”**, or unless such costs have been given prior written approval by the DEPARTMENT.

No expense for travel outside the State of Georgia shall be an allowable direct cost under this Agreement unless such travel is listed in the budget estimate in **Exhibit E, “Budget Estimate for Federal Fiscal Year 2025”**, or approved in advance by the DEPARTMENT. Staff from the DESIGNATED AGENCY seeking travel approval should submit the details for the requested travel expenses to the DEPARTMENT in advance and must include information on how the travel request will benefit the transportation planning process of the DESIGNATED AGENCY. In addition, all expenses for food, fuel, mileage, and lodging accommodations incurred from travel within or outside of the State of Georgia shall be limited to the currently approved amounts posted on the United States General Services Administration (GSA) website for the corresponding geographic location.

## 2. Indirect Costs

The DEPARTMENT shall reimburse the DESIGNATED AGENCY for such indirect costs as

are properly chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and not prohibited by the laws of the State of Georgia. Fringe benefits shall be reimbursed at a provisional overhead rate of 83.72% of the amount paid as direct salaries and wages to persons employed by the DESIGNATED AGENCY on the PROJECT. Indirect Personnel cost shall be reimbursed at a provisional overhead rate of 109.45% of the amount paid as direct salaries, wages and fringe benefits to persons employed by the DESIGNATED AGENCY that are chargeable to the PROJECT. Upon completion of the PROJECT, the DEPARTMENT will determine final payment for indirect costs by audit of the DESIGNATED AGENCY'S accounts to establish the actual allowable overhead rate experienced during the period of performance of this Agreement. The DESIGNATED AGENCY understands and agrees that the DEPARTMENT may accept, in lieu of its own audit, a federal audit or an audit by an independent accountant or accounting firm. The audit of an independent accountant or accounting firm shall be made and reported in accordance with audit requirements, 2 CFR Part 200. The DESIGNATED AGENCY shall ensure that the independent accountant or accounting firm shall make available upon request to authorized representatives of the DEPARTMENT all audit work papers pertaining to this AGREEMENT to determine said final payment for indirect costs.

In the event the DESIGNATED AGENCY'S actual allowable overhead rate during the period of this Agreement is less than the provisional overhead rate established herein, the DESIGNATED AGENCY shall reimburse the DEPARTMENT the difference between the indirect cost actually paid and the actual allowable indirect cost as determined by the final audit in accordance with the provisions of this Article.

The DESIGNATED AGENCY further agrees that the decision of the DEPARTMENT in the establishment of the actual allowable overhead rate for final payment of indirect costs shall be final.

The validity of these indirect cost payments may be verified from the indirect cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses and in any event before final settlement of the DESIGNATED AGENCY'S costs under this Agreement, or amendments hereto.

## **ARTICLE VII**

### **SUBSTANTIAL CHANGES**

If, prior to the satisfactory completion of the services, under this Agreement, the DEPARTMENT materially changes the scope, character, complexity, or duration of the services from

those required under the basic Agreement, a supplemental agreement may be executed between the parties. Minor changes that do not involve compensation in the Scope and Procedure, extension of the term, or changes in the goals and objectives of the PROJECT may be made by written notification of such change by either party with written approval of the other party.

## **ARTICLE VIII**

### **PARTIAL PAYMENT**

The DESIGNATED AGENCY shall submit to the DEPARTMENT itemized vouchers showing, in reasonable detail, the actual allowable costs per work element, incurred by the DESIGNATED AGENCY on the PROJECT for the voucher period. A summary of the cost breakdown and work progress for each work element shall accompany each voucher. Upon the basis of its review of such vouchers, the DEPARTMENT may, at the request of the DESIGNATED AGENCY, make payment to the DESIGNATED AGENCY as the work progresses but not more often than four times during the fiscal year. The vouchers shall be numbered consecutively and subsequent vouchers shall be submitted every three months, but no later than forty-five (45) days after the end of each quarter, until the PROJECT is completed. Payment shall be made in the amount of sums earned less previous partial payments.

## **ARTICLE IX**

### **FINAL PAYMENT**

IT IS FURTHER AGREED that upon satisfactory completion by the DESIGNATED AGENCY and acceptance by the DEPARTMENT of the work described in Article I of this Agreement, the DESIGNATED AGENCY shall submit to the DEPARTMENT a written submission for final payment not more than forty-five (45) days after the completion date of the project. Upon receipt of any final written submission by the DESIGNATED AGENCY, the DEPARTMENT shall pay the DESIGNATED AGENCY a sum equal to one hundred percent (100%) of the allowable cost set forth herein less the total of all previous partial payments, paid or in the process of payment.

The DESIGNATED AGENCY agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of the Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

## **ARTICLE X**

### **MAINTENANCE OF CONTRACT COST RECORDS**

The DESIGNATED AGENCY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make material available at all reasonable times during this period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, and the Federal Highway Administration and any reviewing agencies, and copies thereof shall be furnished upon request.

The DESIGNATED AGENCY shall certify that items of equipment included in direct costs have been excluded from the indirect costs.

The DESIGNATED AGENCY agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

## **ARTICLE XI**

### **SUBCONTRACTS, ASSIGNMENT, OR TRANSFER**

It is understood by the parties to this Agreement that the work of the DESIGNATED AGENCY is considered personal by the DEPARTMENT. The DESIGNATED AGENCY agrees not to assign, sublet, or transfer any or all of its interest in the Agreement without prior written approval of the DEPARTMENT and the Federal Highway Administration. The DESIGNATED AGENCY also agrees that all subcontracts shall be subject to the provisions contained in this Agreement. The DESIGNATED AGENCY also agrees that any subcontracts exceeding \$10,000 in cost shall contain all the required provisions of this Agreement. All consultants hired by the DESIGNATED AGENCY shall be on the DEPARTMENT'S pre-qualified consultants list.

## **ARTICLE XII**

### **USE OF DOCUMENTS**

The DESIGNATED AGENCY agrees that all reports, drawings, studies, specifications, estimates, maps, computations, and other data, prepared by or for it under the terms of this Agreement shall be made available to the DEPARTMENT and the Federal Highway Administration at all reasonable times during the period of the Agreement and upon termination or completion of the work.

The DEPARTMENT shall have the right to use same without restriction or limitation and without compensation to the DESIGNATED AGENCY other than that provided for in this Agreement.

### **ARTICLE XIII**

#### **TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, upon 30 days written notice to the DESIGNATED AGENCY, notwithstanding any just claims by the DESIGNATED AGENCY for payment of services rendered prior to the date of termination.

Should the work under this Agreement be terminated by the DEPARTMENT pursuant to this Article, final payment to the DESIGNATED AGENCY shall be made in the amount of sums earned, less previous partial payments. Any work elements that are incomplete by the termination date shall be reimbursed based upon the percentage of work completed for said work element(s).

### **ARTICLE XIV**

#### **PUBLISHED REPORTS**

It is agreed that articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

It is further agreed that all published reports shall include a disclaimer provision on the cover or title page in the following form:

"The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia, or the Federal Highway Administration. This publication does not constitute a standard, specification, or regulation."



All reports published by the DESIGNATED AGENCY shall contain a credit reference to the Federal Highway Administration such as:

"Prepared in cooperation with the Department of Transportation, State of Georgia, and the Federal Highway Administration."

It is further agreed that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. Any request directed to the DESIGNATED AGENCY pursuant to the Georgia Open Records Act, for documents or information that are either received or maintained by the DESIGNATED AGENCY in the performance of the work under this Contract, for or on behalf of the DEPARTMENT, shall be released pursuant to the provisions of the Act. Further, the DESIGNATED AGENCY agrees to consult with the DEPARTMENT prior to releasing the requested documents, where required by the DEPARTMENT.

## **ARTICLE XV COPYRIGHTING**

The DESIGNATED AGENCY shall be free to copyright material developed under this Agreement with the provisions that the DEPARTMENT and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the work for government purposes.

## **ARTICLE XVI COVENANT AGAINST CONTINGENT FEES**

The DESIGNATED AGENCY shall comply with all relevant federal, state and local laws. The DESIGNATED AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability or, at its discretion to deduct from the contract price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## ARTICLE XVII CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

## ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that the provisions of the Official Code of Georgia Annotated (“O.C.G.A.”), Sections 45-10-20 through 45-10-28, relating to conflict of interest, have been complied with in full.
- B. It is further agreed that the DESIGNATED AGENCY shall comply with and shall require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964 as amended, and 23 C.F.R. Part 200 as stated in **Appendix A, “Notice of Contractors, Compliance with Title VI of the Civil Rights Act of 1964”**, of this Agreement.
- C. It is further agreed that and certified by the DESIGNATED AGENCY that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency, and is eligible to receive the Federal funding assistance provided for in this Agreement, as provided for in **Appendix B, “Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters”**.
- D. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A §§ 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act", have been complied with in full as stated in **Appendix C, “Drug-Free Workplace Certificate”**.
- E. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A § 13-10-91, relating to the “Georgia Security and Immigration Compliance Act” have been complied with in full as stated in **Appendix D, “Georgia Security and Immigration Compliance Act Affidavit”**.
- F. It is further agreed and certified that, pursuant to O.C.G.A § 50-5-85, the DESIGNATED AGENCY is not currently engaged in and agrees that for the duration of this Agreement, it will not engage in a boycott of Israel.

- G. The covenants herein contained, shall except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

## ARTICLE XIX AUDITS OF COST RECORDS

The DEPARTMENT shall have the right to perform an audit of all documents and records pertaining to costs incurred on this PROJECT for a period of three (3) years after the final payment under Article IX is made by the DEPARTMENT to the DESIGNATED AGENCY under this Agreement. If requested, the DESIGNATED AGENCY shall assist in making the result of the audit performed pursuant to 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" available to the DEPARTMENT. To the extent such audit is applicable, the DEPARTMENT, in its sole discretion, may agree to accept the Single Audit in lieu of its audit as herein allowed. Further, the DESIGNATED AGENCY agrees to reimburse the DEPARTMENT for the DEPARTMENT's share of any and all costs disallowed as a result of either the Single Audit or by the audit allowed hereunder by the DEPARTMENT.

## ARTICLE XX INSURANCE

The DESIGNATED AGENCY shall provide insurance under this Agreement as follows:

1. It is understood that the DESIGNATED AGENCY (*complete the applicable statement*):

☐ shall, obtain coverage from DESIGNATED AGENCY's private insurance company or cause DESIGNATED AGENCY'S consultant/contractor to obtain coverage.

OR

☐ is self-insured.

Prior to beginning the work, DESIGNATED AGENCY shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article XX (Insurance) of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best’s and registered to do business in the State of Georgia:
  - a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
  - b) Workmen's Compensation Insurance, in accordance with the laws of the State of Georgia.
  - c) Professional Liability (Errors and Omissions) Insurance with limits of at least:
    - i. For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
    - ii. For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
    - iii. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
    - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.
- A. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
- B. The insurance certificate must provide the following:
  - i. Name, address, signature and telephone number of authorized agents.
  - ii. Name and address of insured.
  - iii. Name of Insurance Company.
  - iv. Description of coverage in standard terminology.
  - v. Policy number, policy period and limits of liability.
  - vi. Name and address of DEPARTMENT as certificate holder.
  - vii. Thirty (30) day notice of cancellation.
  - viii. Details of any special policy exclusions.

- C. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.
- D. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the DESIGNATED AGENCY and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF  
TRANSPORTATION**

**Augusta Richmond County Government  
Responsible for Augusta Regional  
Transportation Study (ARTS)**

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Executive Director

ATTEST:

IN THE PRESENCE OF:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Witness

Signed, Sealed and Delivered

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
in the presence of:

\_\_\_\_\_  
NOTARY PUBLIC

I attest that the corporate seal attached to this Document is in fact the seal of the Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

\_\_\_\_\_  
Federal Employee Tax No.

**EXHIBIT A**  
**CERTIFICATION OF DESIGNATED AGENCY**

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the **Augusta-Richmond County Government responsible for Augusta Regional Transportation Study (ARTS)**, whose address is **535 Telfair Street Suite 300 Augusta, Georgia 30901**, and that neither I nor the entity I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above commission to solicit or secure the Agreement.
- (b) Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above commission) any fee, contribution, donation, or consideration of any kind, or in connection with, procuring or carrying out the Agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Georgia Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with the Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Type or Print Name

**EXHIBIT B**  
**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**

I hereby certify that I am the COMMISSIONER of the Department of Transportation of the State of Georgia, and that the above **Augusta-Richmond County Government responsible for Augusta Regional Transportation Study (ARTS)** in **Exhibit A**, or its representative has not been required, directly, or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 Commissioner



**EXHIBIT C**  
**Federal Award Identification**  
**Required Elements**

## Federal Award Identification:

1. Sub-recipient Name: **Augusta-Richmond County Government responsible for Augusta Regional Transportation Study (ARTS)**
2. Sub-recipient's DUNS Number (Data Universal Numbering System, required under 2 CFR § 200.32): 07-3438418
3. Federal Award Identification Number: 0020226
4. Federal Award Date (2 CFR 200.39, date when the federal award is signed by the federal awarding agency): 06/26/2024
5. Sub-award Period of Performance start and end date: 07/01/2024 to 06/31/2025
6. Amount of federal funds obligated by this action: \$478,766.51
7. Total amount of the federal funds obligated to sub-recipient: \$478,766.51
8. Total Amount of the federal award: \$478,766.51
9. Federal Award Project Description (as required under the Federal Funding Accountability and Transparency Act): METROPOLITAN TRANSPORTATION PLANNING SERVICES CONTACT for ARTS – FY 25
10. Name of Federal Awarding Agency: Federal Highway Administration, Pass through entity: Georgia Department of Transportation's Office of Planning, contact information for the awarding official: FHWA Georgia Division, 61 Forsyth Street, Suite 17T100., Atlanta, GA 30303
11. CFDA Number and Name: 20.205
12. Is this a Research and Development Project? No
13. Indirect cost rate if used (2C.F.R. § 200.414): 109.45%

## **EXHIBIT D**

### **Work Program - Fiscal Year 2025**



# Unified Planning Work Program

**FY 2025**

Prepared By:  
Augusta Planning & Development Department  
Carla Delaney, Director



In Cooperation With:  
Aiken County, Edgefield County, and Columbia County  
Federal Transit Administration  
Federal Highway Administration  
Georgia Department of Transportation  
South Carolina Department of Transportation  
<https://www.augustaga.gov/680/ARTS-Metropolitan-Planning-Organization>

Adopted May 16, 2024

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**FISCAL YEAR 2025**

**DRAFT UNIFIED PLANNING WORK PROGRAM  
FOR THE  
AUGUSTA REGIONAL TRANSPORTATION STUDY**

**PREPARED BY THE**

**AUGUSTA PLANNING AND DEVELOPMENT DEPARTMENT**

**IN COOPERATION WITH:**

**AIKEN COUNTY PLANNING AND DEVELOPMENT DEPT.**

**AUGUSTA TRANSIT**

**LOWER SAVANNAH COUNCIL OF GOVERNMENTS**

**GEORGIA DEPARTMENT OF TRANSPORTATION AND**

**SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**

**SERVICING**

**CITY OF BLYTHE, GA | CITY OF HEPHZIBAH, GA |**

**RICHMOND COUNTY, GA | CITY OF GROVETOWN, GA |**

**COLUMBIA COUNTY, GA | FORT EISENHOWER, GA | AUGUSTA TRANSIT |**

**CITY OF NORTH AUGUSTA, SC | CITY OF AIKEN, SC | AIKEN COUNTY, SC |**

**TOWN OF BURNETTOWN, SC | CITY OF NEW ELLENTON, SC | EDGEFIELD COUNTY, SC |**

**BEST FRIEND EXPRESS | LOWER SAVANNAH COUNCIL OF GOVERNMENTS**

**ADOPTED May 16, 2024**

The contents of this report reflect the views of the persons preparing the document and those individuals are responsible for the facts and the accuracy of the data presented herein. The contents of this report do not necessarily reflect the views or policies of the Georgia Department of Transportation, the South Carolina Department of Transportation, the Federal Highway Administration, or the Federal Transit Administration. This report does not constitute a standard, specification, or regulation.

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**AUGUSTA REGIONAL TRANSPORTATION STUDY  
RESOLUTION OF THE POLICY COMMITTEE  
ADOPTION OF THE FY 2025 UNIFIED PLANNING WORK PROGRAM (UPWP)**

**WHEREAS**, in accordance with the joint Federal Transit Administration - Federal Highway Administration regulations on urban transportation planning (23 CFR Parts 420 and 450, and 49 CFR Part 613), a Unified Planning Work Program is required to be developed; and

**WHEREAS**, the Governors of Georgia and South Carolina have designated the Augusta Planning and Development Department as the Metropolitan Planning Organization (MPO) for the Augusta Regional Transportation Study, and;

**WHEREAS**, it is the objective of the Augusta Regional Transportation Study, hereinafter referred to as ARTS, to maintain a comprehensive transportation planning process which results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

**WHEREAS**, the Unified Planning Work Program is an annual element of the ARTS process which outlines the transportation-related and other planning projects to be undertaken during the forthcoming fiscal year; and

**WHEREAS**, the ARTS Citizens Advisory and Technical Coordinating Committees on May 1, 2024, recommended that the Augusta Regional Transportation Study adopt the FY 2025 Unified Planning Work Program.

**WHEREAS**, the ARTS Policy Committee on May 16, 2024, adopted the FY 2025 Unified Planning Work Program.

**NOW THEREFORE BE IT RESOLVED**, ARTS Policy Committee hereby approves the adoption of the FY 2025 Unified Planning Work Program and its Chairman is authorized to execute a joint endorsement to this effect with the Georgia Department of Transportation and the South Carolina Department of Transportation.

**CERTIFICATION**

I hereby certify that the above is a true and correct copy of a Resolution adopted by the Augusta Regional Transportation Study (ARTS) Policy Committee at a meeting held on May 16, 2024.

Sign Carla Delaney  
Print Carla Delaney  
MPO Director

05/16/2024  
Date

Sign William Molnar  
Print William Molnar  
MPO Chairman

May 16, 2024  
Date



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U.S. Department  
of Transportation  
**Federal Highway  
Administration**

**Georgia Division**

May 23, 2024

75 Ted Turner Dr.  
Suite 1000  
Atlanta, Georgia 30303  
Phone: 404-562-3630  
Fax: 404-562-3703  
[www.fhwa.dot.gov/gadiv](http://www.fhwa.dot.gov/gadiv)

In Reply Refer To:  
HIP-GA

Carla Delaney  
Director of Planning and Development  
Augusta Planning & Development Department  
535 Telfair Street  
Augusta, GA 30901

Dear Ms. Delaney:

The following is in response to our receipt of your final Fiscal Year (FY) 2025 Unified Planning Work Program (UPWP) adopted by the ARTS Board on May 16, 2024. Upon our review of the subject document, the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) have determined that the document satisfies the requirements of 23 U.S.C. 134, 49 U.S.C. 5303, 23 CFR Part 450 and 420, 2 CFR Part 200, and other pertinent legislation, regulations, and policies and hereby approve the FY 2025 UPWP.

The FY 2025 UPWP reflects \$478,766.51 of programmed PL Funds and an additional \$12,276.05 PL Set-aside for Safe and Accessible Transportation Options, totaling \$491,042.56. These funds are available upon an approved authorization. The FY 2025 UPWP 5303 funds are consistent with the distribution of FTA 5303 funds as identified by the Georgia Department of Transportation (GDOT) and are available upon award and execution by GDOT of a Transit Award Management System (TrAMS) planning grant.

Expenditure invoicing and progress reports should be submitted quarterly and/or annually, with copies to the FHWA and FTA. Expenditures incurred without prior authorization will not be reimbursed.

If you have any questions, please contact Ms. Olivia Lewis at 404-562-3639 or Ms. Aviance Webb at 404-865-5489.

Sincerely,

Olivia Lewis  
Transportation Specialist

## LIST OF ACRONYMS

<b>3C</b>	Cooperative, Continuous & Comprehensive planning	<b>DBE</b>	Disadvantaged Business Enterprise
<b>ACPDD</b>	Aiken County Planning & Development Department	<b>EJ</b>	Environmental Justice
<b>ADA</b>	Americans with Disabilities Act of 1990	<b>EMA</b>	Emergency Management Agency
<b>APA</b>	American Planning Association	<b>EPA</b>	Environmental Protection Agency
<b>APDD</b>	Augusta Planning & Development Department	<b>FAST Act</b>	Fixing America's Surface Transportation Act
<b>ARP</b>	American Rescue Plan	<b>FFR</b>	Federal Financial Reports
<b>AT</b>	Augusta Transit	<b>FHWA</b>	Federal Highways Administration
<b>ARTS</b>	Augusta Regional Transportation Study	<b>FTA</b>	Federal Transit Administration
<b>BFE</b>	Best Friend Express	<b>GA</b>	Georgia
<b>BPAC</b>	South Carolina Bicycle and Pedestrian Advocacy Committee	<b>GAMPO</b>	Georgia Association of Metropolitan Planning Organizations
<b>CAC</b>	Citizens Advisory Committee	<b>GAPA</b>	Georgia Chapter of American Planning Association
<b>CCPD</b>	Columbia County Planning Division	<b>GDOT</b>	Georgia Department of Transportation
<b>CMP</b>	Congestion Management Process	<b>GIS</b>	Geographic Information Systems
<b>CHSP</b>	Coordinated Human Services Plan	<b>ITS</b>	Intelligent Transportation Systems
<b>CMS</b>	Congestion Management System	<b>LEP</b>	Limited English Proficiency
<b>COA</b>	Comprehensive Operations Analysis	<b>LOS</b>	Level of Service
<b>COG</b>	Council of Governments	<b>LSCOG</b>	Lower Savannah Council of Governments
<b>COOP</b>	Continuity of Operations Plan	<b>MOU</b>	Memorandum of Understanding
<b>CSRA-RC</b>	Central Savannah River Area – Regional Commission	<b>MPA</b>	Metropolitan Planning Area
<b>DAR</b>	Dial-A-Ride	<b>MPO</b>	Metropolitan Planning Organization
		<b>MPR</b>	Milestone Progress Reports

<b>MSA</b>	Metropolitan Statistical Area	<b>STIP</b>	State Transportation Improvement Program
<b>MTP</b>	Metropolitan Transportation Plan	<b>TA</b>	Transportation Alternatives (TA set-aside)
<b>NAPDD</b>	North Augusta Planning and Development Department	<b>TAM</b>	Transit Asset Management
<b>NHPMS</b>	National Highway Performance Monitoring System	<b>TAP</b>	Transportation Alternatives Program
<b>NHS</b>	National Highway System	<b>TASC</b>	Transportation Association of South Carolina
<b>NPMRDS</b>	National Performance Management Research Data Set	<b>TAZ</b>	Traffic Analysis Zone
<b>NTD</b>	National Transit Database	<b>TBD</b>	To be determined
<b>NTI</b>	National Transit Institute	<b>TCAC</b>	Transit Citizens Advisory Committee
<b>PBPP</b>	Performance-Based Planning and Programming	<b>TCC</b>	Technical Coordinating Committee
<b>PC</b>	Policy Committee	<b>TDP</b>	Transit Development Plan
<b>POP</b>	Program of Projects	<b>TIP</b>	Transportation Improvement Program
<b>PPP</b>	Public Participation Plan	<b>TNSC</b>	Test Network Subcommittee
<b>PTASP</b>	Public Transit Agency Safety Plan	<b>TrAMS</b>	Transit Award Management System
<b>RFP</b>	Request for Proposals	<b>TSIR</b>	Traffic Safety Improvement Report
<b>SC</b>	South Carolina	<b>TTI</b>	Travel Time Index
<b>SCDHEC</b>	South Carolina Department of Health and Environmental Control	<b>UPWP</b>	Unified Planning Work Plan
<b>SCDOT</b>	South Carolina Department of Transportation		
<b>SCDPS</b>	South Carolina Department of Public Safety		
<b>SETP</b>	Self-Evaluation and Transition Plan		
<b>SMTF</b>	State Mass Transit Funds		

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# INTRODUCTION

## 1. Purpose of the Unified Planning Work Program

The Unified Planning Work Program (UPWP) is the annual work program for transportation and transit planning activities in the Augusta Regional Transportation Study (ARTS) area. The UPWP includes an overview of the ARTS planning process and a description of each work element for Fiscal Year 2025 (July 1, 2024 – June 30, 2025).

Work elements, tasks, activities, programs, and projects are categorized into the following functional areas:

- Program Administration
- Public Involvement
- Transportation Data Collection and Analysis
- Transportation System Planning
- Public Transit and Paratransit
- Performance-Based Planning
- Transportation Improvement Program (TIP)

Special emphasis is placed on the following areas:

- Performance-based planning
- Update project prioritization tool(s)
- Stakeholder involvement in freight, safety, and security coordination
- Developing a regional transportation system database for monitoring and updating socioeconomic and land use data and the annual demographic and growth trends report.
- Updating the Geographic Information System (GIS) mapping database
- Corridor/area planning
- Developing a framework to identify needs and coordinate stakeholders relative to coordinated human services transportation
- Enhance public transit planning for fixed-route bus, paratransit, and demand response services and enhance mobility for seniors and persons with disabilities
- Implementing local and regional air quality initiatives
- Strengthening the public involvement process
- Other special studies

## 2. ARTS Metropolitan Planning Organization Overview

ARTS is a Metropolitan Planning Organization (MPO) established for urbanized areas in Columbia County, GA, Aiken and Edgefield County, SC, and all of Augusta-Richmond County, GA. The Federal-Aid Highway Act of 1962 established the requirement for transportation planning in urban areas throughout the country. Fixing America's Surface Transportation Act (FAST Act) passed on December 4, 2015, (Pub. L. No. 114-94) reauthorizing federal-aid funding and regulations for the metropolitan transportation planning process.

The FAST Act streamlines the federal surface transportation project delivery process. Its strengths include performance-based planning, intermodal and freight movement, and multimodal transportation planning, and addresses challenges facing the transportation system. The FAST Act also makes provisions for improving safety, maintaining infrastructure conditions, reducing traffic congestion, improving the efficiency of the system, protecting the environment, and reducing delays in project delivery. Project delivery focuses on four general categories to achieve streamlining:

- Adding new flexibilities to increase efficiencies
- Refining existing authorities
- Adding new tools to accelerate project delivery
- Building on existing activities of the Federal Highways Administration (FHWA) that accelerate project delivery

The FAST Act requires that the planning process considers projects/strategies to improve the resilience and reliability of the transportation system, storm-water mitigation, and enhance travel and tourism. This UPWP has been developed per the FAST Act regulations and guidelines.

The most recent federal transportation laws affecting ARTS are the Moving Ahead for Progress in the 21st Century Act (MAP-21), enacted on July 6, 2012, the Fixing America's Surface Transportation Act (FAST Act), enacted on December 4, 2015, and the Infrastructure Investment and Jobs Act (IIJA), aka the Bipartisan Infrastructure Law (BIL), enacted on November 12, 2021.

In keeping with the original federal mandate, the ARTS metropolitan transportation planning process is cooperative, continuous, and comprehensive (3C). The ARTS MPO planning process is "cooperative" because it brings together locally elected officials, state and federal transportation personnel, citizens, and other interested parties to plan and program transportation projects. ARTS participants "continuously" evaluate transportation needs and plan for long-term improvements. The ARTS process is "comprehensive" because it considers all modes of transportation, including cars, trucks, buses, airplanes, railroads, public transit, bicycles, and pedestrians.

The ARTS Metropolitan Planning Area (MPA) includes the urbanized area of Augusta-Richmond County, Georgia, Columbia County, Georgia, Aiken County, South Carolina and Edgefield County, South Carolina Metropolitan Statistical Area (MSA), as defined by the U. S. Bureau of Census, and the area expected to be urbanized over the next twenty years. The study area includes Richmond County and the urbanized area of Columbia County in Georgia; the Fort Eisenhower Military Base; and the urbanized area of Aiken and Edgefield Counties in South Carolina. Incorporated places within the study area include four (4) cities in Georgia: Augusta, Hephzibah, Blythe, and Grovetown; and four (4) cities in South Carolina: Aiken, North Augusta, Burnetown, and New Ellenton. The study area boundaries reflecting regional growth based on the 2010-2020 Decennial Census were modified and adopted by the Policy Committee on July 20, 2023 (Figure 2).

### **3. ARTS MPO Organizational Structure**

The ARTS MPO consists of several committees that review and approve all amendments to the TIP/Metropolitan Transportation Plan (MTP), technical documents, and special studies. The current structure of committee meetings is bi-monthly, with each committee meeting two to three weeks before the subsequent committee. The role of each committee is described below and schematically presented in Figure 1.

Technical Coordinating Committee (TCC) – comprised of planners and engineers from the two states, the local governments in the study area, and two regional planning agencies. The final draft and detailed information on a project are presented to the committee for recommended approval by the Policy Committee. The composition of the TCC can be found in Appendix Section C.

Citizens Advisory Committee (CAC) – made up of citizens representing the jurisdictions and communities in the study area. The CAC provides local knowledge and citizen input on the projects and makes recommendations to the Policy Committee. The composition of the CAC can be found in Appendix Section C.

South Carolina Technical Coordinating Committee – the subcommittee for the South Carolina portion of the ARTS area is made up of planners and engineers from the South Carolina Department of Transportation (SCDOT) and local governments. The final draft and detailed information on a project are presented to the committee for recommended approval to the other ARTS MPO committees and the South Carolina Policy Subcommittee.

South Carolina Policy Subcommittee – includes local elected and appointed officials from the South Carolina portion of the ARTS area. The committee evaluates and endorses projects for inclusion in the TIP and MTP.

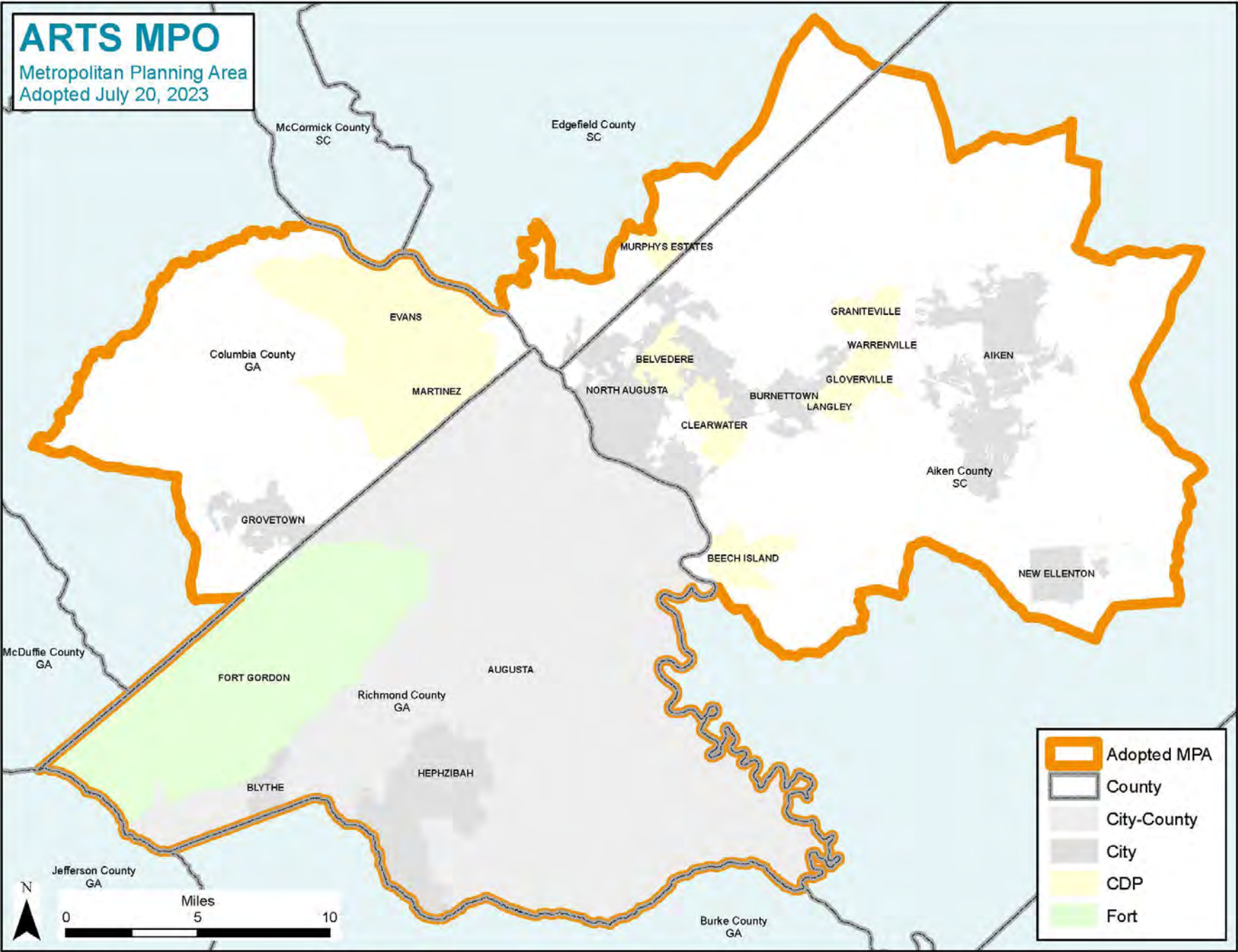
Policy Committee (PC) – voting members include elected officials from each local government in the study area, representatives from the Georgia and South Carolina Departments of Transportation, the Fort Eisenhower Garrison Commander, and representatives of providers of public transportation. The Policy Committee is responsible for making the final decision on ARTS planning and programming issues, including amendments to the MTP and TIP. The composition of the PC can be found in Appendix Section C.



Figure 1: ARTS MPO Committees



Figure 2: ARTS MPO Planning Area



#### 4. Federal Planning Factors

The FAST Act emphasizes performance-based planning as an integral component of the metropolitan planning process. Enabling this process, national planning factors were established as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve transportation system resiliency and reliability, reduce (or mitigate) the stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

#### 5. 2025 Planning Emphasis Areas:

##### **Tackling the Climate Crisis – Transition to a Clean Energy, Resilient Future – Work Element**

##### **4.4**

Federal Highway Administration (FHWA) divisions and Federal Transit Administration (FTA) regional offices should work with State departments of transportation (State DOT), metropolitan planning organizations (MPO), and providers of public transportation to ensure that our transportation plans and infrastructure investments help achieve the national greenhouse gas reduction goals of 50-52 percent below 2005 levels by 2030, and net-zero emissions by 2050, and increase resilience to extreme weather events and other disasters resulting from the increasing effects of climate change. Field offices should encourage State DOTs and MPOs to use the transportation planning process to accelerate the transition toward electric and other alternative-fueled vehicles, plan for a sustainable infrastructure system that works for all users, and undertake actions to prepare for and adapt to the impacts of climate change. Appropriate Unified Planning Work Program work tasks could include identifying the barriers to and opportunities for deployment of fueling and charging infrastructure; evaluating opportunities to reduce greenhouse gas emissions by reducing single-occupancy vehicle trips and increasing access to public transportation, shift to lower emission modes of transportation; and identifying transportation system vulnerabilities to climate change impacts and evaluating potential solutions. We encourage you to visit FHWA's Sustainable Transportation or FTA's Transit and Sustainability Webpages for more information.

(See [EO 14008](#) on "Tackling the Climate Crisis at Home and Abroad," [EO 13990](#) on "Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis," [EO 14030](#) on "Climate-Related Financial Risk," See also [FHWA Order 5520](#) "Transportation System Preparedness and Resilience to Extreme Weather Events," FTA's "[Hazard Mitigation Cost Effectiveness Tool](#)," FTA's "[Emergency Relief Manual](#)," and "[TCRP Document 70: Improving the Resilience of Transit Systems Threatened by Natural Disasters](#)")

##### **Equity and Justice<sup>40</sup> in Transportation Planning - Work Element 3.4**

FHWA Division and FTA regional offices should work with State DOTs, MPOs, and providers of public transportation to advance racial equity and support for underserved and disadvantaged communities. This will help ensure public involvement in the planning process and that plans and strategies reflect various perspectives, concerns, and priorities from impacted areas. We encourage the use of strategies that: (1)

improve infrastructure for non-motorized travel, public transportation access, and increased public transportation service in underserved communities; (2) plan for the safety of all road users, particularly those on arterials, through infrastructure improvements and advanced speed management; (3) reduce single-occupancy vehicle travel and associated air pollution in communities near high-volume corridors; (4) offer reduced public transportation fares as appropriate; (5) target demand-response service towards communities with higher concentrations of older adults and those with poor access to essential services; and (6) consider equitable and sustainable practices while developing transit-oriented development including affordable housing strategies and consideration of environmental justice populations.

[Executive Order 13985](#) (*Advancing Racial Equity and Support for Underserved Communities*) defines the term “equity” as the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. The term “underserved communities” refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of “equity.” In addition, [Executive Order 14008](#) and [M-21-28](#) provide a whole-of-government approach to advancing environmental justice by stating that 40 percent of Federal investments flow to disadvantaged communities. FHWA Division and FTA regional offices should work with State DOTs, MPOs, and providers of public transportation to review current and new metropolitan transportation plans to advance Federal investments in disadvantaged communities.

To accomplish both initiatives, our joint planning processes should support State and MPO goals for economic opportunity in disadvantaged communities that have been historically marginalized and overburdened by pollution and underinvestment in housing, transportation, water and wastewater infrastructure, recreation, and health care.

#### **Complete Streets - Work Element 4.6**

FHWA Division and FTA regional offices should work with State DOTs, MPOs, and providers of public transportation to review current policies, rules, and procedures to determine their impact on safety for all road users. This effort should work to include provisions for safety in future transportation infrastructure, particularly those outside automobiles.

A complete street is safe, and feels safe, for everyone using the street. FHWA and FTA seek to help Federal aid recipients plan, develop, and operate streets and networks that prioritize safety, comfort, and access to destinations for people who use the street network, including pedestrians, bicyclists, transit riders, micro-mobility users, freight delivery services, and motorists. The goal is to provide an equitable and safe transportation network for travelers of all ages and abilities, including those from marginalized communities facing historic disinvestment. This vision is not achieved through a one-size-fits-all solution – each complete street is unique and developed to best serve its community context and its primary role in the network.

Per the National Highway Traffic Safety Administration’s 2019 data, 62 percent of the motor vehicle crashes that resulted in pedestrian fatalities took place on arterials. Arterials tend to be designed for vehicle movement rather than mobility for non-motorized users and often lack convenient and safe crossing opportunities. They can function as barriers to a safe travel network for road users outside of vehicles.

To be considered complete, these roads should include safe pedestrian facilities, safe transit stops (if present), and safe crossing opportunities on an interval necessary for accessing destinations.

A safe and complete network for bicycles can also be achieved through a safe and comfortable bicycle facility



located on the roadway, adjacent to the road, or on a nearby parallel corridor. Jurisdictions will be encouraged to prioritize safety improvements and speed management on arterials that are essential to creating complete travel networks for those without access to single-occupancy vehicles.

### **Public Involvement - Work Element 2.1**

Early, effective, and continuous public involvement brings diverse viewpoints into the decision-making process. FHWA Division and FTA regional offices should encourage MPOs, State DOTs, and providers of public transportation to increase meaningful public involvement in transportation planning by integrating Virtual Public Involvement (VPI) tools into the overall public involvement approach while ensuring continued public participation by individuals without access to computers and mobile devices. The use of VPI broadens the reach of information to the public and makes participation more convenient and affordable to greater numbers of people. Virtual tools provide increased transparency and access to transportation planning activities and decision-making processes. Many virtual tools also provide information in visual and interactive formats that enhance public and stakeholder understanding of proposed plans, programs, and projects. Increasing participation earlier in the process can reduce project delays and lower staff time and costs. More information on VPI is available [here](#).

### **Strategic Highway Network (STRAHNET)/U.S. Department of Defense (DOD) Coordination - Work Element 7.1**

FHWA Division and FTA regional offices should encourage MPOs and State DOTs to coordinate with representatives from DOD in the transportation planning and project programming process on infrastructure and connectivity needs for STRAHNET routes and other public roads that connect to DOD facilities. According to the Declaration of Policy in 23 U.S.C. 101(b)(1), it is in the national interest to accelerate construction of the Federal-aid highway system, including the Dwight D. Eisenhower National System of Interstate and Defense Highways, because many of the highways (or portions of the highways) are inadequate to meet the needs of national and civil defense. The DOD's facilities include military bases, ports, and depots. The road networks that provide access and connections to these facilities are essential to national security. The [64,200-mile STRAHNET system](#) consists of public highways that provide access, continuity, and emergency transportation of personnel and equipment in times of peace and war. It includes the entire 48,482 miles of the Dwight D. Eisenhower National System of Interstate and Defense Highways and 14,000 miles of other non-interstate public highways on the National Highway System. The STRAHNET also contains approximately 1,800 miles of connector routes linking more than 200 military installations and ports to the primary highway system. The DOD's facilities are also often major employers in a region, generating substantial volumes of commuter and freight traffic on the transportation network and around entry points to the military facilities. Stakeholders are encouraged to review the STRAHNET maps and recent Power Project Platform (PPP) [studies](#). These can be a useful resource in the State and MPO areas covered by these route analyses.

### **Federal Land Management Agency (FLMA) Coordination**

FHWA Division and FTA regional offices should encourage MPOs and State DOTs to coordinate with FLMAs in the transportation planning and project programming process on infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to Federal lands. Through joint coordination, the State DOTs, MPOs, Tribal Governments, FLMAs, and local agencies should focus on the integration of their transportation planning activities and develop cross-cutting State and MPO long-range transportation plans, programs, and corridor studies, as well as the Office of Federal Lands Highway's developed transportation plans and programs. Agencies should explore opportunities to leverage transportation funding to support the access and transportation needs of FLMAs before transportation projects are programmed in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP). Each State must consider the concerns of FLMAs that have jurisdiction over land within the boundaries of the State (23 CFR 450.208(a)(3)). MPOs must appropriately involve FLMAs in the development of the metropolitan transportation plan and the TIP (23 CFR 450.316(d)). Additionally, the Tribal Transportation Program,

Federal Lands Transportation Program, and the Federal Lands Access Program TIPs must be included in the STIP, directly or by reference, after FHWA approval in accordance with 23 U.S.C. 201(c) (23 CFR 450.218(e)).

**Planning and Environment Linkages (PEL)**

FHWA Division and FTA regional offices should encourage State DOTs, MPOs, and Public Transportation Agencies to implement PEL as part of the transportation planning and environmental review processes. The use of PEL is a collaborative and integrated approach to transportation decision-making that considers environmental, community, and economic goals early in the transportation planning process and uses the information, analysis, and products developed during planning to inform the environmental review process. PEL leads to interagency relationship building among planning, resource, and regulatory agencies in the early stages of planning to inform and improve project delivery timeframes, including minimizing duplication and creating one cohesive flow of information. This results in transportation programs and projects that serve the community's transportation needs more effectively while avoiding and minimizing the impacts on human and natural resources. More information on PEL is available [here](#).

**Data in Transportation Planning**

To address the emerging topic areas of data sharing, needs, and analytics, the FHWA Division and FTA regional offices should encourage State DOTs, MPOs, and providers of public transportation to incorporate data sharing and consideration into the transportation planning process, because data assets have value across multiple programs. Data sharing principles and data management can be used for a variety of issues, such as freight, bike and pedestrian planning, equity analyses, managing curb space, performance management, travel time reliability, connected and autonomous vehicles, mobility services, and safety. Developing and advancing data sharing principles allows for efficient use of resources and improved policy and decision making at the State, MPO, regional, and local levels for all parties.

## 6. MPO Planning Factors

Item 3.

MPO Planning Factors are presented in the following table. The tasks contained in this UPWP aim to incorporate the national planning framework as follows:

FY 2025 UPWP Work Elements		Planning Factors									
		Economic Vitality	Safety	Security	Accessibility/Mobility	Enhance/Protect Environment	Integration/Connectivity	Management and Operation	Preservation	Resiliency/Reliability/ Mitigation	Enhance Travel and Tourism
<b>Administration</b>											
	1.1 Program Coordination	✓			✓	✓	✓	✓	✓		
	1.2 Training & Employee Education	✓				✓					
	1.3 Unified Planning Work Program					✓	✓	✓		✓	
<b>Public Involvement</b>											
	2.1 Community Outreach/Education	✓	✓	✓	✓	✓					
<b>Transportation Data Collection &amp; Analysis</b>											
	3.1 Socioeconomic Data / Environmental Justice							✓	✓		
	3.2 Land Use Monitoring		✓	✓		✓		✓	✓	✓	
	3.3 Transportation Surveys, Model & Analysis		✓	✓		✓		✓	✓	✓	
	3.4 Environmental Justice/Title VI			✓	✓	✓		✓			
	3.5 GIS Development & Applications							✓			
<b>Transportation System Planning</b>											
	4.1 Long Range Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	4.2 Congestion Management		✓	✓	✓		✓			✓	✓
	4.3 Intermodal Planning	✓	✓	✓	✓	✓	✓			✓	✓
	4.4 Air Quality				✓	✓			✓		
	4.5 Complete Streets	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Public Transit/Paratransit</b>											
	8.1 Program Support and Administration	✓				✓		✓	✓	✓	
	8.2 Long-Range Transportation Planning (System Level)	✓				✓		✓	✓	✓	
	8.3 Short-Range Transportation Planning	✓				✓		✓	✓	✓	
	8.4 Transportation Improvement Plan	✓				✓		✓	✓	✓	
<b>Performance-Based Planning</b>											
	6.1 Performance-Based Planning	✓	✓	✓	✓	✓	✓	✓	✓	✓	
<b>Transportation Improvement Program</b>											
	7.1 Transportation Improvement Program						✓	✓	✓		

## 7. 2050 Metropolitan Transportation Plan (MTP) Goals and Objectives

The table below shows the ARTS Future Mobility 2050 MTP goals, objectives, and planning emphasis areas to address regional transportation issues/priorities.

2050 MTP GOALS AND OBJECTIVES	PLANNING EMPHASIS AREAS
<p>1. <b>Reduce Traffic Congestion and Delay</b> - Promote strategies to reduce traffic congestion and delay.</p>	<ul style="list-style-type: none"> <li>• Maximize existing transportation facilities through active management and integrated systems in real time.</li> <li>• Implement projects that improve street network connectivity to provide alternative routes and increase system redundancy.</li> <li>• Continue to implement and promote strategies and policies such as Transportation Demand Management (TDM), public transit, and alternative transportation modes to reduce demand for single-occupant motor vehicle travel.</li> <li>• Support regional connectivity and ridesharing through investment in intercity bus service, intercity bus facilities, and commuter vanpools.</li> </ul>
<p>2. <b>Mobility, Accessibility &amp; Connectivity</b> - Promote strategies that improve mobility, accessibility, and connectivity for all users of the transportation network including public transit and non-motorized modes.</p>	<ul style="list-style-type: none"> <li>• Prioritize transportation improvements that support access to the urban core.</li> <li>• Increase access, expand, and improve the reliability of public transportation.</li> <li>• Promote investment in infrastructure for non-motorized modes such as bicycles and pedestrians.</li> </ul>
<p>3. <b>Safety &amp; Security</b> - Improve traffic safety and improve the security of transportation systems.</p>	<ul style="list-style-type: none"> <li>• Reduce the number and severity of crashes, injuries, and fatalities across all modes by coordinating safety improvements with planning initiatives.</li> <li>• Reduce the vulnerability of existing transportation infrastructure to natural disasters by supporting the development of regional preparedness plans.</li> <li>• Continue to educate all users of the transportation network on safety and sharing the road.</li> </ul>
<p>4. <b>Maintenance and System Preservation</b> - Maintain and preserve the existing transportation system to provide safe and reliable movement of persons and goods/freight.</p>	<ul style="list-style-type: none"> <li>• Adequately fund routine maintenance and rehabilitation of roadways, pavement, and bridges.</li> <li>• Provide viable public transportation options to meet daily travel needs.</li> <li>• Monitor and manage transportation assets to prioritize improvements.</li> </ul>



<p>5. <b>Economic Vitality</b> - Enhance the economic vitality of the region and promote job opportunities.</p>	<ul style="list-style-type: none"> <li>• Provide transportation linkages to employment, business, retail activity, and other activity centers.</li> <li>• Address the needs of the local freight industry and the intermodal movement of goods via rail and truck.</li> <li>• Promote investments in transportation facilities that provide access to tourist destinations.</li> <li>• Enhance the visual appeal of transportation facilities.</li> </ul>
<p>6. <b>Environmental Stewardship</b> - Enhance the social and environmental fabric of the region.</p>	<ul style="list-style-type: none"> <li>• Minimize disruption or displacement of residential or commercial areas from restructured or new transportation facilities.</li> <li>• Minimize impact on environmental resources, wetlands, wildlife, historic properties, and water quality.</li> <li>• Reduce mobile emissions and meet air quality standards with projects including managed lanes, operational projects, transit, and non-motorized vehicles such as bicycles, and pedestrians.</li> <li>• Serve Environmental Justice populations through direct benefits or access to the project.</li> <li>• Reduce or mitigate the stormwater impacts of surface transportation.</li> </ul>
<p>7. <b>Land Use &amp; Transportation Integration</b> - Promote efficient land use and development patterns that improve safety and economic vitality to meet existing and future multimodal transportation needs.</p>	<ul style="list-style-type: none"> <li>• Provide transportation services that conform with regional and local land use plans.</li> <li>• Control access to conservation or preservation areas to discourage development.</li> <li>• Promote redevelopment of the urban fringe through improved accessibility.</li> <li>• Promote the concentration of future employment and other activity centers along existing and planned major travel corridors.</li> <li>• Preserve and enhance the natural and built environments through context-sensitive solutions that exercise flexibility and creativity to shape effective transportation solutions.</li> <li>• Protect adequate rights-of-way in newly developing and redeveloping areas for pedestrian, bicycle, transit, and roadway facilities.</li> </ul>
<p>8. <b>Financial Feasibility</b> - Develop a financially and politically feasible plan and gain broad support by increasing the safety and security of the transportation system for all users.</p>	<ul style="list-style-type: none"> <li>• Prioritize projects with high project readiness and available funding.</li> </ul>
<p>9. <b>Effective Engagement and Coordination</b> - Promote effective public and stakeholder engagement and coordinate strategies throughout the planning process.</p>	<ul style="list-style-type: none"> <li>• Foster coordination with local, state, and federal partners to implement community priorities.</li> <li>• In partnership with local communities, equitably and strategically focus resources in areas of need and importance.</li> </ul>

## 8. Transportation Planning Priorities

The 2050 MTP identified specific priorities for the regional transportation priorities. These priorities were identified through Travel Behavior Surveys conducted during the planning process and reflect the plan's goals and FHWA Planning Emphasis Areas. As a result, the following priorities are important to improving the ARTS planning area's transportation system and relate to the 2050 MTP Goals and FHWA Planning Emphasis Areas:

**2055 Metropolitan Transportation Plan (MTP)** – the 2050 MTP update was completed in September 2020. The staff made the necessary updates in response to changing transportation needs and priorities and conform to the transportation planning regulations. The consultant (WSP USA Inc.,) completed the update and its various components, including the Freight Plan update, the Bicycle and Pedestrian Plan update, and the Project Prioritization and Performance-Based Planning Measures as required by the FAST Act. ARTS staff will begin taking steps to complete the 2055 MTP. The 2055 MTP development process and the content will prioritize equity, economy, climate change/resiliency, and COVID-19 relief efforts.

**Corridor Planning** - The purpose of corridor planning is to analyze traffic and travel conditions along major transportation corridors and sub-areas and develop impact and land use patterns on existing and future transportation systems. It also determines the potential growth, traffic flow, safety, multimodal mobility, and transportation infrastructure needs for short- and long-term improvements. The important study themes are to reduce/mitigate congestion, improve traffic flow, and traffic safety; increase mobility during peak travel times; optimize the relationship between land use and transportation; access management; complete streets; enhance multimodal systems and connectivity; evaluate existing and future travel; and analyze the need and location for intersection improvements.

**Public Transportation** – The MPO and local transit providers are challenged to increase the use of public transportation in an era with land use patterns that encourage strip development and urban sprawl. Furthermore, the MPO is also mandated to improve accessibility for the elderly, retirees, and veterans with limited personal budgets. Providing transportation services for the disabled and the Environmental Justice (EJ) population groups to meet the demand for medical trips and workforce development continues to be a priority through the development of a Coordinated Human Services Plan (CHSP). The ARTS transportation planning staff will continue to strive to provide access to essential services for low-income, minorities, environmental justice populations, seniors, and individuals with disabilities through better utilization of Federal Transit Administration (FTA) Section 5310 funds to support mobility management and enhance transit service provided by the Lower Savannah Council of Governments (LSCOG). The continued use of paratransit services within the 0.75-mile buffer along fixed routes will be expanded by the new GIS address database. Both programs support regional transit improvements and the regional model of cooperation.

During FY 2024, ARTS staff continued ongoing FTA grant administration for Section 5310, provided technical support to the Transit Citizens Advisory Committee (TCAC), and assisted Augusta Transit (AT) with developing an implementation strategy for transit service improvements identified in the Comprehensive Operations Analysis (COA) Report completed in 2018. Other ongoing tasks related to public transit include transit asset management and the monitoring of transit ridership and service operation data to develop performance measures and target settings. ARTS will also work with AT, LSCOG Central Savannah River Area – Agency on Aging, and other social service agencies to address transit issues for the elderly and persons with disabilities through the implementation of the CHSP.

**Performance-Based Planning** – The integration of performance management concepts into the existing federally-required transportation planning and programming processes involves using data to support *long-range* and *short-range* investment decision-making. For the FHWA, the FAST Act<sup>1</sup> establishes the following National Performance Goals for

<sup>1</sup> <https://www.fhwa.dot.gov/fastact/legislation.cfm>

Federal highway programs: safety, infrastructure condition, congestion reduction, system reliability, freight movement, economic vitality, environmental sustainability, and reducing project delivery delays.

In the ARTS MPO, the Safety Performance measures provided by the Georgia Department of Transportation (GDOT) and SCDOT will be adopted by the MPO every year by the end of February. Additionally, the ARTS MPO worked with GDOT, SCDOT, FHWA, and FTA on the further development of future performance measures for roads and bridges, highway asset management, system performance, and MPO coordination. The Performance-Based Planning and Programming (PBPP) measures will be included in the 2050 MTP and the TIP updates as more information on the performance measures is received from GDOT and SCDOT.

**Coordinating Land Use and Transportation** – Coordinating land use and transportation improvements is an important task, given expected regional development patterns. In FY 2025, ARTS continued to collect certificates of occupancy for residential and commercial developments to track land development and update the GIS spatial analysis and maps. ARTS will continue these tasks and work with Aiken County, Edgefield County, and Columbia County, and the MPO cities to improve data collection, analysis, and reporting. This data analysis is part of the Regional Transportation System GIS Database. ARTS will continue efforts to develop an annual growth trend report to support socioeconomic demographic data updates for travel modeling.

In FY 2025, the MPO will work closely with local planning and development organizations to monitor updates to land use plans; review site plans for regional models for existing or future traffic generators; utilize area zoning maps to update the existing regional land use map; develop a future regional land use map and spatial analysis; develop and promote best land-use practices that support sustainable development; and reduce transportation impacts and enhance land use and transportation integration near employment/retail/commercial activity nodes along regional transportation corridors.

ARTS will identify feasible redevelopment alternatives to strip development that enhance opportunities for redevelopment along regional corridors and other highway improvements included in the TIP. Coordinating land use and transportation is an important component of the MTP since it provides an opportunity to analyze the effects of growth, develop policy responses to regional issues, and determine the demand for public facilities. Additionally, coordinated land use and transportation enables local, regional, and federal agencies to address access management, right-of-way concerns, utilities, and stormwater issues using common expectations about future growth and development.

**Intermodal Connections and Safety** – Due to the presence of at-grade railroad crossings on roads throughout the ARTS planning area, there are many opportunities for conflicts between trains, vehicles, and alternative modes of transportation. Cooperation between the railroads, transportation agencies, and local governments is pertinent in resolving this long-term problem and improving traffic safety. ARTS staff will continue to work with the Citizens Advisory Committee (CAC), Technical Coordinating Committee (TCC), Policy Committee (PC), and Chambers of Commerce to identify key stakeholders from railroad companies, trucking, other freight interest groups, and large industries to encourage participation and integration in the metropolitan planning process.

## 9. Fiscal Year 2024 - Highlights and Accomplishments

- Commenced preparation of FY 2025 UPWP
- Commenced preparation of 2055 MTP UPWP
- Commenced preparation of Regional Freight Plan Update
- Executed 2050 MTP – Amendments, Transit Capital Program of Projects (POP), updated Performance Measures to align with 2050 Transportation Goals and Congestion Management System (CMS)
- FY 2024-2033 Transportation Improvement Program Adoption
- Established Performance-Based Planning – Safety and Public Transit Performance Measures
- Updated Title VI FHWA Monitoring report & Title VI FTA Monitoring report
- Awarded GDOT FY 2024 Planning Grant

- Submitted GDOT FTA 5303 Planning Grant application for FY 2025
- Submitted FTA 5310 grant application & administrative and grant management
- Completed Regional Transportation System Database – socioeconomic data and traffic/travel data, and Growth Trends Report
- Updated Online Interactive Public Forum – ARTS TIP/MTP Interactive Transportation Projects
- Completed the ARTS Traffic Safety Improvement Report – semi-annual update
- Updated the list of Administrative Modifications in TIP and MTP
- Completed FY 2025 Annual Obligated Projects
- Completed the 2022 Bike and Pedestrian Plan Update
- Completed the Envision Augusta Comprehensive Plan 5 Year - Update
- ARTS MPO Transit Feasibility Study and Implementation Action Plan report
- ARTS MPO Environmental Protection Agency (EPA) Path Forward report

## 10. Other Planning Studies Underway or Recently Completed

ONGOING AND FUTURE PLANNING STUDIES FOR THE ARTS AREA		
NAME	DESCRIPTION	DATE COMPLETED/ADOPTED
Regional Freight Plan Update	The ARTS MPO solicited Metro Analytics, Inc. to develop the Augusta Regional Freight Profile. The update will reassess the existing freight plan (2008 Augusta Regional Freight Profile) as well as address the current and future freight volumes, bottlenecks, and potential solutions.	Work started in FY 2024 and will end in FY 2025; expected to be completed on or before November 2024.
Special Studies – 2055 Metropolitan Transportation Plan update	The ARTS MPO will solicit consultants to develop the 2055 MTP. MPO staff will update SE data for the regional travel model; and procure consultants.	Work will be performed in FY 2024 and 2025; expected to be completed on or before September 2025
Special Studies – Congestion Management Process Update	Augusta Planning and Development Department (APDD) will solicit consultants to update the CMP, conduct the CMP Monitoring Report, and develop a Project Prioritization Process.	The project will begin in FY 2024 expected to be completed in January 2026

# WORK ELEMENT 1 – ADMINISTRATION

## TASK 1.1 - Program Coordination

**Purpose:** Complete all the basic activities needed to coordinate the work of ARTS participants and ensure compliance with all federal and state requirements.

### Previous Work

1. Coordinated work among study participants, governments, and citizens; including agenda items for ARTS South Carolina Policy Subcommittee.
2. Updated and monitored staff work program for APDD to reflect UPWP tasks.
3. Organized ARTS Committee agenda and meetings.
4. Prepared minutes for the CAC, TCC, and PC meetings held bi-monthly.
5. Approved meeting minutes from previous meetings and approval during each meeting.
6. Updated the TCC, CAC, and PC bylaws and membership lists.
7. Updated the meeting calendar, current TIP, and UPWP.
8. Created and disseminated newsletters for existing and new committee members.
9. Prepared and submitted progress reports with quarterly requisitions and a year-end progress report for reimbursement.

**FY 2025 Work Activities and Schedule:** Activities under this work element include, but are not limited to the following:

ACTIVITY	EXPECTED COMPLETION DATE
1. Coordinate work among study participants, governments, and citizens.	<p>Monthly &amp; Quarterly FY 2025</p> <p>Quarterly reports are due on the 15<sup>th</sup> day following the last day of the month.</p>
2. Monitor the work program schedule.	
3. Provide progress reports to all ARTS committees.	
4. Organize ARTS Committee meetings and prepare minutes of those meetings.	
5. Update the ARTS Policy and Procedures Manual and ARTS committees' membership list.	
6. Travel to meetings with ARTS participants, as well as other transportation-related meetings or conferences.	
7. Amend the transportation planning process in response to changes in federal laws and regulations.	
8. Submit progress reports with quarterly requisitions and a year-end progress report with the final requisition.	
9. Implement a Continuity of Operations Plan (COOP) for ARTS and identify gaps and areas needing improvements to ensure continuous operations in the event of a catastrophe.	Schedule TBD to coincide with County Emergency Management Agency (EMA) training or drills
10. 2024 Financial SEFA Report (Grant Reconciliation)	February 28, 2025
11. Finalize ARTS Memorandum of Understanding	July 2024 – September 2025
12. 2024 TMA Certification Review Desk Audit	July 2024 – October 2024

**Work Schedule:** July 1, 2024 - June 30, 2025

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$48,000.00	\$12,000.00	\$60,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$6,000.00	\$45,000.00	\$51,000.00
ACPDD (SC PL Match)	\$1,500.00	\$11,250.00	\$12,750.00
<b>TOTAL</b>	<b>\$7,500.00</b>	<b>\$56,250.00</b>	<b>\$63,750.00</b>

## TASK 1.2 - Training & Employee Education

**Purpose:** Expand the working knowledge of transportation planning methods, tools, techniques, and procedures of the staff members involved in ARTS activities.

### Previous Work

- Staff participated in conferences and work sessions sponsored by the Georgia Chapter of the American Planning Association (GAPA), the Georgia Association of Metropolitan Planning Organizations (GAMPO) Conference, the Association of Metropolitan Planning Organizations (AMPO), the Georgia Transit Administration Annual and Fall Conferences, and the American Planning Association (APA) Conference.
- Staff also attended workshops and stakeholder meetings sponsored by FHWA, GDOT, SCDOT, FTA, and the bi-annual GAMPO conferences.

### FY 2025 Work Activities and Schedule

- Attend transportation planning-related webinars, seminars, conferences, and meetings as opportunities arise.
- Participate in educational opportunities related to topics covered by other work elements in the UPWP. Examples include GDOT training classes, the annual GAMPO conference and work session, FHWA workshops and National Transit Institute (NTI) training courses, the annual South Carolina MPO/Council of Governments (COG) conference, the annual American Planning Association (APA) Conference – SC Chapter, the Annual Training Conference sponsored by TASC and mandatory continued education for planning staff as required by the South Carolina State Legislature.

ACTIVITY	EXPECTED COMPLETION DATE
1. 2025 Georgia Chapter of APA Fall Conference	Sept/Oct 2024
2. 2025 APA National Conference	April 2025
3. South Carolina American Planning Association Conference	Spring 2025
4. Georgia Association of MPOs Business Meetings and Annual Conference	September 2024/ March 2025
5. Association of Metropolitan Planning Organizations (AMPO) Conference	September 2024
6. Meetings/Workshops with GDOT, SCDOT, and FHWA	On-Going
7. In-house MPO staff training (NHI Courses, ESRI, etc.)	On-Going

**Work Schedule:** July 1, 2024 - June 30, 2025

## COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$44,000.00	\$11,000.00	\$55,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTAL
FHWA (SC PL)	\$0.00	\$6,000.00	\$6,000.00
ACPDD (SC PL Match)	\$0.00	\$1,500.00	\$1,500.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$7,500.00</b>	<b>\$7,500.00</b>

## TASK 1.3 - Unified Planning Work Program

**Purpose:** The Unified Planning Work Program (UPWP) defines all ARTS planning activities undertaken in any fiscal year. The UPWP identifies the various agencies that will perform each activity and determines sources of funding for study activities. This document is prepared in conformance with Federal regulations.

Activities involved in preparing the UPWP include a review of planning issues; the development of goals and objectives to address those issues; and the development of planning programs that coincide with the stated goals and objectives. The planning programs must be assigned to the proper study participants and funding must be secured.

### Previous Work

1. FY 2025 UPWP was approved on March 21, 2024 (tentatively).
2. Tracked and documented UPWP work activities, budget, and expenses to produce quarterly reimbursement reports and performance reports.

**FY 2025 Work Activities and Schedule:** The following activities will be undertaken by the Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), and Lower Savannah Council of Governments (LSCOG) in developing the UPWP:

ACTIVITIES	EXPECTED COMPLETION DATE
1. Modifications and amendments to the FY 2025 UPWP	As Needed
2. Start Draft of FY 2026 UPWP	September 2024
3. Complete Draft of FY 2026 UPWP	November 2024
4. Submit the draft to Federal, State, and Local agencies for comments	November 2024
5. Incorporate comments from reviewing agencies & other stakeholders	January 2025
6. E-mail revised Draft FY 2026 UPWP to state and federal agencies	January 2025
7. E-mail revised Draft FY 2026 UPWP to CAC/TCC/PC	January 2025
8. CAC /TCC endorses Final FY 2026 UPWP	March 2025
9. PC endorses Final FY 2026 UPWP	March 2025
10. Complete Resolution of Final FY 2026 UPWP	March 2025
11. Endorsement by GDOT	March 2025



ACTIVITIES	EXPECTED COMPLETION DATE
12. Endorsement by FHWA/FTA	April 2025
13. E-Mail Final FY 2026 UPWP to state and federal agencies	April 2025

**Work Schedule:** July 1, 2024 - June 30, 2025

**Product(s):** FY 2026 ARTS Unified Planning Work Program (UPWP)

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$24,000.00	\$6,000.00	\$30,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$800.00	\$2,000.00	\$2,800.00
ACPDD (SC PL Match)	\$200.00	\$500.00	\$700.00
<b>TOTAL</b>	<b>\$1,000.00</b>	<b>\$2,500.00</b>	<b>\$3,500.00</b>

## WORK ELEMENT 2 – PUBLIC INVOLVEMENT

### TASK 2.1 - Community Outreach/Education

**Purpose:** Provide information to ARTS participants and the public about the transportation planning process; respond to requests for information from the public; and foster valuable public input into all transportation plans, programs, and projects.

Public involvement is an integral part of the success of the regional transportation planning process. The ARTS Public Participation Plan was adopted by the Policy Committee on June 4, 2007, and amended on September 6, 2012, December 7, 2017, and July 22, 2021. The Plan guides community outreach, education, and public input into the regional transportation planning process. It also includes the steps to be taken to consult with other interested parties that have a stake in the transportation planning process. A variety of outreach and educational techniques are employed to obtain public input including, but not limited to, publicizing proposed changes to ARTS documents through multiple media platforms.

#### Previous Work

1. Distributed ARTS meeting agendas to stakeholders and all area media outlets.
2. Responded to requests for information/interviews from media outlets (print, TV, and radio).
3. Provided regular feedback to CAC on issues and concerns
4. Provided opportunities for public involvement for reviews and comments on amendments to the TIP and MTP per the procedures in the ARTS Public Participation Plan.
5. Published and distributed the ARTS newsletter.
6. Distributed ARTS information at other public meetings.
7. Updated the MPO website regularly with information on ARTS meetings, plans, and special studies.
8. Provided technical support to the TCAC of Augusta Transit.
9. Evaluated the effectiveness of existing public involvement techniques.
10. Responded to requests for information from the public and other stakeholders.
11. Completed four (4) public meetings for the FY 2024-2033 TIP.

**FY 2025 Work Activities and Schedule:** During this program year, the MPO staff will implement the strategies in the ARTS Participation Plan. Anticipated public outreach opportunities include the following:

ACTIVITIES	EXPECTED COMPLETION DATE
1. Public comment periods for amendments and the annual update of the TIP. Prepare meeting summaries and respond to public questions.	As Needed
2. ARTS Newsletter publication and dissemination.	Bi-Annually
3. Placement of ARTS MPO documents in local libraries in the study area as reference periodicals.	On-Going
4. Prepare public notices, flyers, press releases, and posters for public review /comment periods. Web site updates – Public meeting materials and Online Interactive Public Forum – ARTS TIP/MTP Interactive Transportation Projects.	As Needed

**Work Schedule:** July 1, 2024 - June 30, 2025

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

<b>GEORGIA</b>	<b>FHWA (GA PL)</b>	<b>APDD (GA PL Match)</b>	<b>TOTALS</b>
	\$28,000.00	\$7,000.00	<b>\$35,000.00</b>

<b>SOUTH CAROLINA</b>	<b>APDD</b>	<b>ACPDD</b>	<b>TOTALS</b>
FHWA (SC PL)	\$2,000.00	\$5,000.00	<b>\$7,000.00</b>
ACPDD (SC PL Match)	\$500.00	\$1,250.00	<b>\$1,750.00</b>
<b>TOTAL</b>	<b>\$2,500.00</b>	<b>\$6,250.00</b>	<b>\$8,750.00</b>

## WORK ELEMENT 3 – TRANSPORTATION DATA COLLECTION AND ANALYSIS

### TASK 3.1 - Socioeconomic Data/Environmental Justice

**Purpose:** Maintain a comprehensive, current socioeconomic database for the transportation planning process. Activities under this work element will focus on maintaining and updating the socioeconomic data needed for the ARTS travel demand model and the provision of essential services to all under-served populations.

The socioeconomic characteristics used in the ARTS travel demand model will be updated and major land-use data will be analyzed to track changes to Traffic Analysis Zone (TAZ) centroids. Environmental Justice (EJ) data is used to assess the impact of transportation projects on all under-served populations. The basic socioeconomic data is aggregated at the traffic zone level. EJ data will be aggregated at the census tract level. The MPO, with assistance from Columbia County, Georgia, will continue to maintain the data for the Georgia portion of the study area. Aiken County and the LSCOG, with assistance from ARTS staff, will maintain the data for the South Carolina portion of the ARTS area. GDOT will continue to maintain the ARTS travel demand model.

#### Previous Work

1. Requested and compiled annual socioeconomic data estimates, at the county and pertinent city level.
2. Initiated developing a regional GIS database of available data resources for transportation planning.
3. Collected new business licenses, construction permits, and school enrollment data to track employment and retail/commercial and non-retail traffic generators.

**FY 2025 Work Activities and Schedule:** Activities under this work element focus on the socioeconomic data used and entered into the ARTS travel demand model.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Estimate the updated population and housing based on building permit data. Specific dates are July 1st and January 1st.	On-Going
2. Collect educational institution (i.e., school, college, etc.,) enrollment and employment figures and allocate them to TAZs.	March 2025
3. Collect the latest employment estimates and allocate them to TAZs based on known/observed trends.	April 2025
4. Compile the latest Median Household Income Level estimates at the TAZ level.	April 2025
5. Assess the impact of transportation projects on all under-served populations.	As Needed
6. Update, implement, and monitor the EJ Plan through GIS data analysis and conduct the benefits/burden analysis relative to transportation improvement projects and capital public transit projects implemented within the MPO area.	April 2025
7. Produce ARTS MPO Annual Growth Trends Report	April 2025

**Work Schedule:** July 1, 2024 - June 30, 2025

#### Product(s):

1. Annual Population and Land Development Growth Trends Report.
2. Updated Socioeconomic demographic data by TAZ for 2055 MTP Update

## COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$24,000.00	\$6,000.00	<b>\$30,000.00</b>

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$1,200.00	\$2,400.00	<b>\$3,600.00</b>
ACPDD (SC PL Match)	\$300.00	\$600.00	<b>\$900.00</b>
<b>TOTAL</b>	<b>\$1,500.00</b>	<b>\$3,000.00</b>	<b>\$4,500.00</b>

## TASK 3.2 - Land Use Monitoring

**Purpose:** Maintain a current land use database for transportation planning processes. The land use information is useful in the annual update of socioeconomic estimates for the study areas.

### Planning Factors

1. Increase the safety of the transportation system for motorized and non-motorized users;
2. Increase the security of the transportation system for motorized and non-motorized users;
3. Protect and enhance the environment; promote energy conservation; improve the quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns;
4. Promote efficient system management and operation;
5. Emphasize the preservation of the existing transportation system; and,
6. Improve transportation system resiliency and reliability; reducing (or mitigating) the stormwater impacts of surface transportation.

### Previous Work

1. Tracked changes in land use based on the review of subdivision plans, site plans, zoning cases, and building permit activity.
2. Updated socioeconomic data estimates.
3. Continued to compile and update a spatial data analysis for changes in current land use (rezoning), and certificates of occupancy for residential and commercial development.

**FY 2025 Work Activities and Schedule:** The activity under this work element will include an inventory of present land uses and an examination of future land use trends as necessary to integrate with the transportation planning process.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Updated zoning and land use GIS data collected from regional partners. Previous year data archived.	January - March, 2025

ACTIVITIES	EXPECTED COMPLETION DATE
2. Update, implement, and monitor the EJ Plan through GIS data analysis and conduct the benefits/burdens analysis relative to transportation improvement projects and capital public transit projects implemented within the MPO area.	April 2025
3. Consolidate data into a single regional land use GIS layer.	April 2025

**Work Schedule:** July 1, 2024 - June 30, 2025

**Product(s)**

1. GIS map shape files (all maintained in the transportation system database) and, the Augusta Data Enterprise.
2. 2025 Comprehensive Plan

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$20,000.00	\$5,000.00	<b>\$25,000.00</b>

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$0.00	\$5,200.00	<b>\$5,200.00</b>
ACPDD (SC PL Match)	\$0.00	\$1,300.00	<b>\$1,300.00</b>
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$6,500.00</b>	<b>\$6,500.00</b>

### TASK 3.3 - Transportation Surveys, Models and Analysis

**Purpose:** To promote and encourage traffic safety throughout the ARTS area. To compile and distribute historical and current crash statistics and other data related to traffic safety to the public at large and state and local officials responsible for traffic and transportation safety.

#### Previous Work

1. Compiled the most current crash data for Aiken, Columbia, Edgefield, and Richmond Counties.
2. Created frequency diagrams and prepared maps for the Traffic Safety Improvement Report (TSIR)
3. Coordinated with GDOT, SCDOT, and the South Carolina Department of Public Safety (SCDPS) in collecting data for crash analysis.
4. Updated a regional GIS map of traffic crash locations.

**FY 2025 Work Activities and Schedule:** This work element will be integrated with MTP, Performance-Based Planning, CMP, and TIP.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Data collection for TAZ and 2055 MTP	September 2024
2. Gather crash data from GDOT and SCDPS	September 2024
3. Update Traffic Crash Data Analysis Report	September 2024
4. Sort and compile data into the required format	September 2024
5. Prepare GIS maps to be used in the report	October 2024
6. Prepare a draft Traffic Crash Data Analysis Report	November 2024
7. Present results of the Traffic Crash Data Analysis Report to ARTS committees	January 2025
8. Prepare and publish the final Traffic Crash Data Analysis Report	February 2025

**Work Schedule:** July 1, 2024 - June 30, 2025

#### Product(s)

1. ARTS TSIR based on the most current available crash data.
2. Regional GIS map of traffic crash locations and intersections with annual report.

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$28,000.00	\$7,000.00	\$35,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$400.00	\$2,400.00	\$2,800.00
ACPDD (SC PL Match)	\$100.00	\$600.00	\$700.00
<b>TOTAL</b>	<b>\$500.00</b>	<b>\$3,000.00</b>	<b>\$3,500.00</b>

### TASK 3.4 - Environmental Justice / Title VI

**Purpose:** Identify residential, employment, and transportation patterns for access to essential services for all underserved populations, as defined under Executive Order 12898 and Title VI of the 1964 Civil Rights Act, and address those needs by increasing the partnerships with the organizations that serve them. The Title VI complaint process has been adopted by ARTS and AT. This ensures all individuals the rights and opportunities of those who wish to participate in the department's programs, are given an equal opportunity to participate and/or receive departmental services or benefits. ARTS and AT jointly updated the Title VI Program for Augusta Georgia to comply with FTA regulations and guidance of (49 CFR part 21) per Circular FTA C4702.1 B issued October 1, 2012.

#### Previous Work

1. Staff worked with the Augusta, GA - Office of Compliance to monitor the implementation of the Self-Evaluation and Transition Plan (SETP) relating to transportation and public transit facilities.
2. Compiled and monitored data and information for EJ Analysis.
3. Developed updates to profile and analysis of different demographic groups based on ethnicity, race, income, disability status, and age, etc.
4. Completed the Title VI Questionnaire required by GDOT

#### FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. FY 2025 Post ARTS studies and reports (e.g. UPWP, TIP, CMP, updates to demographic data and GIS spatial maps) on the MPO website	December 2024 & July 2025
2. Title VI Questionnaire required by GDOT	November 2024
3. Public meeting advertisements and MPO announcements translations (Korean and Spanish).	As Needed

**Work Schedule:** July 1, 2024 - June 30, 2025

#### Product(s)

1. Title VI Questionnaire required by GDOT
2. Update Title VI Monitoring Report

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$24,000.00	\$6,000.00	\$30,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$0.00	\$2,400.00	\$2,400.00
ACPDD (SC PL Match)	\$0.00	\$600.00	\$600.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$3,000.00</b>	<b>\$3,000.00</b>



## TASK 3.5 - GIS Development & Applications

**Purpose:** Continue the development and maintenance of GIS data and ARTS websites in support of transportation planning activities.

### Previous Work

1. Digital and hard-copy maps were created for use in transportation planning and analysis, internal and external meetings, and reports.
2. Existing geospatial and tabular data was updated and used to support performance-based planning related to all modes of travel, congestion management, land-use and transportation data monitoring, traffic safety, bicycle and pedestrian safety, and public transit.
3. Created new geospatial and tabular data to support planning and analysis.
4. Reorganization of the ARTS geodatabase commenced which will consolidate existing geospatial and tabular data into a single database while incorporating new data into the same location.
5. Updated existing ARTS transportation project online map.
6. Met with Augusta IT-GIS staff to discuss the creation of a new ARTS website which features new interactive online maps and dashboards.
7. Enhanced GIS knowledge by utilizing courses offered by ESRI.
8. Increased knowledge of census tools and data through webinars offered by the U.S. Census Bureau.

### FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Create maps for use in transportation planning and analysis.	On-Going
2. Continue redesign of ARTS geodatabase, which contains geospatial and tabular data necessary for mapping and analysis related to construction projects, congestion management, traffic safety, bicycle and pedestrian safety, public transit, freight, and socioeconomic studies.	On-Going
3. Update existing geospatial and tabular data as required for planning and analysis.	FY 2025
4. Create/collect new geospatial and tabular data as required for planning and analysis.	On-Going
5. Update existing geospatial and tabular data as required for planning and analysis.	On-Going
6. Update the existing ARTS transportation project online map.	As needed
7. Purchase computer equipment and software to support transportation planning functions and work tasks.	As needed
8. Update maps based on designated urbanized areas from the 2020 Census.	July 2024
9. Update maps based on the designated Metropolitan Planning Area.	July 2024

**Work Schedule:** July 1, 2024 - June 30, 2025

### Product(s)

1. New and updated digital and hard-copy maps for use in the transportation planning process, internal and external meetings, and publications.
2. New and updated geospatial data in a redesigned geodatabase for use in transportation planning and analysis, including MTP and TIP project locations, CMP corridors, traffic safety, freight, public transit, and bicycle/pedestrian studies.
3. New and updated socioeconomic data for use in transportation planning and analysis.
4. Redesigned website with new online maps and dashboards.
5. Update the ARTS transportation project interactive online map.

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$32,000.00	\$8,000.00	<b>\$40,000.00</b>

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$0.00	\$40,000.00	<b>\$40,000.00</b>
ACPDD (SC PL Match)	\$0.00	\$10,000.00	<b>\$10,000.00</b>
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$50,000.00</b>	<b>\$50,000.00</b>

# WORK ELEMENT 4 - TRANSPORTATION SYSTEM PLANNING

## TASK 4.1 – Metropolitan Transportation Plan

**Purpose:** Maintain updates of the ARTS MTP per transportation planning regulations.

The work activities and products in this work element will be coordinated with Work Elements: 2.1 Community Outreach, 3.3 Transportation Surveys, Model and Analysis, 3.5 - GIS Development and Applications, 4.2 - Congestion Management Process, 4.3- Intermodal Planning, and 6.1- Performance-Based Planning.

**Previous Work:**

1. Updating ARTS 2050 MTP based on amendments, performance targets, financial constraint analysis, and newly identified transportation projects and programs.
2. Procured consultant began updating the 2055 MTP based on recommendations in special studies such as corridor plans, and public transit plans completed during FY 2020 through FY 2024.
3. Staff continued to develop a regional transportation system GIS database to support all transportation planning work tasks.

**FY 2025 Work Activities and Schedule:** Any updates and amendments to the 2050 MTP for new transportation projects and/or funding will be considered at the appropriate time during FY 2025. The completion dates in the table below represent dates presented to ARTS PC for approval or adoption.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Updates and amendments to the 2050 MTP for new transportation projects, Program of Projects (POP), funding and performance measures, and targets.	As Needed
2. Update Performance Measures to align with 2050 MTP Goals and Objectives.	As Needed
3. Update the List of Amendments and Administrative Modifications to MTP.	As Needed
4. Identify stakeholders with bicycle/active transportation interests.	On-Going

### 2055 Metropolitan Transportation Plan Update – Consultant Services

The purpose of the MTP is to promote a safe and efficient transport system to serve future year transportation needs. To meet this objective the MTP must be the result of a continuing, cooperative, and comprehensive (3C) transportation planning process. The MTP as a comprehensive performance-based multimodal transportation plan for the ARTS area documents and assesses multimodal transportation facilities, services, financial, and policy needs for 25 years (2025 – 2055). Work activities and schedule presented below will be completed by a consultant and show activities that begin in FY 2024 and will conclude in FY 2025. The 2055 MTP is required to be adopted by September 2025.

**Previous Work:**

1. ARTS Committee's approval of GAMPO Application – March 2023
2. Submit Application and PC Resolution to GAMPO PL Committee – March 2023
3. March 2023 GAMPO Presentation/Award – June 2023
4. Augusta Commission Accept Grant – June 2023
5. 2055 MTP Contract routed via DocuSign – March 2024
6. Procurement process started – April 2024
7. RFQ Submission /Consultant Selection - June 2024

**FY 2025 Work Activities and Schedule:**

1. Augusta Commission Accept Consultant / Contract Signatures	June – August 2024
2. Consultant and MPO project management	August 2024 – September 2025

3. Task #1: Project Administration/Project Kick-Off	August 2024
4. Task #2: Public Involvement, Education, and Outreach (Part 1)	September – October 2024
5. Task #3: Data Collection and Development	September 2024 – February 2025
6. Task #4: Public Involvement, Education and Outreach (Part 2)	February – March 2025
7. Task #5: Refine Goals, Objectives, and Measures of Effectiveness/Performance Indicators	April – May 2025
8. Task #6: Year 2055 Transportation Needs Assessment/Plan	June 2025
9. Task #7: Financial Resources and Feasibility Plan	July 2025
10. Task #8: Document Preparation, Draft 2055 MTP and Final 2055 MTP	August 2025
11. TCC & CAC Review and Adopt Final 2055 MTP	September 4, 2025
12. Policy Committee Review and Adopt Final 2055 MTP	September 19, 2025
13. Consultant submits final report and contract closeout	September 27, 2025

**Product(s)**

- Technical Report #1: Public Participation Strategy, Process and Outcomes
- Technical Report #2: Document review of data about the ARTS multimodal transportation system
- Technical Report #3: Description of the development of goals, objectives, and measures of effectiveness/performance indicators
- Technical Report #4: Robust project prioritization tool/process
- Technical Report #5: Transportation Needs Assessment/Plan
- Technical Report #6: Financial plan which includes a fiscally constrained project list for the final preferred scenario

**Work Schedule:** July 1, 2024- September 30, 2025

**Responsible Agencies:** Augusta Planning and Development Department (APDD)

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	FHWA (GA PL) – GAMPO	APDD (GA PL Match) – GAMPO	TOTALS
	\$46,400.00	\$11,600.00	\$280,000.00	\$70,000.00	<b>\$408,000.00</b>

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$800.00	\$4,800.00	<b>\$5,600.00</b>
ACPDD (SC PL Match)	\$200.00	\$1,200.00	<b>\$1,400.00</b>
ACPDD (SC PL Match) – GAMPO	<b>\$0.00</b>	\$200,000.00	<b>\$200,000.00</b>
<b>TOTAL</b>	<b>\$1,000.00</b>	<b>\$206,000.00</b>	<b>\$207,000.00</b>

**TASK 4.2 - Congestion Management Process**

**Purpose:** To implement existing congestion mitigation strategies and projects identified in the 2024 CMP Update, MTP, and ARTS Travel Demand Model. This work element will be integrated with Performance-Based Planning.

CMP is an integral transportation planning task in the ARTS planning area. The purpose of the ARTS CMP is to document traffic congestion on major transportation corridors in the study area; identify and implement strategies for reducing or eliminating the congestion, and track and/or program the implementation of congestion mitigation projects. Activities under this work element will include completing the annual traffic congestion data collection and spatial analysis of travel data using the National Performance Management Research Data Set (NPMRDS) and/or HERE data.

**Previous Work:**

1. Coordination with ARTS partners to create the scope of services and GAMPO application for the 2024 CMP.
2. 1<sup>st</sup> round of required presentations to ARTS committees in January 2024.
3. GAMPO application submitted to GAMPO PL committee in March 2024 pending signed PC resolution.
4. GAMPO PL committee approved the CMP application on March 25, 2024 pending a signed resolution from the Policy committee.
5. 2<sup>nd</sup> round of required presentations to ARTS committees in May 2024.
6. Signed resolution submitted to GAMPO PL committee May 16, 2024.

**FY 2025 Work Activities and Schedule:** The MPO will solicit professional consultant(s) to update the CMP and its integration with performance-based planning and the Metropolitan Transportation Plan to meet federal requirements related to the CMP.

ACTIVITIES	EXPECTED COMPLETION DATE
1. RFQ Development and Finalization	July 2024
2. Consultant Selection via Procurement Process	August 2024 – December 2024

**Work Schedule:** July 1, 2024 - June 30, 2025

**Product(s):** Complete travel time validation surveys for the ARTS CMP; publish the annual ARTS CMP Report; implement specific congestion management strategies identified in the CMP Report; Update Transportation System GIS Database, traffic volume GIS Map, and current year LOS analyses.

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$46,400.00	\$11,600.00	<b>\$58,000.00</b>

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$800.00	\$3,200.00	<b>\$4,000.00</b>
ACPDD (SC PL Match)	\$200.00	\$800.00	<b>\$1,000.00</b>
<b>TOTAL</b>	<b>\$1,000.00</b>	<b>\$4,000.00</b>	<b>\$5,000.00</b>

**TASK 4.3 - Intermodal Planning (Regional Freight Plan Update)**

**Purpose:** To incorporate bicycle, pedestrian, public transit, freight, and non-motorized transportation planning activities into the overall ARTS transportation planning process. To implement projects that resolve conflicts between modes of

transportation, such as rail/highway conflicts, and projects that improve connections and travel alternatives among modes of transportation.

This work element will be used to foster a transportation system that accommodates bicycle, pedestrian, public transit, freight, and other non-motorized means of transportation. Activities under this work element will focus on evaluating the highway and rail conflicts in the ARTS area; addressing the efficient movement of freight; identifying possible solutions to problem locations related to intermodal connections and improving safety for non-motorized travel.

Through the implementation of the Regional Bicycle and Pedestrian Plan, the ARTS transportation system will be more intermodal. This plan will prioritize proposed projects based on numerous factors identified by local stakeholders. The plan recommends local governments strengthen policies related to:

1. Bicycle paths and parking
2. Pedestrian facilities
3. Regional connectivity
4. Bicycle and Pedestrian Safety and Educational Outreach

The implementation of the Regional Bicycle and Pedestrian Plan will be pursued by ARTS MPO committees as projects in the TIP progress through preliminary engineering and all subsequent phases of work during the project implementation.

#### **Previous Work**

1. Develop Scope Regional Freight Plan Scope of Services and RFQ – December 2022
2. ARTS Committees review of GAMPO Application – February 2023
3. MPO Partner/GDOT/FHWA Application Review – February 2023
4. ARTS Committees approval of GAMPO Application – March 2023
5. March 2024 GAMPO Presentation/Award – March 2023
6. Augusta Commission Accept Grant –May 2023
7. Consultant Selection – October 2023
8. Project kickoff November 15, 2023

ACTIVITIES	EXPECTED COMPLETION DATE
1. Task 1 – Project Management	November 2023 – October 2024
2. Task 2 – Existing Conditions Inventory and Profiles Analysis	November 2023 – May 2024
3. Task 3 – Stakeholder Involvement / Freight Advisory Committee	November 2023 – October 2024
4. Task 4 – Freight Project Identification	July 2024
5. Task 5 – Freight Project Evaluation / Project Feasibility	July 2024 – September 2024
6. Task 6 – Draft and Final Freight Report	July 2024 – October 2024
7. TCC & CAC Approval of the Final Regional Freight Plan	November 6, 2024
8. Policy Committee Adoption of the Final Regional Freight Plan	November 21, 2024
9. Consultant submits final report and contract closeout	November 22, 2024

**Work Schedule:** July 1, 2024 - June 30, 2025

#### **Product(s)**

1. ARTS Regional Freight Plan Update completed by Metro Analytics, Inc. ARTS staff will use intermodal task funds to assist the selected consultant with public outreach and administrative support.

#### **COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	FHWA (GA PL) – GAMPO	APDD (GA PL Match) – GAMPO	TOTALS
	\$44,800.00	\$11,200.00	\$240,000.00	\$60,000.00	<b>\$356,000.00</b>

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$400.00	\$3,200.00	<b>\$3,600.00</b>
ACPDD (SC PL Match)	\$100.00	\$800.00	<b>\$900.00</b>
ACPDD (GAMPO Match)	\$0.00	\$80,000.00	<b>\$80,000.00</b>
<b>TOTAL</b>	<b>\$500.00</b>	<b>\$84,000.00</b>	<b>\$84,500.00</b>

## TASK 4.4 - Air Quality

**Purpose:** To monitor relevant air quality data and regulations, restart and coordinate the work of the CSRA Air Quality Alliance (or other regional/local air quality advocacy nonprofit organization), help implement local and regional air quality initiatives, keep local stakeholders informed about air quality issues and participate in air quality training.

ARTS will focus work on efforts to improve Air Quality by increasing access to public transit, connecting public transit to bicycle paths installing bicycle racks in activity centers, and linking public transit to park-and-ride lots throughout the region. Rideshare and carpool programs are being researched to promote and market to regional businesses and universities.

**Previous Work:** ARTS staff will continue to monitor and dialogue with industry leaders, regional, state, and local government officials, local school officials, the Bureau of Air Quality with the South Carolina Department of Health and Environmental Control (SCDHEC), local Chambers of Commerce, Economic Development Agencies, and local citizens to stay abreast of and disseminate pertinent information regarding air quality and regional initiatives. Other types of activities undertaken by ARTS staff include:

1. Maintained the ARTS website and updated information about Air Quality from SCDHEC.
2. Distributed Air quality information at special events in the Augusta-Aiken area.
3. Attended, coordinated, and hosted periodic meetings discussing air quality issues.
4. Continued to monitor air quality data and changes in federal air quality regulations.
5. Provided ARTS committees and other stakeholders with regular updates on the Air Quality Alliance and air quality issues and initiatives.
6. Disseminated information on air quality issues and tips for improving air quality through the ARTS newsletter and the ARTS website.
7. ARTS MPO Environmental Protection Agency (EPA) Path Forward report

ARTS staff will attend state Air Quality Summits conducted by SCDHEC and share best practices with other Air Quality Alliances/advocacy groups. These best practices include ways to promote alternative transportation options and energy conservation such as:

1. Carpooling, ridesharing, combining trips, and limiting unnecessary trips;
2. Trip-chaining or combining errands to reduce the daily number of trips;
3. Keeping personal motor vehicles properly maintained, tires properly inflated, and saving electricity;
4. Walking or riding a bike on short trips and avoid driving during peak hours;
5. Don't drive above the speed limit; and, using public transit

### **FY 2025 Work Activities and Schedule:**

ACTIVITIES	EXPECTED COMPLETION DATE
1. ARTS staff will explore participation in the Environmental Protection Agency (EPA) Advance Program (EPA Region 4) to position the region to remain in attainment.	December 2024
2. Prepare a Technical Memorandum on the Review of the EPA Advance Program and ARTS Action steps.	December 2024
3. Participate in local and regional air quality initiatives and activities	On-Going
4. Pursue viable air quality initiatives made available throughout the fiscal year to Aiken County by the SCDHEC	On-Going
5. Monitor relevant air quality data	On-Going



6. Coordinate the work of a localized air quality advocacy group	On-Going
7. Monitor developments related to federal air quality regulations and requirements	On-Going
8. Attend air quality training workshops	On-Going
9. Work with other stakeholders to maintain an air quality action plan and disseminate information to stakeholders in the study area	On-Going

**Work Schedule:** July 1, 2024 - June 30, 2025

#### **COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$28,000.00	\$7,000.00	\$35,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$1,600.00	\$3,600.00	\$5,200.00
ACPDD (SC PL Match)	\$400.00	\$900.00	\$1,300.00
<b>TOTAL</b>	<b>\$2,000.00</b>	<b>\$4,500.00</b>	<b>\$6,500.00</b>

## TASK 4.5 – Complete Streets

**Purpose:** To incorporate complete street planning activities into the ARTS transportation planning process. This work element will be used to focus on examining policies, regulations, and multimodal safety improvement strategies that help to integrate complete street elements into the planning and design of future roadway safety improvement projects in the ARTS planning area. The goal of this work element is to promote the practice of complete street elements in the design, construction, and operation of safe roads to increase safety and accessible options for travelers of all ages and abilities who use the street network in the ARTS MPO area.

**Previous Work:**

1. ARTS Staff continued work on monitoring current complete street policies and regulations.
2. The ARTS MPO produced a technical report, that explored the fundamentals of Complete Streets Policies, and the importance of how completing street guidelines to support multimodal transportation planning for cities across the U.S.

**FY 2025 Work Activities and Schedule:**

ACTIVITIES	EXPECTED COMPLETION DATE
1. Monitor developments related to federal Complete Street Policies and Regulations	Ongoing
2. Attend Complete Street policy training workshops and webinars	Ongoing
3. Performance-Based Project Evaluation- collect and analyze traffic safety data of pedestrian and bicycle safety improvement projects included in the ARTS MPO current Metropolitan Transportation Plan (MTP) and TIP to assess safety improvements	Ongoing
4. Collect and analyze traffic crash reports (vehicle, bike, and pedestrian) and traffic safety conflicts for non-motorized users at arterial roadways	Ongoing
5. GIS Map Audit of existing bike infrastructure	Ongoing
6. Collect and analyze data on the number of transit stops accessible to sidewalks/ curb ramps	Ongoing
7. Review transit system automated passenger count data report of annual passenger boarding and a light count at existing fixed-route transit stop service areas	Ongoing
8. Development of a Complete Streets prioritization plan that identifies a specific list of Complete Streets projects to improve the safety, mobility, or accessibility of a street;	As needed
9. Complete Streets Policy Technical Report	January 31, 2025

**Work Schedule:** July 1, 2024 –June 30, 2025

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Federal Highway Administration – GA (FHWA GA), and Georgia Department of Transportation (GDOT).

GEORGIA	FHWA (GA SA PL Y410 Funding)	APDD (GA PL Match)	TOTALS
	\$12,276.05	\$0.00	\$12,276.05

SOUTH CAROLINA	USDOT (SC PL)	ACPDD (SC PL Match)	TOTALS
	\$36,000.00	\$0.00	\$36,000.00

## WORK ELEMENT 5 - SPECIAL TRANSPORTATION STUDIES

### TASK 5.1 – Georgia Avenue Traffic Calming and Pedestrian Access

**Purpose:**

- Continue new connections to pedestrian and multimodal facilities from the bridge replacement on Georgia Avenue/15<sup>th</sup> Street
- Create detailed plans for the implementation of traffic calming and pedestrian access on Georgia Avenue
- Determine needs to connect to surrounding land uses and important local landmarks.

**Overview:** GDOT has initiated the replacement of the Georgia Avenue/15th Street Bridge. As one of the most important gateways into not only North Augusta but also into Aiken County and South Carolina, the city must connect proposed improvements through the North Augusta downtown area. The projects will include, at a minimum, traffic calming, recommendations for on-street parking, and recommendations for improved pedestrian and multimodal accommodations in downtown North Augusta.

**Termini:** The area for the study is Georgia Avenue through the North Augusta Downtown area from the Savannah River to Martintown Road.

**Product(s):**

1. Detailed project plans for specific improvements along SCDOT and local right-of-ways.
2. Ranking of projects based on cost, effort, impact, and feasibility.
3. Identification of alternative funding sources, if available.

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** North Augusta Planning and Development Department (NAPDD)

FUNDING SOURCE	NAPDD	TOTALS
FHWA (SC PL)	\$56,000.00	\$56,000.00
NAPDD (SC PL Match)	\$14,000.00	\$14,000.00
<b>TOTAL</b>	<b>\$70,000.00</b>	<b>\$70,000.00</b>

## TASK 5.2 – North Augusta Unified Transportation Plan

**Purpose:** The purpose of the Unified Transportation Plan is to prepare the City of North Augusta to better accommodate both recent development and proposed development in a systematic way for the entire City and surrounding communities. This study proposes to incorporate several recently completed transportation plans and studies to bring large-scale studies to the city scale. The city believes that the inclusion of multi and inter-modal planning is needed to support and accommodate preferred development patterns. In addition to determining the potential growth, traffic flow, safety, multimodal mobility, and transportation infrastructure needs for short and long-term improvements, important study themes include the following:

1. Reduce/mitigate congestion and improve traffic safety
2. Increase mobility during peak travel times
3. Optimize the relationship between land use and transportation
4. Determine the location and feasibility of other multimodal systems and connections
5. Evaluate existing and future travel
6. Analyze the need and location for intersection improvements

This work task's purpose is to hire consultants to conduct the study. The project will include but not be limited to land use development policies, identify access management practices, traffic analysis, capacity analyses, micro-simulation modeling, signal warrants, and concept drawings suitable for presentations to stakeholders, business and property owners, local and state elected officials, and the public. This study will produce recommendations for transportation improvement projects to present to the ARTS MPO committees and SCDOT, as identified.

**Study Area:** The scope of the study is the City of North Augusta.

**Product(s):**

1. Unified Transportation Plan outlining the goals and objectives important to the implementation of the plan.
2. A list of potential development regulation practices for continued management of the outlined goals and objectives of the plan.
3. A list of realistic and actionable projects for inclusion in ARTS MPO and SCDOT improvement plans. These projects should be both long and short-range projects.
4. Prioritization of these projects.
5. Identification of funding sources for individual projects.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** North Augusta Planning and Development Department (NAPDD)

FUNDING SOURCE	NAPDD	TOTALS
FHWA (SC PL)	\$80,000.00	\$80,000.00
NAPDD (SC PL Match)	\$20,000.00	\$20,000.00
<b>TOTAL</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>

## TASK 5.3 – Gateway Study

### Purpose:

- Evaluate intersection for improvements related to recent traffic changes
- Evaluate aesthetic improvements
- Create detailed project lists and estimates and rank priority for implementation

**Overview:** With the recent closure of the Fifth Street Bridge to vehicle traffic, the city proposes to evaluate the effectiveness of the US 278 intersection in and around US 278. The project will review the operation of the intersection, access to and from local subdivisions and associated multi-use connections, and an evaluation of uses for the former Sand Pit Road Extension. Furthermore, the study will evaluate the US 278/Martintown Road/Buena Vista Boulevard intersection. Analysis of the intersection shall include a review of previous concepts, propose any needed updates, include connection to multi-modal improvements, and an evaluation of aesthetic improvements at the intersection.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** North Augusta Planning and Development Department (NAPDD)

FUNDING SOURCE	NAPDD	TOTALS
FHWA (SC PL)	\$80,000.00	<b>\$80,000.00</b>
NAPDD (SC PL Match)	\$10,000.00	<b>\$10,000.00</b>
ACPDD (SC PL Match)	\$10,000.00	<b>\$10,000.00</b>
<b>TOTAL</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>

### Product(s):

1. Detailed recommendations for specific improvements along SCDOT and local right-of-ways.
2. Ranking of projects based on cost, effort, impact, and feasibility.
3. Identification of alternate funding sources, if available.

## TASK 5.4 – Five Notch Corridor Study

### Purpose:

- Evaluate corridor for improvements related to congestion management, potential profile upgrades, multi-modal access, and safety
- Identify intersections in need of improvements
- Create detailed estimates and rank priority for implementation

**Overview:** Five Notch Road has become a significant corridor as the city continues to grow. With access to the North Augusta Greenway and several proposed developments, the impacts on the corridor will only increase over time. This has resulted in increased safety and multi-modal demands for this corridor. This plan proposes a holistic review of the operation of the road, including provision for pedestrian and bicycle uses and the challenges associated with improving the road. The projects will include a review of existing and potential safety conflicts, intersection redesign, potential widening and profile revisions, and recommendations for improved pedestrian and multi-modal accommodations. These recommended projects will be estimated and ranked.

**Termini:** The area for the study is the length of Five Notch Road from Georgia Avenue to I-20/Austin Graybill Road.

FUNDING SOURCE	NAPDD	TOTALS
FHWA (SC PL)	\$80,000.00	<b>\$80,000.00</b>
ACPDD (SC PL Match)	\$20,000.00	<b>\$20,000.00</b>
<b>TOTAL</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>

### Product(s):

1. Detailed project plans and estimates for specific improvements along SCDOT and local right-of-ways.
2. Ranking of projects based on cost, effort, impact, and feasibility.
3. Identification of alternate funding sources, if available.

**Agencies responsible for task funding:** North Augusta Planning and Development Department (NAPDD)

## TASK 5.5 – SC 118 INTERSECTION ANALYSIS

### Purpose:

- Evaluate the named intersections under present and future conditions along with current and future traffic volumes.
- Evaluate the current geometry, site conditions, level of service, turning movements, and pedestrian/bicycle use at each of the specifically mentioned intersections and any other critical intersections within the study area.
- Provide real-world sketches/layouts of any geometric recommendations and identify feasibility and constraints that may be associated with implementation.
- Project future demand and service deficiencies. Evaluate future demand scenarios based on alternative build-out scenarios in the corridor.
- Prioritize projects identified during the study based on criteria defined by the project team and stakeholder groups.

**Overview:** SC 118 (University Parkway) serves as a beltway around Aiken, SC providing access to the University of South Carolina Aiken, Aiken Regional Hospital, Trolley Run Station Subdivision, and a slew of current and future commercial and

residential developments. The state-maintained road was not designed or constructed to meet the needs of adjacent properties and growing commuter traffic.

Aiken County desires to retain a consultant to analyze and seek solutions to improve the safety and function of the SC 118 intersections at Trolley Line Road (S-80), Trolley Run Boulevard (C-2655), and University Parkway (S-2131). This study will also develop strategies to address present and future development and improve operational efficiency along SC 118.

**Termini:** The intersection analysis stretches about .250 miles beginning at Trolley Line Road (S-80) including the intersection at Trolley Run Boulevard (C-2655) and ending at University Parkway (S-2131).

FUNDING SOURCE	ACPDD	TOTALS
FHWA (SC PL)	\$80,000.00	\$80,000.00
ACPDD (SC PL Match)	\$10,000.00	\$10,000.00
City of Aiken (SC PL Match)	\$10,000.00	\$10,000.00
<b>TOTAL</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>

**Product(s):**

1. Detailed recommendations for specific improvements along SCDOT and local right-of-ways.
2. Ranking of projects based on cost, effort, impact, and feasibility.
3. Identification of alternate funding sources, if available.

**Agencies responsible for task funding:** Aiken County Planning and Development Department (ACPDD)

## TASK 5.6 – US 78 (Charleston Highway) Intersection Analysis

**Project Area:** The intersection analysis stretches approximately 2.2 miles beginning at Airco Boulevard (S-2018) to Old Tory Trail (S-1669) including the intersections at Old Tory Trail (S-1669), Old Barnwell Road (S-113), Montmorenci Road (S-77)/Woodward Drive (C-985), the various connections of Woodward Drive to US 78, and the segment of Woodward Drive from US 78 to Old Dibble Road (S-507).

**Overview:** US 78 (Charleston Highway) is a primary arterial, which runs through the center of Aiken County. The extent of this study will examine the corridor and its intersections from Airco Boulevard to Old Tory Trail, a segment of approximately 2.2 miles. As a primary route connecting Aiken to Charleston, US 78 serves as a major freight route and evacuation route for the region. The corridor also provides access to Oakwood-Windsor Elementary School, which enrolls approximately 410 students and is the location of the Montmerenci Fire Department. This segment contains three primary intersections, which connect the corridor to Old Tory Trail, Montmorenci Road, Old Barnwell Road, and Old Dibble Road through Woodward Drive. The corridor also has two connectors to Woodward Drive. These intersections currently experience traffic issues as well as associated safety issues, which should be analyzed to determine what improvements should be made for the corridor to operate safely and efficiently.

Aiken County seeks to retain the services of a qualified traffic engineering consultant to analyze and formulate solutions to improve the function and safety of the US 78 intersections at Old Tory Trail (S-1669), Old Barnwell Road (S-113), Montmorenci Road (S-77)/Woodward Drive (C-985), the various connections of Woodward Drive to US 78, and the segment of Woodward Drive from US 78 to Old Dibble Road (S-507).

### Project Goals:

- The current study will evaluate the US 78 (Charleston Hwy) intersections at Old Tory Trail (S-1669), Old Barnwell Road (S-113), Montmorenci Road (S-77)/Woodward Drive (C-985), and the segment of Woodward Drive from US 78 to Old Dibble Road (S-507), and the various connections of Woodward Drive to US 78 including present and future conditions and capacity.
- Evaluate the current geometry, site conditions, level of service, turning movements, and pedestrian/bicycle use at each of the specifically described intersections and any other significant intersections within the study area.
- The level of service should be determined for each situation, as well as an evaluation of its operational and safety performance. Options for improvement of the intersection should be set forth to address, at a minimum: location, geometric changes, traffic control and signing improvements, signalization installation, and signal timing and phasing concerning the existing street signals.
- Project future demand and service deficiencies. Evaluate future demand scenarios based on alternative build-out scenarios in the corridor.
- Evaluate current deficiencies and possible corrections, and recommend actions to protect, preserve, and expand intersections and segments.
- Provide real-world sketches/layouts of any geometric recommendations and identify feasibility and constraints that may be associated with implementation.
- Prioritize projects identified during the study based on criteria defined by the project team and stakeholder groups.
- Provide reliable cost estimates and funding mechanisms for all recommendations and options.
- Coordinate with the SCDOT, Office of Planning to determine whether a Feasibility Report is necessary for the proposed projects. Any required Feasibility Reports will be completed within the scope of this analysis.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Aiken County Planning and Development Department (ACPDD)

FUNDING SOURCE	ACPDD	TOTALS
FHWA (SC PL)	\$160,000.00	<b>\$160,000.00</b>
ACPDD (SC PL Match)	\$40,000.00	<b>\$40,000.00</b>
<b>TOTAL</b>	<b>\$200,000.00</b>	<b>\$200,000.00</b>



## TASK 5.7 – Ascauga Lake Road Feasibility Study

**Purpose:** The purpose of this Feasibility Study is to develop a Corridor Management Plan for the entire segment of S-33 (Ascauga Lake Road) that extends from Edgefield Road (US-25) to SC-191 (Canal Street), a distance of approximately 7.5 miles. If deemed feasible, this task will also include a conceptual redesign of the road that identifies ways to improve safety, reliability, and livability, especially for people walking and biking.

More specifically, the Corridor Management Plan will:

- Analyze existing and future capacity, flow, and safety issues with specific attention to through and local traffic, freight traffic, and multimodal facilities;
- Outline an overview of the strengths, weaknesses, and opportunities within the corridor;
- Identify and respond to social justice transportation needs from nearby residential and commercial enclaves;
- Provide analysis and recommendations sensitive to the fluctuating nature of the corridor;
- Recommend elements for an aesthetically pleasing corridor that promotes natural features such as terrain, stream crossings, and man-made features;
- Recommend both transportation and land use improvements;
- Assemble a series of corridor plan alternatives, and select and refine a final corridor vision that can be adopted and implemented;
- Establish criteria to guide the selection process including but not limited to adherence to the vision statement, objectives, a cost-benefit analysis, infrastructure (including utilities), and operational impacts;
- Obtain stakeholder and community input to reach a consensus on roadway design;
- Recommend land use regulations and access management policies.

This work task proposes to hire consultants to conduct a feasibility study of the section between Edgefield Road (US-25) and Canal Street (SC-191). The concept plan and report will identify the issues, costs, and actions needed to implement any proposed improvements. Proposed improvements will be presented to the ARTS MPO Committees and the South Carolina Department of Transportation to amend the Metropolitan Transportation Plan (MTP).

### **Product(s):**

1. Detailed recommendations for specific improvements along SCDOT and local right-of-ways.
2. Ranking of projects based on cost, effort, impact, and feasibility.
3. Identification of alternate funding sources, if available.

### **COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Aiken County Planning and Development Department (ACPDD)

FUNDING SOURCE	ACPDD	TOTALS
FHWA (SC PL)	\$160,000.00	\$160,000.00
ACPDD (SC PL Match)	\$40,000.00	\$40,000.00
<b>TOTAL</b>	<b>\$200,000.00</b>	<b>\$200,000.00</b>

# WORK ELEMENT 6 – PERFORMANCE-BASED PLANNING

## TASK 6.1 - Performance-Based Planning

**Purpose:** PBPP refers to the application of performance management principles within the planning and programming processes of transportation agencies to achieve desired performance outcomes for the multimodal transportation system. PBPP attempts to ensure that transportation investment decisions are made – in both the long-term MTP and short-term TIP programming of projects – based on MPO goals and objectives for improving the overall transportation system. The work activities and products in this work element will be coordinated with Work Elements: 2.1- Community Outreach; 3.3- Transportation Surveys; Models and Analysis; 3.5- GIS Development and Applications; 4.1- Metropolitan Transportation Plan; 4.2- Congestion Management Process, 4.3- Intermodal Planning; and. 5.4- Transportation Improvement Program.

The FAST Act established performance measures in seven (7) areas:

1. Safety
2. Infrastructure Condition
3. Congestion Reduction
4. System Reliability
5. Freight Mobility and Economic Vitality
6. Environmental Sustainability
7. Reduced Project Delivery Delays

Furthermore, the FAST Act established performance measures for Public Transit, such as the Transit Asset Management Plan (49 USC Section 625) and the Public Transportation Agency Safety Plan (49 USC Section 5329).

### Previous Work

1. ARTS staff worked with Richmond and Columbia Counties to identify traffic data and travel time data from the Intelligent Transportation System (ITS) and NPMRDS and HERE datasets.
2. ARTS staff worked with AT to identify transit system performance data that will be utilized to develop performance measures related to public transit operations.
3. Adoption of FY 2024 Safety Measures from GDOT and SCDOT.

**FY 2025 Work Activities and Schedule:** The ARTS MPO intends to develop a performance assessment process that encompasses the federally set performance metrics, performance measurements required as part of the CMP, and other, locally relevant performance metrics. The MPO's goal is to develop a system whereby projects will be directly evaluated to determine their effectiveness at meeting regional goals.

ACTIVITIES	EXPECTED COMPLETION DATE
1. State targets reported in baseline report from National Highway System (NHS) & FHWA.	October 2024
2. TAM Performance Measure elements added to TIP/MTP after 2/2025; adopted by CAC and TCC.	February 2025
3. Include TAM Performance Measure elements in TIP/MTP after 2/2025; adopted by PC.	February 2025
4. MPO executes updated planning agreements – SCDOT.	April - June 30, 2024
5. TAM - Submit Asset Inventory and Condition Report to NTD.	January 31, 2025
6. Pavement, Bridge, System Performance, and Freight – MPO 4-year targets due to GDOT and SCDOT if necessary.	April - June 30, 2024

ACTIVITIES	EXPECTED COMPLETE DATE
7. Pavement/bridge/system performance/freight Performance Measures added to TIP/MTP after 9/2024, adopted by CAC and TCC if necessary.	June 30, 2025
8. Pavement/bridge/system performance/freight Performance Measures added to TIP/MTP after 09/2024, adopted by PC if necessary.	June 30, 2025
9. Collection, editing, and processing of data for performance measures occurs concurrently with other deliverables: CMS, and Intersection and Traffic Crash Analysis Report.	Data collected throughout FY 2025
10. Collection and editing of data resources from Federal and state data. Dates are subject to change based on data release dates. National Highway Performance Monitoring System (NHPMS) releases data around October for the previous year.	Data collected throughout FY 2025
11. Yearly update of Performance Measures with 2050 MTP Goals and objectives. Develop draft Performance Measures Data Matrix, Methodology Summary Report.	February 2025
12. Coordinate and collaborate with FHWA, FTA, GDOT, SCDOT, and ARTS MPO Committees methodology for data analysis and target setting process.	On-Going
13. Present GDOT and SCDOT Safety Measures and targets to ARTS MPO committees for approval and adoption by PC.	February 2025
14. Update documentation of Data collection methodology and final performance measures and targets in coordination with ARTS MPO committees, GDOT, and SCDOT.	On-Going
15. Public review and comment on performance measures and targets.	As Needed
16. ARTS Traffic Safety Improvement Report Semi-Annual Update.	December 2024

**Product(s):** Updated Performance Measures and Goals Matrix for each transportation mode, highway, freight, public transit, bike and pedestrian, traffic safety, and congestion.

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$24,800.00	\$6,200.00	<b>\$31,000.00</b>

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$0.00	\$9,600.00	<b>\$9,600.00</b>
ACPDD (SC PL Match)	\$0.00	\$2,400.00	<b>\$2,400.00</b>

# WORK ELEMENT 7 – TRANSPORTATION IMPROVEMENT PROGRAM

## TASK 7.1 - Transportation Improvement Program (TIP)

**Purpose:** Update the ARTS TIP in conformance with Federal regulations.

This work element involves the annual update of the TIP. The TIP covers a four-year programming period in the Georgia part of the study area and ten years on the South Carolina side. Updates involve the removal of projects that have advanced to construction; the development, or update of project descriptions or cost estimates; and the prioritization of projects. The TIP is developed with public input and is coordinated with other transportation providers. Documentation of the effort is submitted for review and adoption by ARTS committees and goes through a public involvement process.

**Previous Work:**

1. Development and adoption of the FY 2024-2027 (GA) & FY 2024-2033 (SC) TIP by November 16, 2023.
2. The ARTS FY 2024-2027 (GA) & FY 2024-2033 (SC) TIP was updated based on amendments and administrative modifications during the previous fiscal year.

**FY 2025 Work Activities and Schedule:** TIP updates and amendments will be integrated with work element 6.1- Performance-Based Planning.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Public comments on FY 2024-2027 (GA) & FY 2024-2033 (SC) TIP Amendments	On-Going
2. Update List of Administrative Modification and Amendments to FY 2024-2027 (GA) & FY 2024-2033 (SC) TIP	On-Going

**Product(s):**

1. Updated ARTS Transportation Improvement Program (TIP).
2. Updated GIS Interactive online map MTP/TIP Maps and GIS attribute database.

**COST ESTIMATES AND PROPOSED FUNDING SOURCES**

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$16,000.00	\$4,000.00	\$20,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$1,600.00	\$5,200.00	\$6,800.00
ACPDD (SC PL Match)	\$400.00	\$1,300.00	\$1,700.00
<b>TOTAL</b>	<b>\$22,000.00</b>	<b>\$6,500.00</b>	<b>\$28,500.00</b>

## WORK ELEMENT 8 – PUBLIC TRANSIT /PARATRANSIT

### TASK 8.1 - Program Support and Administration (44.21.00)

**Purpose:** To provide planning and administrative assistance to Augusta Transit (AT) and LSCOG (Lower Savannah Council of Governments). Under this work element, the MPO staff will aid AT and Best Friend Express (BFE) in preparing financial and operation reports required by the MAP 21/ FAST Act/ Bipartisan Infrastructure Law legislation. Assistance in the preparation of the National Transit Database (NTD) reports will also continue.

Additional administrative assistance will include: Preparing required certifications; Updating annual Title VI assurances; Providing an opportunity for public hearings on grant applications and fare/service changes; Processing procurements involving Federal and State funds; Assisting in planning for transit system capital investments that will lead to increased security for the transit system; Monitoring requirements of the grant process (e.g. labor certifications, third party contracting, bidding, and award process); Developing the Georgia public transportation portion of the Unified Planning Work Program; and providing technical assistance on any transit-related issues facing AT.

LSCOG and their BFE staff will participate in the above-mentioned activities on behalf of their program and will also engage in employee training and education; participation in, and attendance at, ARTS committees; community outreach and marketing events; multiple grant(s) development, writing, and grant administration; grant reporting; Disadvantaged Business Enterprise (DBE) reporting; procurement; service provider contracting and oversight.

#### Previous Work

1. Grant management for continuing FTA Section 5310 Enhanced Mobility for the Elderly and Disabled Persons for LSCOG.
2. First-time development of GTFS information for the BFE fixed routes.
3. Grant amendment for existing FTA federal award to support the BFE.

#### FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Update the Annual Title VI Monitoring Report.	August 2025
2. Update socioeconomic demographic GIS data analysis for EJ.	July 2025 - March 2025
3. Conduct public meetings for review and comment period for Program of Projects (POP) related to grant applications and fare increases/service reduction, MTP & and special studies.	As Needed
4. Assist in planning for transit system capital investments that will lead to increased security for the transit system.	As Needed
5. Develop UPWP and Georgia 5303 Grant Application.	September 30, 2025
6. Provide technical transit planning and grant management assistance related to Coordinated Human Services Transportation, ADA accessibility, transit service operational improvements, land use and transportation, transit-oriented development, and other issues.	As Needed
7. FY 2025 FTA 5303 Quarterly Reports to GDOT and SCDOT.	Oct, Jan, Apr, Jun
8. Facilitate MPO committee meetings for transit planning tasks.	Quarterly
9. Prepare split grant funding tables and assist with grant submission for 5307 and 5339 split allocations for AT and LSCOG.	January 31, - April 1, 2025
10. FY 2025 Invoices for Section 5310 Program sent from the MPO to the GDHS contractor for processing.	Monthly by the 10 <sup>th</sup>
11. Assist with POP and transit funding tables in TIP for AT and LSCOG.	September 30, 2025
12. FTA Section 5307 Grant Application SC	November 2025
13. Semi-annual Disadvantaged Business Enterprise (DBE) Reporting for Urban Transit Services SC	Dec. & June 2025/2025

ACTIVITIES	EXPECTED COMPLETION DATE
14. FTA Required Milestone Progress Reports (MPR) and Federal Financial Reports (FFR) Reporting for Grants in TrAMS SC	Annually
15. Quarterly Reporting for 5303 Planning Services SC	Quarterly
16. State Application to SCDOT for State Mass Transit Funds (SMTF) funding SC	March 30, 2025
17. Attendance and report presentation to all ARTS Committees SC	Quarterly
18. Applications for Funding to be used as Local Match SC	Annually
19. SCDOT Public Transportation Workshop	September 2025
20. Transportation Association of South Carolina (TASC) conference	Spring 2025
21. Attendance Georgia Transportation Association (GTA) Conference	December 2025
22. Triennial National Database Sampling – onboard counting of bus riders	Summer 2025
23. Attendance Zero Emission Bus Conference	Summer 2025
24. South Carolina Annual MPO/COG Workshop	TBD
25. National Transit Institute (NTI) webinars	On-Going
26. Assist with Program of Projects (POP) and transit funding tables	On-Going
27. Perform Transit Service Provider Contract Oversight	On-Going
28. LSCOG administration of FTA 5310 funding. Monthly ridership report and invoices submitted to the ARTS MPO.	Monthly

#### Product(s)

1. Grant administration activities for FTA Urban Section 5310
2. Submission of a grant application for capital and operating assistance for public transit
3. Preparation of the GA / SC UPWP public transit elements.
4. Various Monthly, Quarterly, and Annual Reports.
5. Attendance and presentation to all three ARTS Committees (each held bi-monthly).

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (SEC 5303)	\$50,196.00	\$0.00	<b>\$50,196.00</b>
GA DOT (SEC 5303 Match)	\$6,274.50	\$0.00	<b>\$6,274.50</b>
APDD (SEC 5303 Match)	\$6,274.50	\$0.00	<b>\$6,274.50</b>
FTA (SC SEC 5303)	\$0.00	\$26,040.00	<b>\$26,040.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$6,510.00	<b>\$6,510.00</b>
<b>TOTALS</b>	<b>\$62,745.00</b>	<b>\$32,550.00</b>	<b>\$95,295.00</b>

## TASK 8.2 – Metropolitan Transportation Planning (System Level) (44.23.01)

**Purpose:** Provide and/or create current data annually that is utilized in the MTP and Analysis. These data sets include Socioeconomic Data/Environmental Justice; Land Use Monitoring; Transportation Surveys, Models and Analysis; GIS Development and Application; long-range transit Planning; Performance-Based Planning; Congestion Management; Air Quality Issues; Public Administration; and Intermodal Planning. Community Outreach and Education are performed as part of this task to disseminate the new information. To successfully respond to public transit requirements for Transit Asset Management (TAM) Plans and Safety. To review the ten-year planning horizon for the BFE's Transit Improvement Study (TIS) completed in 2025.

### Previous Work

1. Developed framework for FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities which included service operation strategy, grant administration, and mobility management for travel training.
2. LSCOG assisted with the development and implementation of the FTA Section 5310 urban program for residents of Aiken County who are 60+ or a person with a disability.
3. Developed GIS mapping for address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.

### FY 2025 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Continue assessing the financial capability of AT and BFE and continue to secure other funding sources to implement recommendations from previous planning studies.	On-Going
2. Staff tasks related to 2050 MTP Performance-Based Multimodal Plan Update – Socioeconomic data, GIS analysis, and mapping, community outreach, regional travel demand model for transit.	July 2025 – June 30, 2025
3. LSCOG Updates and Amendments to the MTP SC.	As needed
4. Participate in Performance-Based Planning for the Transit System.	On-Going
5. Enhancements to Public Transit	On-Going

### Product(s):

1. ARTS will continue all task activities for FTA Section 5310 Enhance Mobility for Seniors and Individuals with Disabilities, service operation strategy, and regional Coordinated Human Services Transportation Framework.
2. 2050 MTP Performance-Based Multimodal Plan Update – socioeconomic data, land use development data collection and analysis, GIS analysis and mapping, community outreach, regional travel model for transit.
3. Corridor Plans – application of Land use and Access Management and Complete Streets policies to increase transit ridership and ADA safety
4. Performance Measures – Public Transit
5. GIS map and address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.
6. To review, study, and assist August Transit in addressing transit-related issues. Issues include safety, bus shelter lighting, and ADA compliance.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (GA SEC 5303)	\$67,200.00	\$0.00	<b>\$67,200.00</b>
GA DOT (SEC 5303 Match)	\$8,400.00	\$0.00	<b>\$8,400.00</b>
APDD (SEC 5303 Match)	\$8,400.00	\$0.00	<b>\$8,400.00</b>
FTA (SC SEC 5303)	\$0.00	\$2,000.00	<b>\$2,000.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$500.00	<b>\$500.00</b>
<b>TOTALS</b>	<b>\$84,000.00</b>	<b>\$2,500.00</b>	<b>\$86,500.00</b>

### TASK 8.3 - Short-Range Transportation Planning (44.24.00)

**Purpose:** To perform tasks that are immediate and are reviewed for implementation within the next 3-5 years. LSCOG staff will undertake their required short-range transit planning activities on behalf of Best Friend Express and its paratransit programs. APDD will prepare short-range planning activities on behalf of Augusta Transit. This includes transit program staff preparing the necessary operations reports, periodically evaluating the level of transit service, monitoring requirements of the grant process, preparing the annual update to the Title VI assurances, and assisting in the following year's UPWP.

#### FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Monitor, update, and program grant funds for buses and/or vans for ADA complementary services including the purchase or lease of new transit vehicles accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.	On-Going
2. Participate with ARTS/MPO in a review and update, if needed, of any Regional Human Services Coordination Plan	On-going or as requested by the MPO
3. Marketing of any New or Revised Service	On-Going
4. Respond to Requests for Presentations to the Public or Agencies	On-Going
5. LSCOG Attorney and Executive Director Signatures on Annual Certification & Assurances for FTA	March 2025
6. Capital Vehicle Acquisition Planning	February 2025
7. Updates to Transit Asset Management (TAM) Plan	June 2025
8. Safety and Planning Mandate Updates	July – December 2025
9. Review the Planning Studies for Possible Implementation of Previous Recommendations	On-Going
10. Submit transit system performance data reported to NTD.	October 2025
11. Annual NTD Report and Validation Response	January – February 2025

#### Product(s):

1. Annual Certifications and Assurances
2. TAM Plan Updates
3. Transit section of UPWP Completed
4. Continued Implementation of the Public Transit Agency Safety Plan (PTASP)
5. Annual NTD Report

#### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (GA SEC 5303)	\$51,200.00	\$0.00	<b>\$51,200.00</b>
GA DOT (SEC 5303 Match)	\$6,400.00	\$0.00	<b>\$6,400.00</b>
APDD (GA PL Match)	\$6,400.00	\$0.00	<b>\$6,400.00</b>
FTA (SC SEC 5303)	\$0.00	\$15,960.00	<b>\$15,960.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$3,990.00	<b>\$3,990.00</b>
<b>TOTAL</b>	<b>\$64,000.00</b>	<b>\$19,950.00</b>	<b>\$83,950.00</b>



## TASK 8.4 - Transportation Improvement Program (44.25.00)

**Purpose:** LSCOG will participate with the ARTS MPO in the completion of the TIP and its updates; coordinate with the MPO for the split allocation letters for Section 5307 funding; assist with the additional programming of FTA Section 5339 and 5310.

### Previous Work

1. Continued assessment of the financial capability of AT and secure other possible funding sources to implement recommendations from the COA.

### FY 2025 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Prepare and submit to the ARTS MPO the annual updates to the TIP.	As Needed
2. Review SC STIP and follow up with APDD to make sure LSCOG programming has made it to SCDOT. Programming may include but is not limited to sections 5307, 5339, and 5310.	November 2025
3. Update the text in the TIP regarding the Program of Projects and Financial Plan for the BFE transit system.	On-going

### Product(s):

1. Completed TIP document reviewed and adopted by the ARTS Committees.
2. SCDOT STIP reflecting accurate programming information for Aiken County Transit.

### COST ESTIMATES AND PROPOSED FUNDING SOURCES

**Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (GA SEC 5303)	\$26,400.00	\$0.00	<b>\$26,400.00</b>
GA DOT (SEC 5303 Match)	\$3,300.00	\$0.00	<b>\$3,300.00</b>
APDD (SEC 5303 Match)	\$3,300.00	\$0.00	<b>\$3,300.00</b>
FTA (SC SEC 5303)	\$0.00	\$4,000.00	<b>\$4,000.00</b>
LSCOG (SEC 5303 Match)	\$0.00	\$1,000.00	<b>\$1,000.00</b>
<b>TOTAL</b>	<b>\$33,000.00</b>	<b>\$5,000.00</b>	<b>\$38,000.00</b>

# UNFUNDED PROJECTS

## Congestion Management Plan Update

**Purpose:** To implement existing congestion mitigation strategies and projects identified in the 2024 CMP Update, MTP, and ARTS Travel Demand Model. This work element will be integrated with Performance-Based Planning.

CMP is an integral transportation planning task in the ARTS planning area. The purpose of the ARTS CMP is to document traffic congestion on major transportation corridors in the study area; identify and implement strategies for reducing or eliminating the congestion, and track and/or program the implementation of congestion mitigation projects. Activities under this work element will include completing the annual traffic congestion data collection and spatial analysis of travel data using the National Performance Management Research Data Set (NPMRDS) and/or HERE data.

### Previous Work:

1. Coordination with ARTS partners to create the scope of services and GAMPO application for the 2024 CMP.
2. 1<sup>st</sup> round of required presentations to ARTS committees in January 2024.
3. GAMPO application submitted to GAMPO PL committee in March 2024 pending signed PC resolution.
4. GAMPO PL committee approved the CMP application on March 25, 2024 pending a signed resolution from the Policy committee.
5. 2<sup>nd</sup> round of required presentations to ARTS committees in May 2024.
6. Signed resolution submitted to GAMPO PL committee May 16, 2024.

**FY 2025 Work Activities and Schedule:** The MPO will solicit professional consultant(s) to update the CMP and its integration with performance-based planning and the Long Range Transportation Plan to meet federal requirements related to the CMP. The following tasks will be performed during FY 2024, 2025, and 2026.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Consultant and MPO project management	January 2025 – January 2026
2. Consultant begins performing Scope of Work Tasks 1, 2 & 3: Task 1: Review and Conduct Assessment of the Existing CMP; Task 2: Research CMP Best Practices Task 3: Develop a Stakeholder and Public Outreach Approach	January 2025 – April 2025
3. Consultant begins performing Scope of Work Tasks 4 & 5 Task 4: Data Collection and Analysis of Existing and Future CMP Transportation System Network Task 5: Analyze Traffic Congestion Problems and Needs	February 2025 – May 2025
4. Consultant begins performing Scope of Work Tasks 5, 6 & 7 Task 5: Analyze Traffic Congestion Problems and Needs Task 6: Review and Refine Goals and Objectives Task 7: Develop Multi-Modal Performance Measures	May 2025 – August 2025
5. Consultant begins performing Scope of Work Tasks 8 & 9 Task 8: Review and Update Existing CMP Strategies Task 9: Develop CMP Data Collection, Monitoring and Performance Reporting Process	July 2025 – October 2025
6. Public Meeting – Comment Period on CMP	October 2025 – November 2025
7. Consultant begins performing Scope of Work Tasks 10 Task 10: Develop CMP System Performance Monitoring Evaluation	November 2025 – January 2026
8. TCC & CAC Review and Adopt Final CMP	January 7, 2026
9. Policy Committee Review and Adopt Final CMP	January 22, 2026
10. Consultant submits final report and contract closeout	January 30, 2026

**Work Schedule:** July 1, 2024 - June 30, 2025

**Product(s):** Complete travel time validation surveys for the ARTS CMP; publish the annual ARTS CMP Report; implement specific congestion management strategies identified in the CMP Report; Update Transportation System GIS Database, traffic volume GIS Map, and current year LOS analyses.

GEORGIA	FHWA (GA PL) – GAMPO	APDD (GA PL Match) – GAMPO	TOTALS
	\$200,000.00	\$50,000.00	<b>\$250,000.00</b>

SOUTH CAROLINA	ACPDD	TOTALS
ACPDD Match – GAMPO	\$115,000.00	<b>\$115,000.00</b>

## Wrightsboro Road Corridor Study

**Purpose:** Perform a Corridor Study of Wrightsboro Road from Jimmie Dyess Parkway (Georgia State Route 383) to Appling Harlem Highway (Georgia State Route 47). The total length is approximately 11.7 miles (7.6 miles as Georgia State Route 223 and 4.1 miles as Columbia County Road 571). Approximately 8.6 miles lie within the ARTS metropolitan boundary with the remaining 3.1 miles outside of the boundary. The portion of the corridor between Jimmie Dyess Pkwy and Horizon South Pkwy is included in the ARTS Transportation Improvement Program (TIP) under P.I. No 0008348 for FY 2025-2025. The corridor study will be locally sponsored and managed by Columbia County and coordinated with the Georgia Department of Transportation, the City of Grovetown, and the Augusta Regional Transportation Study.

**Overview:** The 2022 ARTS Growth Trends Report indicates a population increase of 75% in Columbia County over the past two decades (90,000 in 2010 to 156,000 in 2020) with the county responsible for over two-thirds of all growth in the ARTS metropolitan boundary. This population growth is expected to continue as Fort Eisenhower and other major employment centers continue to locate and expand in the region.

The Wrightsboro Road corridor serves volumes in the range of 6,000 to 16,500 vehicles a day. Future traffic and development growth over the next two decades is projected to reach over 20,000 vehicles a day over a majority of the corridor. The section of the corridor under P.I. No 0008348 is expected to widen from 2 to 4 lanes. This study will help to identify the patterns and impacts of future growth to the corridor and confirm the need for widening anticipated in 0008348. The study will also help to establish a timeline for the implementation of additional short and long-term improvements along the corridor.

### General Scope of Work:

- Analyze existing conditions, such as field observations, collect traffic data, analyze existing capacity, safety analysis, and environmental screening;
- Perform a needs assessment by developing a vision for the corridor, anticipate future growth patterns, analyze future capacity, and identify corridor needs;
- Develop and test alternatives to reduce project costs, prepare concept layouts, and identify recommendations to include areas of limited access, restricted turn movement of intersections, and preferred intersection control;

**Responsible Agency:** Columbia County Engineering and Planning Services Divisions (CCBOC)

### Proposed Funding Sources:

FUNDING SOURCE	CCBOC	TOTALS
	\$280,000.00	<b>\$280,000.00</b>
CCBOC (GA PL Match)	\$70,000.00	<b>\$70,000.00</b>
<b>TOTAL</b>	<b>\$350,000.00</b>	<b>\$350,000.00</b>

# FY 2025 UPWP BUDGET

Figure 3 - FY 2025 UPWP Budget

FIGURE 3 ARTS FY 2025 UPWP WORK ELEMENTS BY FUNDING SOURCE Revised 4/18/2024		AUGUSTA PLANNING & DEVELOPMENT DEPARTMENT							COLUMBIA COUNTY ENGINEERING AND PLANNING		AIKEN COUNTY PLANNING & DEVELOPMENT		LOWER SAVANNAH COUNCIL OF GOVERNMENTS		NORTH AUGUSTA PLANNING & DEVELOPMENT		TOTAL			
		FHWA GA PL		APDD MATCH		FTA SEC 5303 FUNDS		SEC 5303 GA STATE MATCH		SEC 5303 APDD MATCH		FTA SEC 5303 SC PL		SEC 5303 LSCOG MATCH		FHWA SC PL		NAPDD MATCH		
1.1	Program Coordination/Administration	\$48,000.00	\$12,000.00	\$6,000.00	\$1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$45,000.00	\$11,250.00	\$ -	\$ -	\$ -	\$ -	\$123,750.00		
1.2	Training/Employee Education	\$44,000.00	\$11,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$6,000.00	\$1,500.00	\$ -	\$ -	\$ -	\$ -	\$62,500.00		
1.3	UPWP	\$24,000.00	\$6,000.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$33,500.00		
Subtotal: Program Administration		\$116,000.00	\$29,000.00	\$6,800.00	\$1,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$53,000.00	\$13,250.00	\$ -	\$ -	\$ -	\$ -	\$219,750.00		
2.1	Community Outreach / Education	\$28,000.00	\$7,000.00	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,000.00	\$1,250.00	\$ -	\$ -	\$ -	\$ -	\$43,750.00		
Subtotal: Public Involvement		\$28,000.00	\$7,000.00	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,000.00	\$1,250.00	\$ -	\$ -	\$ -	\$ -	\$43,750.00		
3.1	Environmental Justice & Socioeconomic Data	\$24,000.00	\$6,000.00	\$1,200.00	\$300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,400.00	\$600.00	\$ -	\$ -	\$ -	\$ -	\$34,500.00		
3.2	Land Use Monitoring	\$20,000.00	\$5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$31,500.00		
3.3	Transportation Surveys, Models & Analysis	\$28,000.00	\$7,000.00	\$400.00	\$100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,400.00	\$600.00	\$ -	\$ -	\$ -	\$ -	\$38,500.00		
3.4	Environmental Justice / Title VI	\$24,000.00	\$6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,400.00	\$600.00	\$ -	\$ -	\$ -	\$ -	\$33,000.00		
3.5	GIS Development & Applications	\$32,000.00	\$8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$40,000.00	\$10,000.00	\$ -	\$ -	\$ -	\$ -	\$90,000.00		
Subtotal: Data Collection/ Analysis		\$128,000.00	\$32,000.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$52,400.00	\$13,100.00	\$ -	\$ -	\$ -	\$ -	\$227,500.00		
4.1	Metropolitan Transportation Plan	\$46,400.00	\$11,600.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$4,800.00	\$1,200.00	\$ -	\$ -	\$ -	\$ -	\$65,000.00		
4.2	Congestion Management	\$46,400.00	\$11,600.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,200.00	\$800.00	\$ -	\$ -	\$ -	\$ -	\$63,000.00		
4.3	Intermodal Planning	\$44,800.00	\$11,200.00	\$400.00	\$100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,200.00	\$800.00	\$ -	\$ -	\$ -	\$ -	\$60,500.00		
4.4	Air Quality Issues	\$28,000.00	\$7,000.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,600.00	\$900.00	\$ -	\$ -	\$ -	\$ -	\$41,500.00		
4.5	Complete Streets	\$ -	\$ -	\$36,000.00	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$36,000.00		
Subtotal: Transportation System Planning		\$165,600.00	\$41,400.00	\$39,600.00	\$900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$14,800.00	\$3,700.00	\$ -	\$ -	\$ -	\$ -	\$266,000.00		
5.1	Georgia Avenue Traffic Calming and Pedestrian Access	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$56,000.00	\$14,000.00	\$70,000.00		
5.2	North Augusta Unified Transportation Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$100,000.00		
5.3	Gateway Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$10,000.00	\$ -	\$ -	\$80,000.00	\$10,000.00	\$100,000.00		
5.5	Five Notch Corridor Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$100,000.00		
5.6	SC 118 Intersection Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$ -	\$ -	\$ -	\$ -	\$100,000.00		
5.7	US 78 (Charleston Highway) Intersection Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$160,000.00	\$40,000.00	\$ -	\$ -	\$ -	\$ -	\$200,000.00		
5.8	Ascauga Lake Road Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$160,000.00	\$40,000.00	\$ -	\$ -	\$ -	\$ -	\$200,000.00		
Subtotal: Special Transportation Studies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$400,000.00	\$110,000.00	\$ -	\$ -	\$296,000.00	\$64,000.00	\$870,000.00		
6.1	Performance Based Planning	\$24,800.00	\$6,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$9,600.00	\$2,400.00	\$ -	\$ -	\$ -	\$ -	\$43,000.00		
Subtotal: Performance Based Planning		\$24,800.00	\$6,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$9,600.00	\$2,400.00	\$ -	\$ -	\$ -	\$ -	\$43,000.00		
7.1	Transportation Improvement Program	\$16,366.51	\$4,091.63	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$28,958.14		
Subtotal: Transportation Improvement Program		\$16,366.51	\$4,091.63	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$28,958.14		
8.1	Program Support and Administration	\$ -	\$ -	\$ -	\$ -	\$50,196.00	\$6,274.50	\$6,274.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$26,040.00	\$6,510.00	\$ -	\$ -	\$95,295.00		
8.2	Long-Range Transportation Planning	\$ -	\$ -	\$ -	\$ -	\$67,200.00	\$8,400.00	\$8,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,000.00	\$500.00	\$ -	\$ -	\$86,500.00		
8.3	Short -Range Transportation Planning	\$ -	\$ -	\$ -	\$ -	\$51,200.00	\$6,400.00	\$6,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$15,960.00	\$3,990.00	\$ -	\$ -	\$83,950.00		
8.4	Transportation Improvement Program	\$ -	\$ -	\$ -	\$ -	\$26,400.00	\$3,300.00	\$3,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$4,000.00	\$1,000.00	\$ -	\$ -	\$38,000.00		
Subtotal: Public Transit/Paratransit		\$ -	\$ -	\$ -	\$ -	\$194,996.00	\$24,374.50	\$24,374.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$48,000.00	\$12,000.00	\$ -	\$ -	\$303,745.00		
SUBTOTAL: FY 2025 MPO PL & Local Match		\$478,766.51	\$119,691.63	\$51,600.00	\$3,900.00	\$194,996.00	\$24,374.50	\$24,374.50	\$0.00	\$0.00	\$540,000.00	\$145,000.00	\$48,000.00	\$12,000.00	\$296,000.00	\$64,000.00	\$2,002,703.14			
4.3	GAMPO PL 0019245-PLN Regional Freight Plan Update	\$240,000.00	\$60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$380,000.00		
4.1	Metropolitan Transportation Plan	\$280,000.00	\$70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$550,000.00		
4.5	Complete Streets	\$12,276.05	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$12,276.05		
SUBTOTAL: FY 2025 GAMPO PL & Local Match		\$532,276.05	\$130,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$942,276.05		
N/A	Wrightsboro Road Corridor Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$280,000.00	\$70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$350,000.00		
4.2	Congestion Management Process Update	\$200,000.00	\$50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$115,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$365,000.00		
SUBTOTAL: FY 2025 UNFUNDED PROJECTS		\$200,000.00	\$50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$280,000.00	\$70,000.00	\$ -	\$115,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$715,000.00		
GRAND TOTAL: FY 2025 MPO PL & Local Match w/ FY 2025 GAMPO PL & Local Match and Unfunded Projects		\$1,211,042.56	\$299,691.63	\$51,600.00	\$3,900.00	\$194,996.00	\$24,374.50	\$24,374.50	\$280,000.00	\$70,000.00	\$540,000.00	\$540,000.00	\$48,000.00	\$12,000.00	\$296,000.00	\$64,000.00	\$3,659,979.19			

**Figure 4 - FTA Section 5303 Budget Activity Line Item**

UPWP FY 2025 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		APDD			
		FTA SEC 5303	GA DOT Match	APDD Match	Total GA SEC 5303
8.1	Program Support and Administration (44.21.00)	\$50,196.00	\$6,274.50	\$6,274.50	\$62,745.00
8.2	Long-Range Transportation Planning (44.23.01)	\$67,200.00	\$8,400.00	\$8,400.00	\$84,000.00
8.3	Short-Range Transportation Planning (44.24.00)	\$51,200.00	\$6,400.00	\$6,400.00	\$64,000.00
8.4	Transportation Improvement Program (44.25.00)	\$26,400.00	\$3,300.00	\$3,300.00	\$33,000.00
<b>Total</b>		<b>\$194,996.00</b>	<b>\$24,374.50</b>	<b>\$24,374.50</b>	<b>\$243,745.00</b>

UPWP FY 2025 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		LSCOG		
		FTA SEC 5303	LSCOG Match	Total SC SEC 5303
8.1	Program Support and Administration (44.21.00)	\$26,040.00	\$6,510.00	\$32,550.00
8.2	Long-Range Transportation Planning (44.23.01)	\$2,000.00	\$500.00	\$2,500.00
8.3	Short-Range Transportation Planning (44.24.00)	\$15,960.00	\$3,990.00	\$19,950.00
8.4	Transportation Improvement Program (44.25.00)	\$4,000.00	\$1,000.00	\$5,000.00
<b>Total</b>		<b>\$48,000.00</b>	<b>\$12,000.00</b>	<b>\$60,000.00</b>

## APPENDIX A – TITLE VI

### SECTION 6

### TITLE VI ASSURANCES

AUGUSTA, GEORGIA (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7{a}(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program and in adapted form in all proposals for negotiated agreements:

"Augusta Georgia in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clause of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.



5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.



Garnett L. Johnson, Mayor

2/27/2024  
Date



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

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

**1. Compliance with Regulations**

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Nondiscrimination**

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program outlined in Appendix B of the Regulations.

**3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

**4. Information and Reports**

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Augusta Georgia, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Augusta Georgia, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Augusta Georgia shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**6. Incorporation of Provisions**

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

The Contractor shall take such action with respect to any subcontractor or procurement as Augusta Georgia or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Augusta Georgia enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

#### **Granting Clause**

NOW, THEREFORE, Augusta Georgia—as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with and in compliance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation; and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d-4)—does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of AUGUSTA GEORGIA in and to said land described in Exhibit A attached hereto and made a part thereof.

#### **Habendum Clause**

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

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

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

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which AUGUSTA GEORGIA program or activity is extended, or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

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

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, and agree as a covenant running with the land, that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued. \*[Include in deeds subject to a reverter clause]. That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the STATE and its assigns.

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



## AUGUSTA, GEORGIA

### Title VI Self-Survey: 2016 YEAR

Survey Date: June 21, 2016

Name of Program/Grant: FHWA-PL Funds Augusta Planning and Development Department (ARTS MPO)

#### Summary of Complaints:

Number of complaints for the past year: 0

Number of complaints voluntarily resolved: 0

Number of complaints currently unresolved: 0

Attach a summary of any type of complaint and provide: None

- Name of complainant
- Race
- Charge
- Findings
- Corrective Action
- Identify any policy/procedure changes required as a result of the complaint
- Provide the date history (date complaint received through resolution)

#### Distribution of Title VI Information:

Are new employees made aware of Title VI responsibilities pertaining to their specific duties?

Yes X No \_\_\_\_\_

Do new employees receive this information via employee orientation?

Yes X No \_\_\_\_\_

Is Title VI information provided to all employees and program applicants?

Yes X No \_\_\_\_\_

Is Title VI information prominently displayed in the organization and on any program materials distributed?

Yes X No \_\_\_\_\_

Identify any improvements you plan to implement before the next self-survey to better support Title VI communication to employees and program applicants.

Augusta Planning and Development Department (APDD) staff will continue to seek training through workshops, courses and webinars sponsored by Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). The APDD staff will update ARTS Public Participation Plan to include successful public engagement and outreach tools that target persons With limited English proficiency. The APDD will begin coordinating with local and regional libraries to place ARTS plans and documents in its list of periodicals. All ARTS documents, plans and programs will be made available in multiple languages upon request. ARTS Citizen Advisory Committee (CAC) established a sub-committee to advise CAC, with representation from organizations serving veterans, disabled persons, rural transportation, and private transportation operators.

Identify any problems encountered with Title VI compliance.

None

Signature: \_\_\_\_\_

Melanie Wilson

Title: \_\_\_\_\_

Director/ARTS Project Director

Date: \_\_\_\_\_

6/21/14

Return to: Augusta-Richmond County  
Office of Administrator  
535 Telfair Street, Suite 910  
Augusta, GA. 30901  
Phone: (706)821-2400  
Fax: (706)821-2819



# APPENDIX B – MPO CERTIFICATIONS

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

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

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

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

LRTP/MTP (23 CFR Part 450.324)

- a) The LRTP/MTP incorporates a minimum 20-year planning horizon.
- b) The LRTP/MTP identifies both long-range and short-range strategies and actions leading to the development of an intermodal transportation system.
- c) The LRTP/MTP is fiscally constrained.
- d) The development of the LRTP/MTP and the TIP are coordinated with other providers of transportation (e.g. regional airports, maritime port operators).
- e) All of the Fixing America's Surface Transportation (FAST) Act planning factors were considered in the planning process.
- f) The LRTP/MTP includes a discussion of types of potential environmental mitigation activities and potential areas to carry out these activities in consultation with federal, state and tribal land management and regulatory agencies.
- g) The MPO approves the LRTP/MTP in a timely manner without entering into a planning lapse.
- h) Initial Adoption and Amendments to the LRTP/MTP are developed and processed in accordance with procedures outlined in the MPO's Participation Plan.
- i) The transit authority's planning process is coordinated with the MPO's planning process.
- j) In non-attainment and maintenance areas the MPO, as well as FHWA and FTA, must make a conformity determination on any updated or amended LRTP/MTP in accordance with 40 CFR Part 93.

- 
- a) The TIP is updated at least every 4 years, on a schedule compatible with STIP development.
  - b) Each project included in the TIP is consistent with the LRTP/MTP.
  - c) The MPO, GDOT and the transit operator collaborate on the development of the TIP.
  - d) The TIP contains all projects to be funded under Title 23 U.S.C. and Title 49 U.S.C. Chapter 53.
  - e) The TIP is financially constrained by year and revenue estimates reflect reasonable assumptions.
  - f) The MPO TIP is included in the STIP by reference, without modification.
  - g) Initial Adoption and Amendments to the TIP are developed and processed in accordance with procedures outlined in the MPO's Participation Plan.
  - h) In non-attainment and maintenance areas, the MPO as well as the FHWA and FTA must make a conformity determination on any updated or amended TIP in accordance with 40 CFR Part 93.



Participation Plan (23 CFR Part 450.316)

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

List of Obligated Projects (23 CFR Part 450.334)

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

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

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

TCMs from the STIP.

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



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

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



Dr. William Molnar, Policy Committee Chairman

Date

Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization

Vivian Canizares

Digitally signed by Vivian Canizares  
Date: 2023.09.28 10:18:48-04'00'

Vivian Canizares, Assistant State Transportation Planning Administrator  
Georgia Department of Transportation, Office of Planning

Date

**Matt Markham**

Digitally signed by Matt Markham  
Date: 2023.09.28 10:34:18 -04'00'

Matthew Markham, Deputy Director of Planning  
Georgia Department of Transportation, Office of Planning

Date

## APPENDIX C – ARTS COMMITTEE COMPOSITION

### ***A. Policy Committee***

The Policy Committee shall be composed of officials of participating governmental jurisdictions. Voting membership shall be determined by organizational position, with the following positions being members:

1. Mayor, City of North Augusta (South Carolina)
2. Mayor Augusta, Georgia
3. Mayor, City of Blythe, Georgia
4. Chairman, Hephzibah City Commission, Georgia
5. Mayor, City of Grovetown (Georgia)
6. Mayor, City of Aiken (South Carolina)
7. Mayor, Town of Burnetown (South Carolina)
8. Mayor, City of New Ellenton (South Carolina)
9. Chairman, Aiken County Council (South Carolina)
10. Chairman, Edgefield County Council (South Carolina)
11. Chairman, Columbia County Commission (Georgia)
12. Deputy Secretary for Engineering, SC DOT
13. Commissioner or his Designee, Georgia DOT
14. Garrison Commander, Fort Eisenhower (Georgia)
15. Executive Director, Lower Savannah Council of Govt.
16. Director, Augusta Public Transit Department

## ***B. Technical Coordinating Committee***

The Technical Coordinating Committee shall be composed of key staff members of participating government jurisdictions. Membership shall be based upon the organizational position held, with the following positions being voting members or their designee represent the listed positions:

### **City of Augusta**

1. Director, Augusta Planning & Development Department
2. City Engineer
3. Director, Augusta Public Transit Department
4. Traffic Engineer

### **County of Columbia**

1. Director of Construction and Maintenance
2. Planning Director

### **City of North Augusta**

1. City Engineer
2. Planning Director

### **County of Aiken**

1. County Engineer
2. Planning Director

### **Lower Savannah Council of Governments**

1. Transit Operations Manager
2. Grants and Compliance Manager

### **County of Edgefield**

1. Director of Building and Planning

### **City of Aiken**

1. City Engineer
2. Planning Director

### **City of New Ellenton**

1. Supervisor of Streets and Roads

### **Georgia Department of Transportation**

1. Transportation Planning Engineer
2. District 2 Engineer

### **South Carolina Department of Transportation**

1. Director of Planning
2. Pre-Construction Program Manager

### **Other Jurisdictions**

1. Augusta Regional Airport, Executive Director
2. Fort Eisenhower Director of Installation Support
3. Chairman, Citizens Advisory Committee

***C. Citizens Advisory Committee***

Membership in this organization shall be made up of local citizens from each community in the ARTS area. The membership shall be made up of persons interested in transportation issues from any of the following jurisdictions: the City of Augusta-Richmond County, the City of North Augusta, the City of Aiken, and Aiken County.

## APPENDIX D – COMPLETE STREETS WAIVER AIKEN COUNTY/USDOT

### Summary of Complete Streets Eligible Projects for 100% Waiver

Task #	Task Category	Milestone/Deliverable	\$ Budget (100% Fed)
1	Program Coordination/Administration	Monitor developments related to federal Complete Streets Policies and Regulations	\$2,000.00
2	Intermodal Planning	Develop Complete Streets Design Guidelines for a variety of contexts and all street/roadway user groups	\$7,000.00
3	Intermodal Planning	Require designated bicycle facilities during new development or redevelopment or capital roadway projects	\$3,000.00
4	System Planning	Adopt traffic calming programs, policies, and standards	\$3,500.00
5	Intermodal Planning	Adopt bicycle parking requirements	\$1,500.00
6	Intermodal Planning	Consider multi-modal Level of Service (LOS) in Traffic Impact Analyses and other engineering studies	\$3,000.00
7	Training and Employee Education	Attend Complete Streets policy training workshops and webinars	\$2,000.00
8	System Planning	Performance-Based Project Evaluation- collect and analyze traffic safety data of pedestrian and bicycle safety improvement projects included in the ARTS MPO current Metropolitan Transportation Plan (MTP) and TIP to assess safety improvements	\$4,000.00
9	Data Collection and Analysis	Collect and analyze traffic crash reports (vehicle, bike, and pedestrian) and traffic safety conflicts for non-motorized users at arterial roadways	\$1,000.00
10	Data Collection and Analysis	GIS Map Audit of existing bike infrastructure	\$1,000.00
11	Public Transit/Paratransit	Coordinate with the Lower Savannah Council of Governments (LSCOG) with the review of transit system passenger count data	\$1,500.00
12	Intermodal Planning	Development of a Complete Streets prioritization plan that identifies a specific list of Complete Streets projects to improve the safety, mobility, or accessibility of a street	\$6,500.00
\$ TOTAL:			<b>\$36,000.00</b>
Total Programmed UPWP \$ Budget:			<b>\$1,440,000.00</b>
% of Total Budget Complete Streets Eligible:			<b>2.5%</b>

APPENDIX E – FY 2025 UPWP MODIFICATIONS & AMENDMENTS

DATE	MOD/AMENDMENT	DESCRIPTION	PAGE



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**EXHIBIT E**

**BUDGET ESTIMATE**

**FISCAL YEAR 2025**

PIN  
ART  
PL F

FY 2025 UPWP BUDGET  
Figure 3 - FY 2025 UPWP Budget

FIGURE 3 ARTS FY 2025 UPWP WORK ELEMENTS BY FUNDING SOURCE Revised 4/15/2024	AUGUSTA PLANNING & DEVELOPMENT DEPARTMENT						COLUMBIA COUNTY ENGINEERING AND PLANNING		AIKEN COUNTY PLANNING & DEVELOPMENT		LOWER SAVANNAH COUNCIL OF GOVERNMENTS		NORTH AUGUSTA PLANNING & DEVELOPMENT		TOTAL
	PHWA GA PL	AFPOD MATCH	PHWA SC PL	AFPOD MATCH	PTA SEC 5303 FUND	SEC 5303 GA STATE MATCH	SEC 5303 AFPOD MATCH	CEDOC MATCH	PHWA SC PL	AFPOD MATCH	PTA SEC 5303 FUND	SEC 5303 UNCO MATCH	PHWA SC PL	NAPOD MATCH	
3.1 Program Coordination/Administration	\$44,000.00	\$12,000.00	\$6,000.00	\$1,500.00	\$ -	\$ -	\$ -	\$ -	\$45,000.00	\$11,250.00	\$ -	\$ -	\$ -	\$ -	\$121,250.00
3.2 Training/Employee Education	\$44,000.00	\$11,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$6,000.00	\$1,500.00	\$ -	\$ -	\$ -	\$ -	\$61,500.00
3.3 UPWP	\$24,000.00	\$4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$11,000.00
Subtotal Program Administration	\$112,000.00	\$27,000.00	\$6,000.00	\$1,500.00	\$ -	\$ -	\$ -	\$ -	\$51,000.00	\$13,750.00	\$ -	\$ -	\$ -	\$ -	\$228,750.00
3.1 Community Outreach / Education	\$28,000.00	\$7,000.00	\$7,000.00	\$200.00	\$ -	\$ -	\$ -	\$ -	\$5,000.00	\$1,250.00	\$ -	\$ -	\$ -	\$ -	\$41,250.00
Subtotal Public Involvement	\$28,000.00	\$7,000.00	\$7,000.00	\$200.00	\$ -	\$ -	\$ -	\$ -	\$5,000.00	\$1,250.00	\$ -	\$ -	\$ -	\$ -	\$41,250.00
3.1 Environmental Justice & Socioeconomic Data	\$24,000.00	\$6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$34,500.00
3.2 Land Use Mapping	\$20,000.00	\$5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$30,000.00
3.3 Transportation Surveys, Models & Analysis	\$28,000.00	\$7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$38,500.00
3.4 Environmental Justice / Title VI	\$24,000.00	\$6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$33,000.00
3.5 GIS Development & Applications	\$12,000.00	\$3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$40,000.00	\$10,000.00	\$ -	\$ -	\$ -	\$ -	\$60,000.00
Subtotal Data Collection/Analysis	\$112,000.00	\$27,000.00	\$14,000.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$12,000.00	\$3,000.00	\$ -	\$ -	\$ -	\$ -	\$222,000.00
4.1 Metropolitan Transportation Plan	\$46,400.00	\$11,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$4,000.00	\$1,000.00	\$ -	\$ -	\$ -	\$ -	\$63,000.00
4.2 Congestion Management	\$46,400.00	\$11,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,200.00	\$800.00	\$ -	\$ -	\$ -	\$ -	\$63,000.00
4.3 Intermodal Planning	\$44,800.00	\$11,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,200.00	\$800.00	\$ -	\$ -	\$ -	\$ -	\$60,000.00
4.4 Air Quality Issues	\$28,000.00	\$7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,600.00	\$900.00	\$ -	\$ -	\$ -	\$ -	\$41,500.00
4.5 Complete Streets	\$ -	\$ -	\$76,000.00	\$20.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$76,020.00
Subtotal Transportation System Planning	\$165,600.00	\$41,400.00	\$76,000.00	\$220.00	\$ -	\$ -	\$ -	\$ -	\$14,800.00	\$3,720.00	\$ -	\$ -	\$ -	\$ -	\$246,000.00
5.1 Georgia Avenue Traffic Calming and Pedestrian Access	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$56,000.00	\$14,000.00	\$70,000.00
5.2 North Augusta Unidirectional Transportation Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$100,000.00
5.3 Gateway Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$12,000.00	\$ -	\$ -	\$80,000.00	\$20,000.00	\$100,000.00
5.5 River Watch Corridor Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$100,000.00
5.6 SC 118 Intersection Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$ -	\$ -	\$ -	\$ -	\$100,000.00
5.7 US 78 (Charlottesville Highway) Intersection Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$180,000.00	\$40,000.00	\$ -	\$ -	\$ -	\$ -	\$220,000.00
5.8 Averett Lake Road Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$160,000.00	\$ -	\$ -	\$ -	\$ -	\$160,000.00
Subtotal Special Transportation Studies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$400,000.00	\$118,000.00	\$ -	\$ -	\$ -	\$ -	\$518,000.00
6.1 Performance Based Planning	\$24,800.00	\$6,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$9,000.00	\$2,250.00	\$ -	\$ -	\$ -	\$ -	\$41,000.00
Subtotal Performance Based Planning	\$24,800.00	\$6,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$9,000.00	\$2,250.00	\$ -	\$ -	\$ -	\$ -	\$41,000.00
7.1 Transportation Investment Program	\$16,946.53	\$4,091.13	\$1,600.00	\$430.23	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$24,938.16
Subtotal Transportation Investment Program	\$16,946.53	\$4,091.13	\$1,600.00	\$430.23	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$24,938.16
8.1 Program Support and Administration	\$ -	\$ -	\$ -	\$ -	\$50,296.00	\$6,274.50	\$6,274.50	\$ -	\$ -	\$ -	\$26,040.00	\$6,510.00	\$ -	\$ -	\$96,299.00
8.2 Long Range Transportation Planning	\$ -	\$ -	\$ -	\$ -	\$42,200.00	\$8,400.00	\$8,400.00	\$ -	\$ -	\$ -	\$2,000.00	\$500.00	\$ -	\$ -	\$56,500.00
8.3 Short Range Transportation Planning	\$ -	\$ -	\$ -	\$ -	\$51,200.00	\$6,400.00	\$6,400.00	\$ -	\$ -	\$ -	\$15,860.00	\$3,960.00	\$ -	\$ -	\$81,860.00
8.4 Transportation Improvement Program	\$ -	\$ -	\$ -	\$ -	\$24,400.00	\$3,300.00	\$3,300.00	\$ -	\$ -	\$ -	\$4,300.00	\$1,070.00	\$ -	\$ -	\$33,000.00
Subtotal Public Transit/Management	\$ -	\$ -	\$ -	\$ -	\$174,096.00	\$24,374.50	\$24,374.50	\$ -	\$ -	\$ -	\$48,000.00	\$12,000.00	\$ -	\$ -	\$208,470.50
SUBTOTAL FY 2025 UPWP PL & Local Match	\$478,766.53	\$119,691.43	\$11,600.00	\$3,000.00	\$194,996.00	\$24,374.50	\$24,374.50	\$0.00	\$49,000.00	\$145,000.00	\$48,000.00	\$12,000.00	\$296,000.00	\$64,000.00	\$1,082,993.16
4.3 GAAPPO PL 0015243-PLAN Regional Freight Plan Update	\$140,000.00	\$60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$200,000.00
4.3 Metropolitan Transportation Plan	\$180,000.00	\$70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$200,000.00	\$ -	\$ -	\$ -	\$ -	\$550,000.00
4.5 Complete Streets	\$12,276.05	\$3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$15,276.05
SUBTOTAL FY 2025 GAAPPO PL & Local Match	\$332,276.05	\$133,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$200,000.00	\$ -	\$ -	\$ -	\$ -	\$665,276.05
N/A Wrightsboro Road Corridor Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$285,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$285,000.00
4.2 Congressional-Managed Process Update	\$200,000.00	\$50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$115,000.00	\$ -	\$ -	\$ -	\$ -	\$365,000.00
SUBTOTAL FY 2025 UNFINISHED PROJECTS	\$200,000.00	\$50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$285,000.00	\$ -	\$115,000.00	\$ -	\$ -	\$ -	\$ -	\$720,000.00
GRAND TOTAL: FY 2025 UPWP PL & Local Match	\$1,211,042.56	\$299,691.43	\$11,600.00	\$3,000.00	\$194,996.00	\$24,374.50	\$24,374.50	\$285,000.00	\$49,000.00	\$360,000.00	\$48,000.00	\$12,000.00	\$296,000.00	\$64,000.00	\$1,615,979.16
W/ FY 2025 GAAPPO PL & Local Match and Unfunded Projects															

**EXHIBIT F**

**SCHEDULE**

**FISCAL YEAR 2025**

**Schedule of Activities:**

2024						2025					
July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
X	X	X	X	X	X	X	X	X	X	X	X

<b>TARGET START AND END DATES</b>	7/01/24-6/30/25	<b>LEAD AGENCY</b>	MPO
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**APPENDIX A  
NOTICE OF CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964  
AS AMENDED BY THE CIVIL RIGHTS RESTORATION ACT OF 1987  
FOR FEDERAL-AID CONTRACTS**

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

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of contract work, will not discriminate on the ground of race, color, national origin or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200 (b).

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, to permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the DEPARTMENT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

### **CERTIFICATION FOR STATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

The **Augusta-Richmond County Government responsible for Augusta Regional Transportation Study (ARTS)**, as an Applicant for a Federal PL Fund grant or cooperative agreement, certifies to the best of its knowledge and belief, that its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the State is unable to certify to any of the statements in this certification with respect to its principals, the State shall attach an explanation to this proposal.

**THE AUGUSTA-RICHMOND COUNTY GOVERNMENT RESPONSIBLE FOR AUGUSTA REGIONAL TRANSPORTATION STUDY (ARTS) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEC. ARE APPLICABLE THERETO.**

Authorized Official

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

**APPENDIX C**

**CERTIFICATION OF CONSULTANT**

**DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of **Augusta-Richmond County Government responsible for Augusta Regional Transportation Study (ARTS)**, whose address is **535 Telfair Street, Suite 300, Augusta, Georgia 30901** and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Work Place Act", have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor, if any, hired by the DESIGNATED AGENCY shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The DESIGNATED AGENCY shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with the **Augusta-Richmond County Government responsible for Augusta Regional Transportation Study (ARTS)**, certifies that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-25-3", and

- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director



**APPENDIX D--GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: Augusta-Richmond County Government responsible for Augusta

Regional Transportation Study (ARTS)

Contract No. and Name: Metropolitan Transportation Planning Services Contract

48400-415-IGDPL2500510

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

\_\_\_\_\_  
E-Verify / Company Identification Number

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_



**Meeting Name: Public Services**

Meeting Date: October 21, 2024

Item Name: GDOT Transit Trust Fund Grant Program (TTFP)

**Department:** Augusta Transit

**Presenter:** Sharon Dottery

**Caption:** A motion to approve a grant award between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for the GDOT Transit Trust Fund Program.

**Background:** The Georgia Department of Transportation Division of Intermodal (GDOT) Transit Trust Fund Program (TTFP) is designed to enhance Georgia's transit network by providing state funding for transit projects. The Transit Trust Fund Program (TTFP) is administered by GDOT and uses a population-based formula, based on 2020 Census data, to distribute state funding to Georgia's counties with existing transit service to further support public transportation across the state. TTFP funding is distributed to the agencies that provide public transportation for these counties. The grant is for a two (2) year period and funds are subject to annual appropriation and not guaranteed every year.

The GDOT Transit Trust Fund Program (TTFP) is funded by the Transit Trust Fund (TTF). During the 2020 legislative session, the Georgia General Assembly passed HB 105 (as codified at O.C.G.A. § 48-13-140) establishing fees on for-hire ground transport service, intended to fund transit projects within the State. During the 2021 legislative session, the Georgia General Assembly passed HB 511 (as codified at O.C.G.A. § 48-13-141) establishing the Georgia TTF as a separate fund in the State Treasury, with annual appropriations of for-hire ground transportation fees. The GDOT Commissioner is the trustee of the Georgia Transit Trust Fund.

Subsequently, in the FY2024 Budget, funds were appropriated to the GDOT TTF, to be dedicated for use by one or more transit providers to fund transit projects. The funds allocated by GDOT to the TTFP represent the balance remaining after GDOT (i) retains matching funds for FTA programs it administers (specifically FTA formula grant programs governed by 49 U.S.C. §§ 5303, 5304, 5307, 5311, and 5339), and for select Intermodal TTF projects, and (ii) coordinates with the Atlanta-region Transit Link Authority (The ATL) regarding directed appropriations.

**Analysis:** Augusta Transit has been awarded \$296,648 through the GDOT Transit Trust Fund Program for the purchase of capital items. These funds will allow Transit to purchase surveillance/security equipment, storage units, shop equipment, ADP Hardware/Software.

**Financial Impact:** This grant is 100% funding. Federal \$296,648 State \$0.00 Local \$0.00  
Grand Total **\$296,648.00**

**Alternatives:** Deny request.

**Recommendation:** Approve submission of the grant application.

**Funds are available in the following accounts:** Will budget in Fund 547.

**REVIEWED** N/A  
**AND**  
**APPROVED BY:**

**GEORGIA DEPARTMENT OF TRANSPORTATION ("GDOT")  
TRANSIT TRUST FUND PROGRAM  
FISCAL YEAR 2025 APPLICATION**

**TRANSIT AGENCY AFFIDAVIT AND CERTIFICATION**

I, Garnett L. Johnson (Name), the Mayor (Title),

on behalf of Augusta Transit (Transit Agency), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. The Transit Agency swears and certifies that it has read and understands the Transit Trust Fund Program ("TTFP") General Guidelines and that it has complied with and will comply with the same.

The Transit Agency further swears and certifies that it has read and understands the provisions set forth in 2 CFR 200; Federal Transit Administration (FTA) Circular 5010.1E, Award Management; 9030.1E, Urbanized Area Formula Program; 9040.1G, Formula Grants for Rural Areas; 4220.1F, Third Party Contracting Guidance; the FTA Master Agreement; applicable portions of Federal Acquisition Regulations (FAR), including subpart 31.6; and Official Code of Georgia (O.C.G.A) §§ 32-9-1 through 32-9-3, 32-9-5, 32-9-9 through 32-9-11, 40-2-151.1, and 48-13-140 through 48-13-144.

Eligibility for TTFP funding mirrors FTA requirements. As required by federal financial management principles and outlined in the GDOT Transit Program Financial Management Oversight Manual, maintaining effective control and accountability for all TTFP and federal funds, property, and other assets is required. Each recipient of FTA funds is required to sign and comply with the annual FTA Certifications and Assurances. All TTFP recipients are issued a contract or Memorandum of Agreement (MOA) that includes specific reporting and compliance requirements.

Further, the Transit Agency shall be responsible for any claim, damage, loss, or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work, and other services furnished by or on behalf of the Transit Agency according to this Application ("Loss"). To the extent provided by law, the Transit Agency further agrees to hold harmless and indemnify GDOT and the State of Georgia from all suits or claims that may arise from said Loss.

If the Transit Agency fails to comply with the TTFP General Guidelines or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s), or fails to maintain and retain sufficient records, then GDOT may, at its discretion, prohibit the Transit Agency from participating in the TTFP in the future and may pursue any available legal remedy to obtain reimbursement of the TTFP funds. Furthermore, if in the estimation of GDOT, a transit project shows evidence of failure to participate in the specified tasks, equipment and materials described in the project summary included with its Application, then GDOT may pursue any available legal remedy to obtain reimbursement of the allocated TTFP funds or prohibit Transit Agency from participating in the TTFP until corrections are made to address the deficiencies or reimbursement is made. All projects identified on the project list included with Transit Agency's Application, shall be completed in accordance with all relevant Federal, State and local laws.

Transit Agency: Augusta Transit

46923

E-Verify Number

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me,

\_\_\_\_\_  
(Print)

Mayor / Commission Chairperson

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
In the presence of:

\_\_\_\_\_  
(Date)

NOTARY PUBLIC

**TRANSIT AGENCY SEAL:**

\_\_\_\_\_  
My Commission Expires:

**NOTARY PUBLIC SEAL:**

**GEORGIA DEPARTMENT OF TRANSPORTATION  
TRANSIT TRUST FUND PROGRAM  
FISCAL YEAR 2025 APPLICATION**

**PROPOSED TRANSIT PROJECT DESCRIPTION**

<b>Legal Name of Applicant Organization</b>		Augusta, Georgia
<b>Physical Address</b>		535 Telfair Street, Augusta, GA 30901
<b>Mailing Address</b>		Same
<b>Organization Type</b>		<input checked="" type="checkbox"/> County Government <input checked="" type="checkbox"/> City Government <input type="checkbox"/> Regional Commission <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Other (Specify) _____
<b>Authorized Submitter</b>  (This should also be the person to whom questions about this application are to be directed)	<b>Name</b>	Sharon Dottery
	<b>Title</b>	Transit Director
	<b>Phone #</b>	706-821-1818
	<b>Email</b>	sdottery@augustaga.gov
<b>E-Verify #</b>		46923
<b>Authorized Official who will Execute the Contract</b>	<b>Name</b>	Garnett L. Johnson
	<b>Title</b>	Mayor
	<b>Phone #</b>	706-821-1831
	<b>Email</b>	garnettjohnson@augustaga.gov
<b>Designated Staff Person who will Affix the Government's Seal</b>	<b>Name</b>	Lena Bonner
	<b>Title</b>	Clerk of Commission
	<b>Phone #</b>	706-821-1820
	<b>Email</b>	lbonner@augustaga.gov
<b>Designated Notary who will Notarize the Executing and Attesting Officials' Signatures</b>	<b>Name</b>	Natasha McFarley
	<b>Title</b>	Assistant Deputy Clerk
	<b>Phone #</b>	706-821-1820
	<b>Email</b>	nmcfarley@augustaga.gov

Type of proposed TTFP project:	<input type="checkbox"/> Operating <input checked="" type="checkbox"/> Capital
<b>Project Description:</b> <ul style="list-style-type: none"> <li>Describe the proposed TTFP eligible transit project(s).</li> <li>Indicate how the project complies with FTA requirements.</li> <li>Limit project description to two (2) pages.</li> </ul>	Eligible Projects: This application will utilize funds to purchase IVR Call Back System to assist our clients with courtesy calls, Shop Equipment, (Staff safety when working on vehicles above ground on the yard between Maintenance Shop and parking area for buses. All purchases will be under FTA Cir. 42250.1F guidance and local procurement rules.
<b>Provide details certifying that TTFP funds will be additive and not supplant existing funds:</b>	The Transit Trust Fund Program (TTFP) funds will be additional funding used to purchase/replace a much needed utility vehicles and shop equipment for cleaning of buses. See attached award summary.

### **PROPOSED PROJECT BUDGET**

Provide a detailed project budget in the applicable columns/rows in the table below. TTFP funds must be additive and not supplant existing funds. Please double-click in the table to enter data in highlighted cells.

Proposed Project Budget		Proposed Project Funds by Source			TOTAL
Item	Description	TTFP Funds	Local Funds	FTA Funds	Total Cost
1					\$ -
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
Total Proposed Budget		\$ -	\$ -	\$ -	\$ -

## GDOT TRANSIT TRUST FUND PROGRAM (TTFP) APPLICATION

### FY2025

#### **AWARD SUMMARY**

This FY2025 application is to request 5307 apportionment funds of \$296,648.00 from the GDOT Transit Trust Fund Program for capital purchases. This application will utilize these funds to purchase, Shop Equipment, Support Vehicles, Golf Carts, Office chairs, IVR Callback system, outdoor benches and tables. This assistance is 100% funding requiring no match.

Augusta Transit or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

Augusta Transit or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.

In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

#### **PURPOSE**

The purpose of this grant is to support Transit's efforts in maintaining support equipment and safety, and supplies that are needed, shop equipment for the maintenance shop and for facility maintenance.

#### **ACTIVITIES TO BE PERFORMED**

Funds will be used to purchase/acquire new equipment and replace existing equipment.

#### **EXPECTED OUTCOME**

These improvements will improve Transit's ridership experience by making them feel safe, and comfortable with their transportation.

#### **INTENDED BENEFICIARIES**

Transit ridership and future transit ridership along increasing staff efficiency in performing their daily duties.

#### **SUBRECEIPIENT ACTIVITIES**

N/A

#### **PROJECT DESCRIPTION**

This project contains nine (9) ALLs to aid and assist Augusta Transit in its operations to be used for capital purchases.

## **PROJECTS**

### **SCOPE 114-00 BUS SUPPORT EQUIPMENT/FACILITIES**

1. **BUS SUPPORT EQUIPMENT – 114-00 / 11.42.06 - \$70,000.00**  
This line activity will be used to purchase portable lifts for the Maintenance Shop with a useful life of 10 years.
2. **BUS SUPPORT EQUIPMENT – 114-00 / 11.42.06 - \$4,398.00**  
This line activity will be used to purchase floor scrubber with a useful life of at least 3 years to clean the maintenance shop floors and buses.
3. **BUS SUPPORT EQUIPMENT – 114-00 / 11.42.06 - \$5,000.00**  
This line activity will be used to purchase a battery backpack vacuum cleaner with a useful life of at least 3 years to be used to clean of the buses.
4. **BUS SUPPORT EQUIPMENT – 114-00 / 11.42.11 - \$100,000.00**  
This line activity will be used to purchase two (2) new support vehicles for staff. One will be used for the facility maintenance division and the other for administration both with a useful life of 4 years to assist with staff training and facility projects.
5. **BUS SUPPORT EQUIPMENT – 114-00 / 11.42.11 - \$24,000.00**  
This line activity will be used to purchase two (2) Golf Carts for staff use to assist in carrying bus maintenance equipment on the yard. One will be used for the facility maintenance division both with a useful life of 4 years.
6. **BUS SUPPORT EQUIPMENT – 114-00 / 11.42.20 - \$5,000.00**  
This line activity will be used to purchase six (6) office chairs with a useful life of 4 years to replace worn and broken chairs for administration.
7. **BUS SUPPORT EQUIPMENT – 114-00 / 11.42.20 - \$18,250.00**  
This line activity will be used to purchase an IVR call back module to for paratransit scheduling and dispatching system for the Rural division. This item will have a useful life of 5 years.
8. **BUS SUPPORT EQUIPMENT – 114-00 / 11.42.20 - \$10,000.00**  
This line activity will be used to purchase ten (10) outdoor benches and tables for administrative/maintenance staff with a useful life of 5 years.
9. **BUS ASSOCIATED TRANSIT ENHANCEMENTS EQUIPMENT – 119-00 / 11.93.09 - \$60,000.00**  
This line activity will be used to construct ADA compliant concrete padding for seating and table areas use to assist in carrying bus maintenance equipment on the yard. One will be used for the facility maintenance division both with a useful life of 4 years.

## **ADDITIONAL INFORMATION**



Augusta Transit strives to enhance its image in the community and provide safe, efficient, and reliable transportation service. By working to improve the correlation between service levels and current demand, service should increase.

# AUGUSTA, GEORGIA

## New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

**Proposal    Project No.    Project Title**

PR000544    TRANSIT    FY2025 GDOT TRANSIT TRUST FUND PROGRAM

FY2025 Transit Trust Fund Program Grant (TTFP) between the Georgia Department of Transportation (GDOT) and Augusta, Georgia.

Matching Funding required: No, 100% Funding, EEO Required: No / EEO Dept. Notified: No

**Start Date:** 01/01/2025

**End Date:** 12/30/2027

**Submit Date:** 10/21/2024

**Department:** 091

Transit

**Cash Match?**

N

**Total Budgeted Amount:** 296,648.00

**Total Funding Agency:**

296,648.00

**Total Cash Match:**

0.00

**Sponsor:** GM0006    GDOT

**Sponsor Type:**

**Purpose:** 20

Public Transit

**Flow Thru ID:**

Type	ID	Name	Contacts	Phone
I	GMI015	Dottery, Sharon		(706)821-1818

### Approvals

Type

By

Date

**Dept. Signature:**

*Sharon Dottery*

**Grant Coordinator Signature:**

*M. J. @ 10/22/2024*

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

*Initials*

Finance Director

Date

*10/22/2024*

2.) I have reviewed the Grant application and enclosed materials and:

☐ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

*10/20/2024*

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



## Public Services Committee Meeting

October 29, 2024

Alcohol License

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	<b>A.N. 24-49 - New Location:</b> Requesting <b>Retail Package Beer and Wine, Jacqueline Stephenson</b> Applicant – Family Dollar #33763 located at 2020 Gordon Highway. District 2, Super District 9
<b>Background:</b>	New Location – Existing Family Dollar
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$665.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.  Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

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

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year 2023 Alcohol Account Number \_\_\_\_\_

1. Name of Business Family Dollar Stores of Georgia, LLC d/b/a Family Dollar #33763  
2. Business Address 2020 Gordon Highway  
3. City Augusta State Georgia Zip 30909  
4. Business Phone ( 757 ) 321-5493 Home Phone ( ) \_\_\_\_\_  
5. Applicant Name and Address: Jacqueline Viretta Stephenson  
2908 Lee St  
Augusta, Georgia 30906

6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_  
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_

8. Business Location: Map & Parcel \_\_\_\_\_ Zoning See attached  
9. Location Manager(s) Jacqueline Stephenson

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

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 1/27/2016  
12. Mailing Address:  
Name of Business Family Dollar Stores of Georgia, LLC  
Attention Alcohol/Tobacco Team (9th Floor)  
Address 500 Volvo Parkway  
City/State/Zip Chesapeake, Virginia 23320  
13. Ownership Type: (X) Corporation ( ) Partnership ( ) Individual  
14. Corporate Name: Family Dollar Stores of Georgia, LLC  
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
See attached				

15. What type of business will you operate in this location?  
( ) Restaurant ( ) Lounge ( ) Convenience Store  
( ) Package Store (X) Other: Retail/Grocery

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		\$550	\$550		\$1,100
Consumption on Premises					
Wholesale					

Total License Fee: \$ 2,200  
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: 2022 Approved

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



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

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

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ( ) 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. \_\_\_\_\_

22. List the name and other required information for each person, firm or corporation having any interest in the business. Family Dollar Stores Holdings II, LLC

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

A.) Church \_\_\_\_\_ C.) School \_\_\_\_\_  
B.) Library \_\_\_\_\_ D.) Public Recreation \_\_\_\_\_

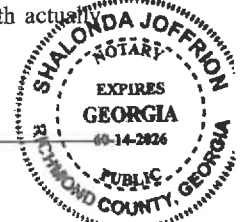
24. State of Georgia, Augusta-Richmond County, I, Jacqueline Stephenson  
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.

*Jacqueline Stephenson*  
Applicant Signature

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

This 2nd day of May, in the year 2023.

*Shalonda Joffrin*  
Notary Public



#### FOR OFFICE USE ONLY

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

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

Exp-06-14-2

## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** A.N. 24-49

**Application Type:** Retail Package Beer, and Wine – New Location

**Business Name:** Family Dollar

**Hearing Date:** October 29, 2024

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

**Applicant:** Jacqueline Stephenson

**Property Owner:** Thomas Duckworth, Jr.

**Address of Property:** 2020 Gordon Highway

**Tax Parcel #:** 069-0-008-08-0

**Commission Districts:** District 2, Super District 9

### ANALYSIS:

#### Location Restrictions:

- **Zoning:** Neighborhood Business, B-1
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

### ADDITIONAL CONSIDERATIONS:

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

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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$665.00

**RECOMMENDATION:**

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

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

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



## Public Services Committee Meeting

October 29, 2024

Alcohol License

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	<b>A.N. 24-50 - New Location:</b> Requesting <b>Retail Package Beer and Wine, Jacqueline Stephenson</b> applicant – Family Dollar #26058 located at 2310 Milledgeville Road. District 2, Super District 9
<b>Background:</b>	New Location – Existing Family Dollar
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$665.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.  Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



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

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year 2023 Alcohol Account Number \_\_\_\_\_

1. Name of Business Family Dollar Stores of Georgia, LLC d/b/a Family Dollar Store #26058
2. Business Address 2310 Milledgeville Rd
3. City Augusta State GA Zip 30906
4. Business Phone ( 757 ) 321-5493 Home Phone ( ) \_\_\_\_\_
5. Applicant Name and Address: Jacqueline Viretta Stephenson  
2908 Lee Street  
Augusta, GA 30906
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) Jacqueline Stephenson
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(X) Yes ( ) No

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 01/27/2016
12. Mailing Address:  
Name of Business Family Dollar Stores of Georgia, LLC  
Attention Alcohol/Tobacco Team (9th Floor)  
Address 500 Volvo Parkway  
City/State/Zip Chesapeake, VA 23320
13. Ownership Type: (X) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Family Dollar Stores of Georgia, LLC  
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
See attached*				

15. What type of business will you operate in this location?  
( ) Restaurant ( ) Lounge ( ) Convenience Store  
( ) Package Store (X) Other: Retail/Grocery

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		\$550	\$550		\$1,100
Consumption on Premises					
Wholesale					

Total License Fee: \$ 2,200

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

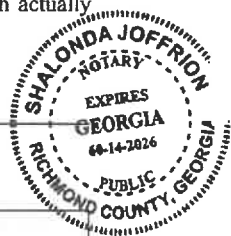
16. Have you ever applied for an Alcohol Beverage License before: Yes  
If so, give year of application and its disposition: \_\_\_\_\_  
2022 and licensed
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes ( ) No If so, please initial. \_\_\_\_\_



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (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. \_\_\_\_\_
22. List the name and other required information for each person, firm or corporation having any interest in the business.  
Family Dollar Stores Holding II, LLC
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.  
A.) Church \_\_\_\_\_ C.) School \_\_\_\_\_  
B.) Library \_\_\_\_\_ D.) Public Recreation \_\_\_\_\_
24. State of Georgia, Augusta-Richmond County, I, \_\_\_\_\_  
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.
25. I hereby certify that Acqueline V. Stephenson is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.  
This 17th day of February, in the year 2023.

Applicant Signature

Notary Public



## FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff	✓		
Fire Inspector			

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

Administrator

Date

## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** A.N. 24-50

**Application Type:** Retail Package Beer, and Wine – New Location

**Business Name:** Family Dollar

**Hearing Date:** October 29, 2024

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

**Applicant:** Jacqueline Stephenson

**Property Owner:** Gill Family Trust and PBSE Real Estate, LLC

**Address of Property:** 2310 Milledgeville Road

**Tax Parcel #:** 072-3-023-01-0

**Commission Districts:** District 2, Super District 9

### ANALYSIS:

#### Location Restrictions:

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

### ADDITIONAL CONSIDERATIONS:

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

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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$665.00

**RECOMMENDATION:**

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

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

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



## Public Services Committee Meeting

October 29, 2024

Alcohol License

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	<b>A.N. 24-51 - New Location:</b> Requesting <b>Retail Package Beer and Wine, Jacqueline Stephenson</b> Applicant for Family Dollar Stores of Georgia, LLC D/B/A/ Family Dollar #31533 located at 3211 Old McDuffie Road. District 5, Super District 9
<b>Background:</b>	New Location – Existing Family Dollar
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$665.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.  Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

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

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year 2023 Alcohol Account Number \_\_\_\_\_

1. Name of Business Family Dollar Stores of Georgia, LLC d/b/a Family Dollar # 31533
2. Business Address 3211 Old McDuffie Road
3. City Augusta State Georgia Zip 30906-9039
4. Business Phone ( 757 ) 321-5493 Home Phone ( ) \_\_\_\_\_
5. Applicant Name and Address: Jacqueline Viretta Stephenson  
2908 Lee St  
Augusta, Georgia 30906
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) Jacqueline Stephenson
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(X) Yes ( ) No

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 1/27/2016
12. Mailing Address:  
Name of Business Family Dollar Stores of Georgia, LLC  
Attention Alcohol/Tobacco Team (8th Floor)  
Address 500 Volvo Parkway  
City/State/Zip Chesapeake, Virginia 23320
13. Ownership Type: (X) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Family Dollar Stores of Georgia, LLC  
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
See attached				

15. What type of business will you operate in this location?  
( ) Restaurant ( ) Lounge ( ) Convenience Store  
( ) Package Store (X) Other: Retail/Grocery

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		\$550	\$550		\$1,100
Consumption on Premises					
Wholesale					

Total License Fee: \$ 2,200

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

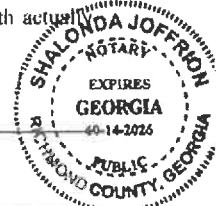
16. Have you ever applied for an Alcohol Beverage License before: Yes  
If so, give year of application and its disposition: 2022 Approved
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes ( ) No If so, please initial JVS



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (X) No  
If yes, give full details: \_\_\_\_\_
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ( ) 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. \_\_\_\_\_
22. List the name and other required information for each person, firm or corporation having any interest in the business. Family Dollar Stores Holdings II, LLC
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.  
A.) Church \_\_\_\_\_ C.) School \_\_\_\_\_  
B.) Library \_\_\_\_\_ D.) Public Recreation \_\_\_\_\_
24. State of Georgia, Augusta-Richmond County, I, Jacqueline Stephenson  
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.
25. I hereby certify that Jacqueline Stephenson is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.  
This 2nd day of May, in the year 2023.

Applicant Signature

Notary Public



## FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff	✓		
Fire Inspector			

The Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_  
(Approved, Disapproved) the foregoing application.

Administrator

Date

EXP-06-14-2023

## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** A.N. 24-51

**Application Type:** Retail Package Beer, and Wine – New Location

**Business Name:** Family Dollar

**Hearing Date:** October 29, 2024

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

**Applicant:** Jacqueline Stephenson

**Property Owner:** MBI Augusta Family Dollar, LLC

**Address of Property:** 3211 Old McDuffie Road

**Tax Parcel #:** 083-0-037-01-0

**Commission Districts:** District 5, Super District 9

### ANALYSIS:

#### Location Restrictions:

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

### ADDITIONAL CONSIDERATIONS:

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



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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$665.00

**RECOMMENDATION:**

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

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

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



## Public Services Committee Meeting

October 29, 2024

Alcohol License

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	<b>A.N. 24-52 - New Location:</b> Requesting <b>Retail Package Beer and Wine, Bobby Burkett</b> Applicant for Family Dollar #26176 located at 206 Sand Bar Ferry Road. District 1, Super District 9
<b>Background:</b>	New Location – Existing Family Dollar
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$665.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.  Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

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

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business Family Dollar Store # 26176
2. Business Address 206 SAND BAR FERRY RD
3. City Augusta State Ga Zip 30901
4. Business Phone (706) 691-0471 Home Phone ( ) \_\_\_\_\_
5. Applicant Name and Address: BOBBY BURKETT  
2403 Comanche Rd  
Augusta, GA 30904
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_
8. Business Location: Map & Parcel Please see attached Survey Zoning Survey Attached
9. Location Manager(s) Bobby Burkett
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(X) Yes ( ) No

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 11/21/1975
12. Mailing Address:  
Name of Business Family Dollar Stores of Georgia, LLC  
Attention \_\_\_\_\_  
Address 500 Volvo Parkway  
City/State/Zip Chesapeake, Virginia, 23320
13. Ownership Type: (x) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Family Dollar Store # 26176  
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
<u>Please See Attached Officer List</u>				

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

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

Total License Fee: \$ 1 330.00

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

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



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (X) No  
If yes, give full details: \_\_\_\_\_
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ( ) 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.  
Crossroads Plaza Associates
22. List the name and other required information for each person, firm or corporation having any interest in the business.  
N/A
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, Bobby Burkett  
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.  
Bobby Burkett  
Applicant Signature
25. I hereby certify that \_\_\_\_\_ is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.  
This 12th day of July, in the year 2023

Bobby Burkett  
Applicant Signature

10th Chess  
Notary Public  
NOTARY PUBLIC  
RICHMOND COUNTY, GEORGIA  
My Commission Expires  
July 30, 2023

## FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Bobby Burkett</u>
Sheriff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fire Inspector	<input type="checkbox"/>	<input type="checkbox"/>	

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. 24-52

**Application Type:** Retail Package Beer, and Wine – New Location

**Business Name:** Family Dollar

**Hearing Date:** October 29, 2024

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

**Applicant:** Bobby Burkett

**Property Owner:** Realty Income Properties 17, LLC

**Address of Property:** 206 Sand Bar Ferry Road

**Tax Parcel #:** 048-3-102-00-0

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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$665.00

**RECOMMENDATION:**

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

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

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



## Public Services Committee Meeting

October 29, 2024

Alcohol License

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	<b>A.N. 24-54 – Existing Location, New Ownership: Ashishkumar Patel, Applicant for Superstar Beverages, LLC requesting Retail Package of Liquor, Beer and Wine</b> located at 3241 Deans Bridge Road. District 5, Super District 9
<b>Background:</b>	Existing Location – Super Wine & Spirits
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$2,330.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.  Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

Augusta-Richmond County Planning & Development Department  
1361 Martin Luther King Road  
Augusta, GA 30906

**ALCOHOL BEVERAGE APPLICATION**

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business Superstar Beverages LLC.
2. Business Address 3241 Deans Bridge Rd
3. City Augusta State GA Zip 30906
4. Business Phone (706) 925-6641 Home Phone ( ) \_\_\_\_\_
5. Applicant Name and Address: Ashishkumar Patel  
3746 Harmony Church Rd  
Guineville, GA - 30507
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant:  
Sungchol Song.
8. Business Location: Map & Parcel 096-0-008-00-0 Zoning C3
9. Location Manager(s) Piyush Patel - 1
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(☒) Yes ( ) No

**OWNERSHIP INFORMATION**

11. Corporation (if applicable): Date Chartered: 5/20/2024
12. Mailing Address:  
Name of Business Superstar Beverages LLC.  
Attention Piyush Patel  
Address 3241 Deans Bridge Rd  
City/State/Zip Augusta, GA - 30906
13. Ownership Type: (☒) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Superstar Beverages LLC.  
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Ashishkumar Patel</u>	<u>owner</u>		<u>3746 Harmony Church Rd</u> <u>Guineville, GA - 30507</u>	<u>25%</u>
<u>Rutlal Patel</u>	<u>owner</u>		<u>220 Orchard Dr.</u> <u>Covington, GA - 30114</u>	<u>75%</u>

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

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

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

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





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

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

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

21. List owner or owners of building and property.

Superstar Beverages LLC.

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

Ashish Patel - Moschton package ltd. Moschton, GA

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 \_\_\_\_\_

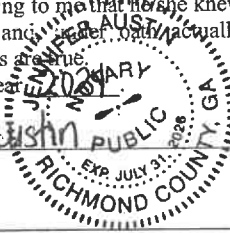
B) Library \_\_\_\_\_ D) Public Recreation \_\_\_\_\_

24. State of Georgia, Augusta-Richmond County, I, Ashishkumar Patel  
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.

Ashish Patel  
Applicant Signature

25. I hereby certify that Ashishkumar Patel is personally known to be, That he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and that he/she actually administered by me, has sworn that said statements and answers are true.  
This 22 day of August in the year 2021

[Signature]  
Notary Public



#### FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
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 foregoing application

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** A.N. 24-54

**Application Type:** Retail Package Liquor, Beer, and Wine - New Ownership , Existing Location

**Business Name:** Superstar Beverages, LLC D/B/A/ Super Wine & Spirits

**Hearing Date:** October 29, 2024

**Prepared By:** Brian Kepner, Deputy Director, Planning & Licensing

**Applicant:** Ashishkumar Patel

**Property Owner:** Sung Song

**Address of Property:** 3241 Deans Bridge Road

**Tax Parcel #:** 096-0-008-00-0

**Commission Districts:** District 5, Super District 9

### ANALYSIS:

#### Location Restrictions:

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

### ADDITIONAL CONSIDERATIONS:

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

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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$2,330.00

**RECOMMENDATION:**

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

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

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



## Public Services Committee Meeting

October 29, 2024

Alcohol License

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	<b>A.N. 24-58 - New Location:</b> Requesting <b>Retail Package Liquor, Beer and Wine, Pragnaben Brahmabhatt</b> applicant for <b>Star Liquor, LLC</b> located at 1623 Broad Street. District 1, Super District 9
<b>Background:</b>	New Location – Star Liquor
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$2,330.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.  Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business STAR LIQUOR LLC
2. Business Address 1623 BROAD ST SUITE A,
3. City AUGUSTA State GA Zip 30904
4. Business Phone (404) 969-5399 Home Phone (\_\_\_\_) \_\_\_\_\_
5. Applicant Name and Address: PRAGNABEN J BRAHMBHATT  
3956 CHEYENNE TRL  
MARTINEZ GA 30907
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) PRAGNABEN J BRAHMBHATT
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
☒ Yes ( ) No

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: \_\_\_\_\_
12. Mailing Address:  
Name of Business STAR LIQUOR LLC  
Attention PRAGNABEN J BRAHMBHATT  
Address 1623 BROAD ST SUITE A,  
City/State/Zip AUGUSTA GA 30904
13. Ownership Type: ☒ Corporation ( ) Partnership ( ) Individual
14. Corporate Name: STAR LIQUOR LLC  
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
PRAGNABEN J BRAHMBHATT	MEMBER		3956 CHEYENNE TRL	100%

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

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

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

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

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



Item 10.

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

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

21. List owner or owners of building and property.  
MAYO PLACE PROPERTIES LLC

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

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.

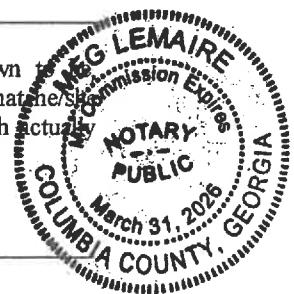
A.) Church 2300 feet C.) School 3050 feet  
B.) Library \_\_\_\_\_ D.) Public Recreation 2500 feet

24. State of Georgia, Augusta-Richmond County, I, PRAGNABEN J BRAHMBHATT  
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.

Pragnaben J. Brahmhatt  
Applicant Signature

25. I hereby certify that Pragnaben J. Brahmhatt is personally known to me, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.  
This 16<sup>th</sup> day of September, in the year 2024.

Meg Lemaire  
Notary Public



**FOR OFFICE USE ONLY**

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** A.N. 24-58

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

**Business Name:** Star Liquor, LLC D/B/A/ Star Liquor

**Hearing Date:** October 29, 2024

**Prepared By:** Brian Kepner, Deputy Director, Planning & Licensing

**Applicant:** Ashishkumar Patel

**Property Owner:** Mayo Place Properties, LLC

**Address of Property:** 1623 Broad Street

**Tax Parcel #:** 036-1-015-00-0

**Commission Districts:** District 1, Super District 9

### ANALYSIS:

#### Location Restrictions:

- **Zoning:** General Business, B-2
- **Distance Requirements:** The proposed location for retail package Liquor, 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 in which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$2,330.00

**RECOMMENDATION:**

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

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

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





## Public Services Committee

October 29, 2024

Alcohol License

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	<b>A.N. 24-59 – Existing Location, New Ownership: Retail Package of Liquor, Beer and Wine, Sureshbhai Patel</b> , applicant for <b>OK Wine &amp; Spirits</b> , located at 2811 Tobacco Road. District 4, Super District 9
<b>Background:</b>	Existing Location- OK Wine & Spirits
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay fee of \$2,330.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.  Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Public Services Committee Meeting

October 29, 2024

Alcohol License

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	<b>A.N. 24-59 – Existing Location, New Ownership: Retail Package of Liquor, Beer and Wine, Sureshbhai Patel, applicant for OK Wine &amp; Spirits, located at 2811 Tobacco Road. District 4, Super District 9</b>
<b>Background:</b>	Existing Location – OK Wine & Spirits
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$2,330.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.  Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



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

**ALCOHOL BEVERAGE APPLICATION**

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business OK wine & spirits
2. Business Address 2411 A Tobacco Rd, Hephzibah, GA
3. City Hephzibah State GA Zip 30515
4. Business Phone ( ) \_\_\_\_\_ Home Phone ( ) \_\_\_\_\_
5. Applicant Name and Address: Sureshbhai C. Patel  
600 Grand Oaks Wy APT # 115  
Maximuz, GA 30907  
Email address \_\_\_\_\_
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_

8. Business Location: Map & Parcel 129-0-005-07-0 Zoning \_\_\_\_\_
9. Location Manager(s) Sureshbhai Patel.
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
☒ Yes ( ) No

**OWNERSHIP INFORMATION**

11. Corporation (if applicable): Date Chartered: \_\_\_\_\_
12. Mailing Address:  
Name of Business \_\_\_\_\_  
Attention \_\_\_\_\_  
Address 600 Grand Oaks Wy APT 115  
City/State/Zip maximuz, GA, 30907
13. Ownership Type: ( ) Corporation ( ) Partnership ☒ Individual
14. Corporate Name: \_\_\_\_\_  
List name and other required information for each person having interest in this business.

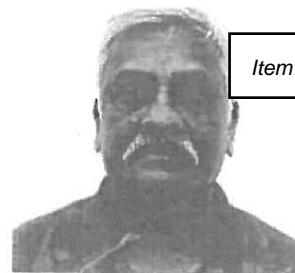
Name	Position	SSNO#	Address	Interest
<u>Sureshbhai</u>			<u>600 Grand Oaks Wy</u> <u>maximuz, GA, 30907</u>	<u>100%</u>

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

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

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

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



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes ☒ No  
If yes, give full details: \_\_\_\_\_
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. ( ) Yes ☒ No  
If yes, give reason charged or held, date and place where charged and its disposition. \_\_\_\_\_
21. List owner or owners of building and property.  
Charles Ernes is owner of building and property.
22. List the name and other required information for each person, firm or corporation having any interest in the business. \_\_\_\_\_
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.  
A) Church \_\_\_\_\_ C) School \_\_\_\_\_  
B) Library \_\_\_\_\_ D) Public Recreation \_\_\_\_\_
24. State of Georgia, Augusta-Richmond County, I, \_\_\_\_\_  
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
25. I hereby certify that Sureshbhai C. 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 16 day of sept, in the year 2020

Applicant Signature

Notary Public

FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date

## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** A.N. 24-59

**Application Type:** Retail Package Liquor, Beer, and Wine – Existing Location / New Ownership

**Business Name:** OK Wine & Spirits

**Hearing Date:** October 29, 2024

**Prepared By:** Brian Kepner, Deputy Director, Planning & Licensing

**Applicant:** Sureshbhai Patel

**Property Owner:** Mobile To Go Transportation, LLC

**Address of Property:** 2811 Tobacco Road

**Tax Parcel #:** 129-0-005-07-0

**Commission Districts:** District 4, Super District 9

### ANALYSIS:

#### Location Restrictions:

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

### ADDITIONAL CONSIDERATIONS:

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

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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$2,330.00

**RECOMMENDATION:**

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

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

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



## Commission Meeting

November 5, 2024

### Minutes

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> the Commission regular meeting minutes held October 15, 2024.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## COMMISSION MEETING MINUTES

Commission Chamber

Tuesday, October 15, 2024

2:00 PM

### PRESENT

Mayor Garnett Johnson  
Commissioner Brandon Garrett  
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 Alvin Mason

### INVOCATION

Reverend Bruce Bias, Sr., Senior Pastor, Good Samaritan Baptist Church

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

### RECOGNITION(S)

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

Presentations were made to the 2024 September Years of Service recipients.

### DELEGATION(S)

**B. Ms. Naomi A. Goolsby** regarding, 902 James Brown; Veterans Cemetery; Mayor's daily budget; City Administrator and Sunday Liquor Sales. (**Deferred from September 30, 2024 Commission Meeting**)

Presentation made by Ms. Goolsby.

### CONSENT AGENDA

*(Items 1-12)*

### PUBLIC SERVICES

3. Motion to approve **A.N. 24-44 – Existing Location, New Ownership: Consumption on Premises Liquor, Beer and Wine with Sunday Sales and Dance, Rudolph Gosyne** applicant, located at 15 Eighth Street. **District 1, Super District 9. (Deferred from the September 30, 2024 Commission Meeting) (Approved by Public Services Committee October 8, 2024)**

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

4. Motion to approve **A.N. 24-45 - New Location: Requesting Retail Package Beer and Wine, Vishal Doshi Applicant for Fortune Lottery** located at 2901 Mike Padgett Highway. **District 6, Super District 10 (Deferred from September 30, 2024 Commission Meeting) (Approved by Public Services Committee October 8, 2024)**

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

5. Motion to approve **A.N. 24-46 - New Location: Requesting Retail Package Beer and Wine, Karthik Allati** applicant - D/B/A Lotto Market located at 2762 Tobacco Road. **District 4, Super District 9 (Approved by Public Services Committee October 8, 2024)**

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

6. Motion to approve **A.N. 24-47 – Existing Location, New Ownership: Requesting Retail Package for Beer and Wine, Vijeshkumar Patel** Applicant for **Keshav 3341, LLC D/B/A Super Express #5.** located at 3341 Deans Bridge Road. **District 5, Super District 9 (Deferred from September 30, 2024 Commission Meeting) (Approved by Public Services Committee October 8, 2024)**

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

7. Motion to approve **A.N. 24-41 – Existing Location, New Ownership: Retail Package for Beer and Wine, Sarita Gammage** Applicant for **Prabish Foodmart1, Inc. DBA Prabish Food Mart** located at 1675 Olive Road. **District 1, Super District 9 (Approved by Public Services Committee October 8, 2024)**

8. Motion to **approve** the plaque design for the Henry H. Brigham Community Center adding former Commissioner John Clarke name and deleting Mayor **Pro Tem** and adding **Commissioner** for Brandon Garrett, (**Approved by Public Services Committee October 8, 2024**)

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

9. Motion to **approve** instructing the Planning and Development Department to review and offer amendments to the Historic Preservation Ordinance, Bylaws and Guidelines as it pertains to appeals within thirty (30) days and to consult with other Historic Preservation Commission's in the state pertaining to their operations for comparison. (**Approved by Public Services Committee October 8, 2024**)

Motion to refer to the Public services Committee.

Motion made by Williams, Seconded by Lewis

No action was taken on this motion due to the passage of the substitute motion

Substitute motion to approve with the inclusion of the Historic Preservation Commission and Historic Augusta.

Motion made by Sean Frantom, Seconded by Brandon Garrett

Voting Yea: Johnson Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

10. Motion to refer to the Administrator for review and report back in three/four weeks recommendations on Plan Review Readers for the Augusta Planning Department. (**Approved by Public Services Committee October 8, 2024**)

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

## **FINANCE**

11. Motion to refer the Public Defender Salary Proposal to the upcoming budget hearing. (**Approved by Finance Committee October 8, 2024**)

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

12. Motion to **update** authorized staff as signatories for bank accounts. **(Approved by Finance Committee October 8, 2024)**

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

**APPOINTMENT(S)**

13. Motion to **approve** the appointment of **Mr. John Clarke** to Historic Preservation Commission representing District 8. **(Requested by Mayor Pro Tem Brandon Garrett)**

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

**PETITIONS AND COMMUNICATIONS**

14. Motion to **approve** the regular (virtual) meeting minutes of the Commission held on Monday, September 30, 2024.

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motion carries 10-0**

15. Motion to **accept** Department of Justice (DOJ) grant award for Richmond County Treatment Court Substance Abuse Driving Under the Influence Treatment Program in the amount of \$750,000.00 from the Bureau of Justice Assistance FY2024 Adult Treatment Court Program.

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

**ADDENDUM ITEMS:**

**Unanimous consent is given to add following items to the Consent Agenda:**

- 16.Approve** the allocation of **\$2,500,000** dollars from General Fund Balance to Fund 220 to provide for ancillary costs due to Hurricane Helene. **(Requested by Administrator Allen)**

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

- 17. Motion to approve** for the emergency protective measures Hurricane Helene debris removal response contract services (13 firms) & coordination support (one firm) to include any associated funding using General Fund balance not to exceed **\$3,100,000. (Requested by Administrator Allen)**

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

- 18. Motion to approve** the **payment** of essential employees as defined in the “Augusta Inclement Weather/Emergency Condition Administrative Rule” effective date January 19, 2011, for employees that worked during the emergency period of September 28, 2024, through October 7, 2024. **(Requested by Administrator Allen)**

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

- 19. Motion to approve** the Intergovernmental Agreement between Augusta, GA and City of Blythe, GA for Debris Removal. **(Requested by Administrator Allen)**

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motion carries 10-0**

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

**AUGUSTA COMMISSION  
REGULAR AGENDA  
(Items 20-23)**

Item 12.

**LEGAL MEETING**

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

Mr. Plunkett: we would request a motion to go into an executive session for the discussion of pending and potential litigation, real estate and personnel.

Motion made by Frantom and Seconded by McKnight: So move

Ms. McKnight: Second

Mr. Mayor: That's a proper motion and a second. Madam Clerk, we're voting.

Voting Yea: Johnson, Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

**Motions carries 10-0**

**(EXECUTIVE SESSION)**

Mr. Mayor: Madam Clerk, I call this meeting back to order.

20. Attorney Plunkett, we request a motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, J. Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Out: B. Williams, Brandon Garrett

**Motion carries 8-0**

21. Motion to **approve** the Employment Agreement for **Tameka Allen** as City Administrator an annual salary of \$230,000 with a car allowance of \$7,200 a year, deferred compensation, and such other benefits consistent with the position of administrator.

**Motion to approve.**

Motion made by McKnight and Seconded by Frantom

Voting Yea: Johnson, J. Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Out: B. Williams, B. Garrett

**Motion carries 8-0**

22. Motion to **approve** a severance and release agreement with **Donna Williams** with months salary continuation and credit for 10 years of service for retirement purposes and to authorize the mayor to execute such agreement on behalf of Augusta.

**Motion to approve.**

Motion made by Frantom and Seconded by McKnight

Voting Yea: Johnson, J. Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Out: B. Williams, B. Garrett

**Motion carries 8-0**

23. Motion to **approve** a severance and release agreement with **Geri Sams** with six months salary continuation and credit for 10 years of service for retirement purposes and to authorize the mayor to execute such agreement on behalf of Augusta.

**Motion to approve.**

Motion made by McKnight and Seconded by Frantom

Voting Yea: Johnson, J. Johnson, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Out: B. Williams, B. Garrett

**Motion carries 8-0**

**MEETING ADJOURNED**

**October 15, 2024**



## Commission Meeting

November 5, 2024

### Appointment

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> the appointment of Ms. Leadra Collins to the Augusta Library Board representing District 2
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

<b>Title</b>	Ms.		
<b>First Name *</b>	Leadra		
<b>Middle Name *</b>	M		
<b>Last Name *</b>	Collins		
<b>Suffix</b>			
<b>Date Of Birth *</b>	9/7/1976		
<b>Address *</b>	Street Address 1417 Wedgewood Dr Address Line 2  City AUGUSTA Postal / Zip Code 30909-2413		
	State / Province / Region GA		Country United States
<b>Home Phone *</b>	7062943742		
<b>Work Phone</b>	7068234399		
<b>Registered Voter *</b>	<input type="radio"/> District 1 <input type="radio"/> District 3 <input checked="" type="radio"/> District 5 <input type="radio"/> District 7 <input type="radio"/> None		
	<input type="radio"/> District 2 <input type="radio"/> District 4 <input type="radio"/> District 6 <input type="radio"/> District 8		
<b>Marital Status *</b>	Single		
<b>Education *</b>	College Degree		
<b>Race *</b>	Black		
<b>Gender *</b>	Female		
<b>Occupation *</b>	Public Information Officer		
<b>Interests</b>	Serving my community in any way possible; Youth; Literacy outreach		

### Commissions, Authorities, & Boards

**Volunteer For \*** Augusta Richmond County Library Board  
 Click add below to apply for more than one board.

\*

I currently have relatives working for the City of Augusta

☐ Yes ☒ No

\*

I currently serve on an Augusta Board, Commission, or Authority

☐ Yes ☒ No

I would like to receive an email confirmation of my submission.

☒ Yes ☐ No

Email

collins.leadra@gmail.com



## Public Services Committee Meeting

October 29, 2024

Alcohol License

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	<b>A.N. 24-55 – New Location: Consumption on Premises Beer and Wine with Sunday Sales, Mark Coburn Jr., Applicant</b> for the Downtown Corner Store, located at 1006 Broad Street. District 1, Super District 9
<b>Background:</b>	New Location – Downtown Corner Store
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$1,870.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.  Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

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

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number 2022-282

1. Name of Business Downtown Corner Store
2. Business Address 1006 Broad Street
3. City Augusta State GA Zip 30901
4. Business Phone ( 706 ) 305-3146 Home Phone ( ) \_\_\_\_\_
5. Applicant Name and Address: Mark Allen Coburn, Jr.  
2203 Pleasant Dr.  
Augusta, GA 30907  
Email address mc092088@aol.com
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_

8. Business Location: Map & Parcel 036-4-245-00-0 Zoning B2
9. Location Manager(s) Mark Coburn

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

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 01-24-2022
12. Mailing Address:  
Name of Business Downtown Corner Store  
Attention Mark Coburn  
Address 2203 Pleasant Dr.  
City/State/Zip Augusta, GA 30907
13. Ownership Type: (☒) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Downtown Corner Store  
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Ma Felme Coburn</u>	<u>Shareholder</u>		<u>Augusta, GA</u> <u>2203 Pleasant Dr.</u>	<u>24%</u>
<u>Tena Enriquez</u>	<u>Shareholder</u>		<u>Augusta, GA</u> <u>1218 Brookstone Way</u>	<u>25%</u>
<u>Mark A. Coburn</u>	<u>Owner</u>		<u>Augusta, GA</u> <u>2203 Pleasant Dr.</u>	<u>51%</u>

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

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

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

16. Have you ever applied for an Alcohol Beverage License before: \_\_\_\_\_  
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 MAC



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (✓) No  
If yes, give full details: \_\_\_\_\_
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. (✓) Yes ( ) No  
If yes, give reason charged or held, date and place where charged and its disposition.  
All charges are over 10 years ago. DUI charges (Richmond Co.) and marijuana possession.
21. List owner or owners of building and property.  
BHUX2, LLC 1450 Greene Street, Ste 600  
Augusta, GA 30901-5247
22. List the name and other required information for each person, firm or corporation having any interest in the business.  
Shareholders: Mafelma Coburn and Teena Enriquez
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, \_\_\_\_\_  
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
25. I hereby certify that MYZK COBURN 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 14<sup>th</sup> day of August, in the year 2027.

Mark Coburn  
Applicant Signature

[Signature]  
Notary Public

## FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** A.N. 24-55

**Application Type:** Consumption on Premises for Beer and Wine with Sunday Sales, New Location

**Business Name:** Downtown Corner Store

**Hearing Date:** October 29, 2024

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

**Applicant:** Mark Coburn, Jr.

**Property Owner:** BHUX2, LLC

**Address of Property:** 1006 Broad Street

**Tax Parcel #:** 036-4-245-00-0

**Commission Districts:** District 1, Super District 9

### ANALYSIS:

#### Location Restrictions:

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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$ 1,870.00

**RECOMMENDATION:**

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

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

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



## Public Services Committee Meeting

October 29, 2024

Alcohol License

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	<b>A.N. 24-56 – Existing Location, New Ownership:</b> Requesting <b>Retail Package for Beer and Wine, Snehal Kumar Patel</b> , Applicant for <b>2985 Gate 2, Inc.</b> located at 2985 Gordon Highway. District 3, Super District 10
<b>Background:</b>	2985 Gate 2, Inc. D/B/A/ Gate 2 Stop N Shop
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$665.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements.  Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



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

### ALCOHOL BEVERAGE APPLICATION

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business Gate Two Stop N Shop
2. Business Address 2985 Gordon Hwy
3. City Grovetown State GA Zip 30813
4. Business Phone (770) 846-3736 Home Phone ( ) \_\_\_\_\_
5. Applicant Name and Address: Snehal Kumar A. Patel  
4065 Maple Crest Ct.  
Winston, GA 30817
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) Snehal Kumar A. Patel

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

### OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 04/24/2024
12. Mailing Address:  
Name of Business 2985 Gate 2, Inc d/b/a Gate two stop N shop  
Attention Snehal Kumar A. Patel  
Address 4065 Maple Crest Ct  
City/State/Zip Winston, GA 30817
13. Ownership Type: (☒) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: 2985 Gate 2, Inc  
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Snehal Kumar A. Patel</u>	<u>officer</u>		<u>4065 Maple Crest Ct.</u> <u>Winston, GA 30817</u>	<u>100</u>

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

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

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

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

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



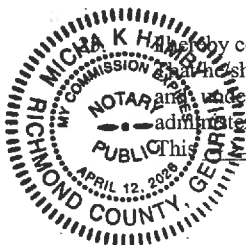
18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation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

Applicant Signature

I hereby certify that Snehal Kumar A. 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 \_\_\_\_\_ day of August, in the year 2024.

Notary Public



## FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date

## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** A.N. 24-56

**Application Type:** Retail Package Beer, and Wine – Existing Location, New Ownership

**Business Name:** 2985 Gate 2 , Inc. D/B/A/ Gate 2 Stop N Shop

**Hearing Date:** October 29, 2024

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

**Applicant:** Snehalkumar Patel

**Property Owner:** Skyline Holdings, LLC

**Address of Property:** 2985 Gordon Highway

**Tax Parcel #:** 078-0-004-01-0

**Commission Districts:** District 3, Super District 10

### ANALYSIS:

#### Location Restrictions:

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

### ADDITIONAL CONSIDERATIONS:

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

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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$665.00

**RECOMMENDATION:**

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

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

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



## Public Services Committee Meeting

October 29, 2024

Alcohol License

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	<b>A.N. 24-57 – Existing Location, New Ownership:</b> Requesting <b>Retail Package for Beer and Wine, Snehal Kumar Patel</b> , Applicant for <b>ST Food Store</b> located at 3706 Mike Padgett Highway. District 1, Super District 9
<b>Background:</b>	ST Food Store
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$665.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements.  Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

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

**ALCOHOL BEVERAGE APPLICATION**

Alcohol Number \_\_\_\_\_ Year \_\_\_\_\_ Alcohol Account Number \_\_\_\_\_

1. Name of Business ST Food Store
2. Business Address 3706 Mike Padgett Hwy Ste A
3. City Augusta State GA Zip 30906
4. Business Phone (770) 846-9005 Home Phone ( )
5. Applicant Name and Address: Snehalkumar A. Patel  
4065 Maple Crest Ct.  
Winston, GA 30187
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_

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

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

**OWNERSHIP INFORMATION**

11. Corporation (if applicable): Date Chartered: 04/24/2024
12. Mailing Address:  
 Name of Business ST Food Store  
 Attention Snehalkumar A. Patel  
 Address 3706 Mike Padgett Hwy, Ste A  
 City/State/Zip Augusta, GA 30906
13. Ownership Type: ☒ Corporation ☐ Partnership ☐ Individual
14. Corporate Name: 3706 ST Food Mart, Inc  
 List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Snehalkumar A. Patel	president		4065 Maple Crest Ct. Winston, GA 30187	10%

What type of business will you operate in this location?

- ( ) Restaurant - Full    ( ) Lounge    ☒ Convenience Store  
 ( ) Restaurant - Limited    ( ) Package Store    ( ) Hybrid  
 ( ) Other: \_\_\_\_\_

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

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

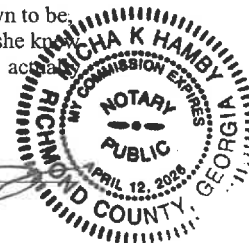
16. Have you ever applied for an Alcohol Beverage License before: No  
 If so, give year of application and its disposition: \_\_\_\_\_

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



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ☐ Yes ☒ No  
If yes, give full details: \_\_\_\_\_
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. ☐ Yes ☒ No  
If yes, give reason charged or held, date and place where charged and its disposition. \_\_\_\_\_
21. List owner or owners of building and property.  
K J Eum LLC
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, \_\_\_\_\_  
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.  
[Signature]  
Applicant Signature
25. I hereby certify that Snehal Kumar A. 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 administered by me, has sworn that said statements and answers are true.  
This 22 day of August, in the year 2024.

[Signature]  
Notary Public



### FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

## PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

**Case Number:** A.N. 24-57

**Application Type:** Retail Package Beer, and Wine – Existing Location, New Ownership

**Business Name:** ST Food Store

**Hearing Date:** October 29, 2024

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

**Applicant:** Snehalkumar Patel

**Property Owner:** K J UEN, LLC

**Address of Property:** 3706 Mike Padgett Highway

**Tax Parcel #:** 157-0-029-00-0

**Commission Districts:** District 1, Super District 9

### ANALYSIS:

#### Location Restrictions:

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

### ADDITIONAL CONSIDERATIONS:

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



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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$665.00

**RECOMMENDATION:**

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

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

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



## Commission Meeting

Meeting Date: November 5, 2024

AO 180 Day Plan

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<b>Department:</b>	Administrator's Office
<b>Presenter:</b>	Tameka Allen, Administrator
<b>Caption:</b>	Presentation of the Administrator's 180 Day Plan.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Presentation of the Administrator's 180 Day Plan.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Administrative Services Committee Meeting

Meeting Date: 09/24/2024

HCD\_ CapitalRise, LLC Funding Request

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<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to CapitalRise, LLC to begin development in the Pebble Creek Area and support the construction of two (2) single family units to be sold to low income homebuyer.
<b>Background:</b>	<p>Housing and Community Development is assisting CapitalRise, LLC by providing guidance and techniques of development via utilizing HOME funds. CapitalRise, LLC has partnered with local developers in the past as a contractor and continues to show interest in developing affordable housing in the South Augusta area. To continue this partnership, HCD is requesting to provide HOME funds to assist in constructing two single family units:</p> <p>CapitalRise, LLC is requesting:</p> <ul style="list-style-type: none"> <li>• 4104 Darsey Court, Hephzibah, GA 30815: Funding Request: \$ 75,000.00</li> <li>• 4105 Darsey Court, Hephzibah, GA 30815: Funding Request: \$ 75,000.00</li> </ul> <p>The funding request is to assist with the cost associated with the construction of two (2) single family affordable units. (50% of Total Development Costs)</p>
<b>Analysis:</b>	Approval of the contract will allow the partnership to construct (2) single family units in the South Augusta area to aid in the fight of blight.
<b>Financial Impact:</b>	HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the

amount of \$ 150,000.00 to assist in the construction of two single affordable housing units.

Item 18.

**Alternatives:**

Do not approve HCD's Request.

**Recommendation:**

Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to CapitalRise, LLC to begin development in the Pebble Creek Area and support the construction of two (2) single family units to be sold to low income homebuyer.

**Funds are available in the following accounts:**

Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds.  
HOME Funds: 22107 3212

**REVIEWED AND  
APPROVED BY:**

Procurement  
Finance  
Law  
Administrator  
Clerk of Commission

**CONTRACT**

Between

**AUGUSTA, GEORGIA**

And

**CAPITAL RISE BUILDERS**

In the amount of

**\$ 75,000.00****Seventy-Five Thousand Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

**HOME INVESTMENT PARTNERSHIPS PROGRAM*****“4104 Darsey Ct. – Single Family”***


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**THIS AGREEMENT** (“*Contract*”), is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2024 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Capital Rise Builders., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*CAPITAL RISE* ”) as party in the second part.

**WITNESSETH**

**WHEREAS**, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

**WHEREAS**, Capital Rise will be involved in HOME eligible activities; and

**WHEREAS**, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2024 Annual Action Plan; and

**WHEREAS**, Augusta wishes to enter into a contractual agreement with Capital Rise for the administration of HOME eligible affordable housing development activities; and

**WHEREAS**, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

**WHEREAS**, Capital Rise has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

**WHEREAS**, Capital Rise has requested, and Augusta has approved a total of \$ 75,000.00 in HOME funds to perform eligible activities as described in Article I below;

**NOW, THEREFORE**, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

## **ARTICLE I. SCOPE OF SERVICES**

### **A. Scope of Services**

#### **a. Project Description**

Capital Rise agrees to utilize approved HOME funds to support project related costs associated with property located at 4104 Darsey Ct, one (1) single family unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single-family unit.*
- ii. Will participate in bi-weekly construction meetings.*
- iii. Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations*
- iv. All projects are to possess the following components:*
  1. Evidence of additional financing resources "Leveraging"
  2. Evidence of Site Control
  3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying

education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.

4. If at the time of construction, there is no approved homebuyer, CAPITAL RISE must utilize the services of a licensed Realtor to market and sale the unit.

**B. Use of Funds**

HOME Program funds shall be used by Capital Rise for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

**a. Construction Costs**

An amount not to exceed \$ **75,000.00** in a HOME funds shall be expended by Capital Rise from Year 2023 HOME Program funds for construction costs related to the development of one (1) single family unit at 4105 Darsey Court in the Hephzibah Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees. Sales price will be determined by an as built appraisal as submitted by CAPITAL RISE. This unit will be constructed by Capital Rise and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

- i. 4105 Darsey Court, Hephzibah, Georgia 30815

Initial: \_\_\_\_\_

**C. Program Location and Specific Goals to be Achieved**

Capital Rise shall conduct project development activities and related services in its project area known as Pebble Creek Community that incorporates the following boundaries: Old Highway 1 on the North, Tobacco Road to the South & West, and Morgan Road on the East and its designated geographic boundaries approved by AHCD.

**D. Project Eligibility Determination**

It has been determined that the use of HOME Program funds by Capital Rise will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Capital Rise shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. CAPITAL RISE will comply with § 92.300(a)(1) & §92.300(a)(2)

**ARTICLE II. BUDGET AND METHOD OF PAYMENT**

Capital Rise will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds, and any other project funding as represented in Article II. C. 2 of this Agreement. Capital Rise will carry out this project with implementation oversight provided by HCD. Capital Rise agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Capital Rise, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

**A. Funds**

Augusta shall designate and make HOME Program funds available in the following manner: **\$75,000.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Capital Rise compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Capital Rise will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and Capital Rise performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Capital Rise and contractor will participate in bi-weekly construction meetings as set by HCD.



- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on an as needed basis but not more than once a week.

Initial: \_\_\_\_\_

#### **B. Project Financing**

HCD will fund fifty percent (50%) of the total construction costs in the amount of \$75,000.00 as a loan of this single project and seeks to provide Capital Rise with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than \$ **75,000.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow CAPITAL RISE to obtain 16% Developer's Fee to be distributed at closing. Dev. Fee (28,000.00 - \$75,000) = \$ 47,000.00 pay back to HCD

Initial: \_\_\_\_\_

#### **C. Timetable for Completion of Project Activities**

Capital Rise shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Capital Rise will provide a detailed outline of critical project milestones and projected expenditures during

the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Capital Rise shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of HCD. The penalty for non-completion is \$50 a day for every day over the stated deadline.*

Initial: \_\_\_\_\_

**D. Project Budget: Limitations**

1. Capital Rise shall be paid a total consideration of no more than **\$ 75,000.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Capital Rise. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Capital Rise

2. Capital Rise shall adhere to the following budget in the performance of this contract:

<b>Construction</b>	<b>\$ 75,000.00</b>
---------------------	---------------------

<b>TOTAL HOME PROJECT COST:</b>	<b>\$ 75,000.00</b>
---------------------------------	---------------------

Initial: \_\_\_\_\_

**ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]**

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program “Period of Affordability” requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished

through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

#### **ARTICLE IV. TERM OF CONTRACT**

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Capital Rise (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

#### **ARTICLE V: DOCUMENTATION AND PAYMENT**

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Capital Rise or any contractor/subcontractor hereunder. All payments to Capital Rise by Augusta will be made on a per performance request through the AIA Document.
- B. Capital Rise shall maintain a separate account and accounting process for HOME funding sources.
- C. Capital Rise shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Capital Rise compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by Capital Rise for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. Capital Rise shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Capital Rise.

*Initial:* \_\_\_\_\_

## **ARTICLE VI.        REPAYMENT/PROGRAM INCOME**

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Capital Rise control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
  - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
  - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Capital Rise.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Capital Rise.
- E. If Capital Rise is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

## **ARTICLE VII.        RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS**

Capital Rise shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted units
- e. Inspection of the homebuyer units to comply with HUD required Property Standards

- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Capital Rise shall maintain records that document all clients served with HOME funds. In addition, Capital Rise shall document each client's race, family size, annual household income, and whether or not the family is female headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by Capital Rise, shall provide the information and verification described above.

Capital Rise shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Capital Rise with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Capital Rise shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Capital Rise shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Capital Rise shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year

period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Capital Rise shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Capital Rise 's fiscal year. Capital Rise is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Capital Rise shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Capital Rise' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Capital Rise agrees to comply with the Open Records Act should a request be submitted to it. Further, Capital Rise agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Capital Rise will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Capital Rise will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.

- c. The press, public, and the Grantee shall not be denied admittance to Capital Rise' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
- d. Capital Rise shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

## **ARTICLE VIII ADMINISTRATIVE REQUIREMENTS**

### **A. Conflict of Interest**

Capital Rise agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Capital Rise. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Capital Rise in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Capital Rise. In such instances, Capital Rise shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Capital Rise.
- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

## ARTICLE IX. OTHER REQUIREMENTS

### A. Fair Housing

Capital Rise agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Capital Rise publications and/or advertisements. (24 CFR 570.601).

### Non-Discrimination and Accessibility

Capital Rise agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

### Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Capital Rise if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

### D. Labor Standards

1. General: Capital Rise agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Capital Rise will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the



rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Capital Rise agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Capital Rise agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Capital Rise agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Capital Rise agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Capital Rise will in all solicitations or advertisements for employees placed by or on behalf of Capital Rise ; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Capital Rise agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Capital Rise agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Capital Rise agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Capital Rise agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Capital Rise for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Capital Rise fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For

purposes of this Contract, timely expenditure of funds means Capital Rise shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Capital Rise shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Capital Rise agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Capital Rise shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Capital Rise agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Capital Rise will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Capital Rise will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Capital Rise **social** status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Capital Rise agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Capital Rise **agrees** to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Capital Rise and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Capital Rise will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Capital Rise *will* not discriminate against any person applying for shelter on the basis of religion. Capital Rise will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Capital Rise has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Capital Rise shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

## **ARTICLE X. SUSPENSION AND TERMINATION**

- A. In the event Capital Rise materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Capital Rise cures any breach of the contract. If Capital Rise fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.
- B. Notwithstanding the above, Capital Rise shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Capital Rise for the purposes of set off until such time as the exact amount of damages is determined.

- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Capital Rise breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Capital Rise shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

## **ARTICLE XI. NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator  
Municipal Building  
535 Telfair Street  
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department  
510 Fenwick Street  
Augusta, GA 30901

Capital Rise will receive all notices at the address indicated below:

Capital Rise Builders  
3062 Damascus Road  
Augusta, Georgia 30909

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

## **ARTICLE XII. INDEMNIFICATION**

Capital Rise will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons,

corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Capital Rise specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

### **ARTICLE XIII. INSURANCE AND BONDING**

Capital Rise shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Capital Rise shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Capital Rise handling or charged with the responsibility for handling funds and property pursuant to this contract. CAPITAL RISE shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Capital Rise shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Capital Rise hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

### **ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Capital Rise beyond the term of this Contract.

### **ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED**

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read

and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

## **ARTICLE XVI.      ANTI-LOBBYING**

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date first written above:

Approved by Augusta, GA Commission on December 5, 2023.

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: \_\_\_\_\_  
Augusta, GA Law Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Garnett L. Johnson  
As its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Takiyah A. Douse  
As its Interim Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As its Director, HCD

Date: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk

ATTEST:

**Capital Rise**  
(Grantee)

BY: \_\_\_\_\_  
Its: \_\_\_\_\_ Date

\_\_\_\_\_  
Plain Witness Date

BY: \_\_\_\_\_  
Its: \_\_\_\_\_ Date



## **APPENDIX A**

### **Statutes:**

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

### **Forms:**

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

## APPENDIX B

### REPORTING REQUIREMENTS

Capital Rise shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports  
Due the 15<sup>th</sup> of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30<sup>th</sup>*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Capital Rise shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Capital Rise shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

## APPENDIX C

### CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
  - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
  - E. Model Energy Code, 1997, Council of American Building Officials.
  - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
  - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
  - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
  - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
  - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
  - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
  8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

## EXHIBIT “A”

### PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$120,000.00** in Year 2023 HOME Investment Partnerships Funds to Capital Rise. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Capital Rise in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Capital Rise may use HOME funds under this contract for all the following purposes:
  - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
  - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
    1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
    2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
  - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
    1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
    2. To any acts of the Owner that hinder the progress of the work.
    3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or

negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

## 6. Construction Costs and Requirements

- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
- b. Capital Rise will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
- c. Capital Rise *must* make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Capital Rise *must* also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Capital Rise must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.
- e. Capital Rise *must* collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

## EXHIBIT "B"

**PROJECT SCHEDULE OF COMPLETION**

CAPITAL RISE MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

**CONTRACT**

Between

**AUGUSTA, GEORGIA**

And

**CAPITALRISE, LLC**

In the amount of

**\$ 75,000.00****Seventy-Five Thousand Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

**HOME INVESTMENT PARTNERSHIPS PROGRAM*****“4105 Darsey Ct. – Single Family”***


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**THIS AGREEMENT** (“*Contract*”), is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2024 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and CapitalRise, LLC., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*CapitalRise*”) as party in the second part.

**WITNESSETH**

**WHEREAS**, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

**WHEREAS**, CapitalRise will be involved in HOME eligible activities; and

**WHEREAS**, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2024 Annual Action Plan; and



**WHEREAS**, Augusta wishes to enter into a contractual agreement with CapitalRise for the administration of HOME eligible affordable housing development activities; and

**WHEREAS**, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

**WHEREAS**, CapitalRise has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

**WHEREAS**, CapitalRise has requested, and Augusta has approved a total of \$ 75,000.00 in HOME funds to perform eligible activities as described in Article I below;

**NOW, THEREFORE**, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

## **ARTICLE I. SCOPE OF SERVICES**

### **A. Scope of Services**

#### **a. Project Description**

CapitalRise agrees to utilize approved HOME funds to support project related costs associated with property located at 4105 Darsey Ct, one (1) single family unit to be constructed and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single-family unit.*
- ii. Will participate in bi-weekly construction meetings.*
- iii. Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations*
- iv. All projects are to possess the following components:*
  1. Evidence of additional financing resources "Leveraging"
  2. Evidence of Site Control
  3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying

education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.

4. If at the time of construction, there is no approved homebuyer, CAPITALRISE must utilize the services of a licensed Realtor to market and sale the unit.

**B. Use of Funds**

HOME Program funds shall be used by CapitalRise for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

**a. Construction Costs**

An amount not to exceed \$ **75,000.00** in a HOME funds shall be expended by CapitalRise from Year 2023 HOME Program funds for construction costs related to the development of one (1) single family unit at 4105 Darsey Court in the Hephzibah Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees. Sales price will be determined by an as built appraisal as submitted by CAPITALRISE. This unit will be constructed by CapitalRise and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

- i. 4105 Darsey Court, Hephzibah, Georgia 30815

Initial: \_\_\_\_\_

**C. Program Location and Specific Goals to be Achieved**

CapitalRise shall conduct project development activities and related services in its project area known as Pebble Creek Community that incorporates the following boundaries: Old Highway 1 on the North, Tobacco Road to the South & West, and Morgan Road on the East and its designated geographic boundaries approved by AHCD.

**D. Project Eligibility Determination**

It has been determined that the use of HOME Program funds by CapitalRise will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, CapitalRise shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. CAPITALRISE will comply with § 92.300(a)(1) & §92.300(a)(2)

**ARTICLE II. BUDGET AND METHOD OF PAYMENT**

CapitalRise will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds, and any other project funding as represented in Article II. C. 2 of this Agreement. CapitalRise will carry out this project with implementation oversight provided by HCD. CapitalRise agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, CapitalRise, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

**A. Funds**

Augusta shall designate and make HOME Program funds available in the following manner: **\$75,000.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to CapitalRise compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, CapitalRise will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and CapitalRise performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. CapitalRise and contractor will participate in bi-weekly construction meetings as set by HCD.

- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on an as needed basis but not more than once a week.

*Initial:* \_\_\_\_\_

**B. Project Financing**

HCD will fund fifty percent (50%) of the total construction costs in the amount of \$75,000.00 as a loan of this single project and seeks to provide CapitalRise with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 75,000.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow CAPITALRISE to obtain 16% Developer's Fee to be distributed at closing. Dev. Fee (28,000.00 - \$75,000) = \$ 47,000.00 pay back to HCD

*Initial:* \_\_\_\_\_

**C. Timetable for Completion of Project Activities**

CapitalRise shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, CapitalRise will provide a detailed outline of critical project milestones and projected expenditures during

the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *CapitalRise, LLC shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is \$50 a day for every day over the stated deadline.*

Initial: \_\_\_\_\_

**D. Project Budget: Limitations**

1. CapitalRise shall be paid a total consideration of no more than **\$ 75,000.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of CapitalRise. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and CapitalRise

2. CapitalRise shall adhere to the following budget in the performance of this contract:

**Construction** **\$ 75,000.00**

**TOTAL HOME PROJECT COST: \$ 75,000.00**

Initial: \_\_\_\_\_

**ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]**

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program “Period of Affordability” requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished

through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

#### **ARTICLE IV. TERM OF CONTRACT**

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and CapitalRise (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

#### **ARTICLE V: DOCUMENTATION AND PAYMENT**

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to CapitalRise or any contractor/subcontractor hereunder. All payments to CapitalRise by Augusta will be made on a per performance request through the AIA Document.
- B. CapitalRise shall maintain a separate account and accounting process for HOME funding sources.
- C. CapitalRise shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to CapitalRise compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by CapitalRise for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. CapitalRise shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by CapitalRise.

*Initial:* \_\_\_\_\_

## **ARTICLE VI. REPAYMENT/PROGRAM INCOME**

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under CapitalRise control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
  - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
  - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by CapitalRise.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by CapitalRise.
- E. If CapitalRise is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

## **ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS**

CapitalRise shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted units
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]

- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). CapitalRise shall maintain records that document all clients served with HOME funds. In addition, CapitalRise shall document each client's race, family size, annual household income, and whether or not the family is female headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by CapitalRise, shall provide the information and verification described above.

CapitalRise shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply CapitalRise with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

CapitalRise shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

CapitalRise shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, CapitalRise shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings



involving the records have been resolved.

- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, CapitalRise shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of CapitalRise 's fiscal year. CapitalRise is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. CapitalRise shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: CapitalRise' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). CapitalRise agrees to comply with the Open Records Act should a request be submitted to it. Further, CapitalRise agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. CapitalRise will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. CapitalRise will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to CapitalRise' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.

- d. CapitalRise shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

## **ARTICLE VIII ADMINISTRATIVE REQUIREMENTS**

### **A. Conflict of Interest**

CapitalRise agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of CapitalRise. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The CapitalRise in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The CapitalRise. In such instances, CapitalRise shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and CapitalRise.
- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

## **ARTICLE IX. OTHER REQUIREMENTS**

### **A. Fair Housing**

CapitalRise agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in CapitalRise publications and/or advertisements. (24 CFR 570.601).

#### Non-Discrimination and Accessibility

CapitalRise agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

#### Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify CapitalRise if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

#### D. Labor Standards

1. General: CapitalRise agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, CapitalRise will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)
2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has

testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

CapitalRise agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), CapitalRise agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

CapitalRise agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

CapitalRise agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. CapitalRise will in all solicitations or advertisements for employees placed by or on behalf of CapitalRise ; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

CapitalRise agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, CapitalRise agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

CapitalRise agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, CapitalRise agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by CapitalRise for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if CapitalRise fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means CapitalRise shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

CapitalRise shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. CapitalRise agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

CapitalRise shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

CapitalRise agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

CapitalRise will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. CapitalRise will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or CapitalRise **social** status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CapitalRise agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. CapitalRise **agrees** to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

CapitalRise and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

CapitalRise will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. CapitalRise *will* not discriminate against any person applying for shelter on the basis of religion. CapitalRise will provide no religious instruction or counseling, conduct no

religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if CapitalRise has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, CapitalRise shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

## ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event CapitalRise materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until CapitalRise cures any breach of the contract. If CapitalRise fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.
- B. Notwithstanding the above, CapitalRise shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to CapitalRise for the purposes of set off until such time as the exact amount of damages is determined.
- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if CapitalRise breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.



- D. Notwithstanding any termination or suspension of this Contract, CapitalRise shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

## **ARTICLE XI. NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator  
Municipal Building  
535 Telfair Street  
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department  
510 Fenwick Street  
Augusta, GA 30901

CapitalRise will receive all notices at the address indicated below:

CapitalRise, LLC  
3062 Damascus Road  
Augusta, Georgia 30909

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

## **ARTICLE XII. INDEMNIFICATION**

CapitalRise will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, CapitalRise specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.



Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

### **ARTICLE XIII. INSURANCE AND BONDING**

CapitalRise shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, CapitalRise shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of CapitalRise handling or charged with the responsibility for handling funds and property pursuant to this contract. CAPITALRISE shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, CapitalRise shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by CapitalRise hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

### **ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to CapitalRise beyond the term of this Contract.

### **ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED**

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

## **ARTICLE XVI.      ANTI-LOBBYING**

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date first written above:

Approved by Augusta, GA Commission on December 5, 2023.

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: \_\_\_\_\_  
Augusta, GA Law Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Garnett L. Johnson  
As its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Takiyah A. Douse  
As its Interim Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As its Director, HCD

Date: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk

ATTEST:

**CapitalRise, LLC**

(Grantee)

BY: \_\_\_\_\_  
Its: \_\_\_\_\_ Date

\_\_\_\_\_  
Plain Witness Date

BY: \_\_\_\_\_  
Its: \_\_\_\_\_ Date

## **APPENDIX A**

### **Statutes:**

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

### **Forms:**

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

## APPENDIX B

### REPORTING REQUIREMENTS

CapitalRise shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports  
Due the 15<sup>th</sup> of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30<sup>th</sup>*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *CapitalRise shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *CapitalRise shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

## APPENDIX C

### CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
  - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
  - E. Model Energy Code, 1997, Council of American Building Officials.
  - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
  - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
  - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
  - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
  - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
  - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
  8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

## EXHIBIT “A”

### PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$75,000.00** in Year 2023 HOME Investment Partnerships Funds to CapitalRise. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to CapitalRise in accordance with the attached drawdown schedule and budget.
3. With HCD approval, CapitalRise may use HOME funds under this contract for all the following purposes:
  - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
  - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
    1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
    2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
  - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
    1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
    2. To any acts of the Owner that hinder the progress of the work.
    3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or



negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

## 6. Construction Costs and Requirements

- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
- b. CapitalRise will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
- c. CapitalRise *must* make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, CapitalRise *must* also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. CapitalRise must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.
- e. CapitalRise *must* collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

## EXHIBIT “B”

**PROJECT SCHEDULE OF COMPLETION**

CAPITALRISE MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.



## Administrative Services Committee Meeting

Meeting Date: 09/24/2024

HCD\_ McKie Hayes Enterprise Funding Request

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<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to McKie Hayes Enterprise to continue development in the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
<b>Background:</b>	<p>Housing and Community Development is assisting McKie Hayes Enterprise by providing guidance and techniques of development via utilizing HOME funds. McKie Hayes Enterprise has completed one single family unit and continues to show interest in developing affordable housing in the Turpin Hills area. To continue this partnership, HCD is requesting to provide HOME funds to assist in constructing one single family unit:</p> <p>McKie Hayes Enterprise is requesting:</p> <ul style="list-style-type: none"> <li>1604 Lee Beard Way, Augusta, GA 30901: Funding Request: \$120,000.00</li> </ul> <p>The funding request is to assist with the cost associated with the construction of one (1) single family affordable unit. (50% of Total Development Costs)</p>
<b>Analysis:</b>	Approval of the contract will allow the partnership to construct (1) single family unit in the Turpin Hills area to aid in the fight of blight.
<b>Financial Impact:</b>	HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of \$ 120,000.00 to assist in the construction of one single family affordable housing unit.

<b>Alternatives:</b>	Do not approve HCD's Request.
<b>Recommendation:</b>	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to McKie Hayes Enterprise to continue development in the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
<b>Funds are available in the following accounts:</b>	Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds. HOME Funds: 22107 3212
<b><u>REVIEWED AND APPROVED BY:</u></b>	Procurement Finance Law Administrator Clerk of Commission

**CONTRACT**

Between

**AUGUSTA, GEORGIA**

And

**MCKIE HAYES ENTERPRISE, LLC**

In the amount of

**\$ 120,000.00****One Hundred Twenty Thousand Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

**HOME INVESTMENT PARTNERSHIPS PROGRAM*****“1604 Lee Beard Way – Single Family”***


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**THIS AGREEMENT** (“*Contract*”), is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2024 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and McKie Hayes Enterprise, LLC., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*MCKIE ENTERPRISE*”) as party in the second part.

**WITNESSETH**

**WHEREAS**, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

**WHEREAS**, McKie Enterprise will be involved in HOME eligible activities; and

**WHEREAS**, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2024 Annual Action Plan; and

**WHEREAS**, Augusta wishes to enter into a contractual agreement with McKie Enterprise for the administration of HOME eligible affordable housing development activities; and

**WHEREAS**, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

**WHEREAS**, McKie Enterprise has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

**WHEREAS**, McKie Enterprise has requested, and Augusta has approved a total of \$ 120,000.00 in HOME funds to perform eligible activities as described in Article I below;

**NOW, THEREFORE**, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

## **ARTICLE I. SCOPE OF SERVICES**

### **A. Scope of Services**

#### **a. Project Description**

McKie Enterprise agrees to utilize approved HOME funds to support project related costs associated with property located at 1604 Lee Beard Way, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will participate in bi-weekly construction meetings.*
- iii. Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. All projects are to posses the following components:*
  1. Evidence of additional financing resources “Leveraging”
  2. Evidence of Site Control
  3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying

education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.

4. If at the time of construction, there is no approved homebuyer, MCKIE ENTERPRISE must utilize the services of a licensed Realtor to market and sale the unit.

**B. Use of Funds**

HOME Program funds shall be used by McKie Enterprise for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

**a. Construction Costs**

An amount not to exceed \$ **120,000.00** in a HOME funds shall be expended by McKie Enterprise from Year 2023 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1604 Lee Beard Way in the Turpin Hill Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees. Sales price will be determined by an as built appraisal as submitted by MCKIE ENTERPRISE. This unit will be constructed by McKie Enterprise and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

- i. 1604 Lee Beard Way, Augusta, Georgia 30901

Initial: \_\_\_\_\_

**C. Program Location and Specific Goals to be Achieved**

McKie Enterprise shall conduct project development activities and related services in its project area known as Turpin Hille that incorporates the following boundaries:

Wrightsboro Road on the North, Gordon Highway to the West, 15<sup>th</sup> Street on the South and Walton Way on the East and its designated geographic boundaries approved by AHCD.

**D. Project Eligibility Determination**

It has been determined that the use of HOME Program funds by McKie Enterprise will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, McKie Enterprise shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. MCKIE ENTERPRISE will comply with § 92.300(a)(1) & §92.300(a)(2)

**ARTICLE II. BUDGET AND METHOD OF PAYMENT**

McKie Enterprise will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. McKie Enterprise will carry out this project with implementation oversight provided by HCD. McKie Enterprise agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, McKie Enterprise, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

**A. Funds**

Augusta shall designate and make HOME Program funds available in the following manner: **\$120,000.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to McKie Enterprise compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, McKie Enterprise will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and McKie Enterprise performance on a weekly basis with regards to the production and overall effectiveness of the project.



- c. McKie Enterprise and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

*Initial:* \_\_\_\_\_

#### **B. Project Financing**

HCD will fund fifty percent (50%) of the total construction costs in the amount of \$120,000.00 of this single project and seeks to provide McKie Enterprise with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than \$ **120,000.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow MCKIE ENTERPRISE to retain 25% of sales proceeds to further future HOME development. (Example: 1604 Lee Beard Way sales for \$195,000; MCKIE ENTERPRISE retains \$48,750.00 (25%) and pays HCD \$ 71,250.00)

*Initial:* \_\_\_\_\_

#### **C. Timetable for Completion of Project Activities**

McKie Enterprise shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, McKie Enterprise will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *McKie Enterprise shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of HCD. The penalty for non-completion is \$50 a day for every day over the stated deadline.*

Initial: \_\_\_\_\_

**D. Project Budget: Limitations**

1. McKie Enterprise shall be paid a total consideration of no more than **\$ 120,000.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of McKie Enterprise. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and McKie Enterprise

2. McKie Enterprise shall adhere to the following budget in the performance of this contract:

**Construction** **\$ 120,000.00**

**TOTAL HOME PROJECT COST: \$ 120,000.00**

Initial: \_\_\_\_\_

**ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]**

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

#### **ARTICLE IV. TERM OF CONTRACT**

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and McKie Enterprise (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

#### **ARTICLE V: DOCUMENTATION AND PAYMENT**

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to McKie Enterprise or any contractor/subcontractor hereunder. All payments to McKie Enterprise by Augusta will be made on a per performance request through the AIA Document.
- B. McKie Enterprise shall maintain a separate account and accounting process for HOME funding sources.
- C. McKie Enterprise shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to McKie Enterprise compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by McKie Enterprise for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.

- G. McKie Enterprise shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by McKie Enterprise.

*Initial:* \_\_\_\_\_

## **ARTICLE VI. REPAYMENT/PROGRAM INCOME**

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under McKie Enterprise control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
- a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
  - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by McKie Enterprise.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by McKie Enterprise.
- E. If McKie Enterprise is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

## **ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS**

McKie Enterprise shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]

- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted unites
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). McKie Enterprise shall maintain records that document all clients served with HOME funds. In addition, McKie Enterprise shall document each client's race, family size, annul household income, and whether or not the family is female headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by McKie Enterprise, shall provide the information and verification described above.

McKie Enterprise shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply McKie Enterprise with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

McKie Enterprise shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

McKie Enterprise shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, McKie Enterprise shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, McKie Enterprise shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of McKie Enterprise’s fiscal year. McKie Enterprise is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. McKie Enterprise shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: McKie Enterprise’ records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia’s Open Records Act (O.C.G.A. §50-18-70). McKie Enterprise agrees to comply with the Open Records Act should a request be submitted to it. Further, McKie Enterprise agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. McKie Enterprise will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;

- b. McKie Enterprise will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to McKie Enterprise' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
- d. McKie Enterprise shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

## **ARTICLE VIII ADMINISTRATIVE REQUIREMENTS**

### **A. Conflict of Interest**

McKie Enterprise agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of McKie Enterprise. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The McKie Enterprise in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The McKie Enterprise. In such instances, McKie Enterprise shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and McKie Enterprise.

- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

## **ARTICLE IX. OTHER REQUIREMENTS**

### **A. Fair Housing**

McKie Enterprise agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in McKie Enterprise publications and/or advertisements. (24 CFR 570.601).

### **Non-Discrimination and Accessibility**

McKie Enterprise agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

### **Enforcement Provisions**

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify McKie Enterprise if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

### **D. Labor Standards**

1. General: McKie Enterprise agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, McKie Enterprise will adhere to the Davis-Bacon Act (40 USC 276), as



amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

McKie Enterprise agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), McKie Enterprise agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

McKie Enterprise agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

McKie Enterprise agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. McKie Enterprise will in all solicitations or advertisements for employees placed by or on behalf

of McKie Enterprise; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

McKie Enterprise agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, McKie Enterprise agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

McKie Enterprise agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, McKie Enterprise agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by McKie Enterprise for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if McKie Enterprise fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means McKie Enterprise shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

McKie Enterprise shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. McKie Enterprise agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

McKie Enterprise shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

McKie Enterprise agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

McKie Enterprise will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. McKie Enterprise will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or McKie Enterprise social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. McKie Enterprise agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. McKie Enterprise agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

McKie Enterprise and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

McKie Enterprise will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. McKie Enterprise will not discriminate against any person applying for shelter on the basis of religion. McKie Enterprise will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if McKie Enterprise has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, McKie Enterprise shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

## **ARTICLE X. SUSPENSION AND TERMINATION**

- A. In the event McKie Enterprise materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until McKie Enterprise cures any breach of the contract. If McKie Enterprise fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.

- B. Notwithstanding the above, McKie Enterprise shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to McKie Enterprise for the purposes of set off until such time as the exact amount of damages is determined.
- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if McKie Enterprise breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, McKie Enterprise shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

## **ARTICLE XI. NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator  
Municipal Building  
535 Telfair Street  
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department  
510 Fenwick Street  
Augusta, GA 30901

McKie Hayes Enterprise will receive all notices at the address indicated below:

McKie Enterprise  
5950 Bowdens Pond Road  
Dearing, Georgia 30808

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

## **ARTICLE XII. INDEMNIFICATION**

McKie Enterprise will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, McKie Enterprise specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

## **ARTICLE XIII. INSURANCE AND BONDING**

McKie Enterprise shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, McKie Enterprise shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of McKie Enterprise handling or charged with the responsibility for handling funds and property pursuant to this contract. MCKIE ENTERPRISE shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, McKie Enterprise shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by McKie Enterprise hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

## **ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no

deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to McKie Enterprise beyond the term of this Contract.

## **ARTICLE XV.                      LEGAL PROVISIONS DEEMED INCLUDED**

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

## **ARTICLE XVI.                      ANTI-LOBBYING**

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date first written above:

Approved by Augusta, GA Commission on December 5, 2023.

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: \_\_\_\_\_  
Augusta, GA Law Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Garnett L. Johnson  
As its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Takiyah A. Douse  
As its Interim Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As its Director, HCD

Date: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk

ATTEST:

**McKie Hayes Enterprise**  
(Grantee)

BY: \_\_\_\_\_  
Its: \_\_\_\_\_ Date

\_\_\_\_\_  
Plain Witness Date

BY: \_\_\_\_\_  
Its: \_\_\_\_\_ Date



## **APPENDIX A**

### **Statutes:**

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

### **Forms:**

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

## APPENDIX B

### REPORTING REQUIREMENTS

McKie Enterprise shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports  
Due the 15<sup>th</sup> of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30<sup>th</sup>*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *McKie Enterprise shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *McKie Enterprise shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

## APPENDIX C

### CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
  - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
  - E. Model Energy Code, 1997, Council of American Building Officials.
  - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
  - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
  - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
  - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
  - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
  - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
  8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

## EXHIBIT “A”

### PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$120,000.00** in Year 2023 HOME Investment Partnerships Funds to McKie Enterprise. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to McKie Enterprise in accordance with the attached drawdown schedule and budget.
3. With HCD approval, McKie Enterprise may use HOME funds under this contract for all the following purposes:
  - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
  - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
    1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
    2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
  - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
    1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
    2. To any acts of the Owner that hinder the progress of the work.
    3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or

negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

## 6. Construction Costs and Requirements

- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
- b. McKie Enterprise will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
- c. McKie Enterprise must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, McKie Enterprise must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. McKie Enterprise must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.
- e. McKie Enterprise must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

## EXHIBIT "B"

**PROJECT SCHEDULE OF COMPLETION**

MCKIE ENTERPRISE MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.



## Administrative Services Committee Meeting

Meeting Date: 09/24/2024

HCD\_ Reality Dream House Funding Request

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<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Reality Dream House in becoming a developer for the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
<b>Background:</b>	<p>Housing and Community Development is assisting Reality Dream House by providing guidance and techniques of development via utilizing HOME funds. Reality Dream House is a new developer with interest in developing affordable housing in the Turpin Hills area. To kick-off this partnership, HCD is requesting to provide HOME funds to assist in constructing one single family unit:</p> <p>McKie Hayes Enterprise is requesting:</p> <ul style="list-style-type: none"> <li>1590 Lee Beard Way, Augusta, GA 30901: Funding Request: \$99,369.00</li> </ul> <p>The funding request is to assist with the cost associated with the construction of one (1) single family affordable unit. (50% of Total Development Costs)</p>
<b>Analysis:</b>	Approval of the contract will allow the partnership to construct (1) single family unit in the Turpin Hills area to aid in the fight of blight.
<b>Financial Impact:</b>	HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of \$ 99,369.00 to assist in the construction of one single family affordable housing unit.



<b>Alternatives:</b>	Do not approve HCD's Request.
<b>Recommendation:</b>	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Reality Dream House in becoming a developer for the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
<b>Funds are available in the following accounts:</b>	Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds. HOME Funds: 22107 3212
<b><u>REVIEWED AND APPROVED BY:</u></b>	Procurement Finance Law Administrator Clerk of Commission

**CONTRACT**

Between

**AUGUSTA, GEORGIA**

And

**REALITY DREAM HOUSE**

In the amount of

**\$ 99,369.00****Ninety-Nine Thousand Three Hundred Sixty-Nine Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

**HOME INVESTMENT PARTNERSHIPS PROGRAM*****“1590 Lee Beard Way– Single Family”***


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**THIS AGREEMENT** (“*Contract*”), is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2024 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Reality Dream House, a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*Reality Dream House*”) as party in the second part.

**WITNESSETH**

**WHEREAS**, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

**WHEREAS**, Reality Dream House will be involved in HOME eligible activities; and

**WHEREAS**, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2024 Annual Action Plan; and

**WHEREAS**, Augusta wishes to enter into a contractual agreement with Reality Dream House for the administration of HOME eligible affordable housing development activities; and

**WHEREAS**, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

**WHEREAS**, Reality Dream House has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

**WHEREAS**, Reality Dream House has agreed to match HOME funds 50% of total construction cost in form of reimbursement.

**WHEREAS**, Reality Dream House has requested, and Augusta has approved a total of \$ 99,369.00 in HOME funds to perform eligible activities as described in Article I below;

**NOW, THEREFORE**, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

## **ARTICLE I. SCOPE OF SERVICES**

### **A. Scope of Services**

#### **a. Project Description**

Reality Dream House agrees to utilize approved HOME funds to support project related costs associated with property located at 1590 Lee Beard Way, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will participate in bi-weekly construction meetings.*
- iii. Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations*
- iv. Perform all construction management and project oversight in accordance with all laws, ordinances and regulations of Augusta*
- v. All projects are to possess the following components:*

1. Evidence of Site Control
2. At the time of sales, evidence that a qualified homebuyer has been identified, received, and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
3. If at the time of construction, there is no approved homebuyer, REALITY DREAM HOUSE must utilize the services of a licensed Realtor to market and sale the unit.

**B. Use of Funds**

HOME Program funds shall be used by Reality Dream House for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

**a. Construction Costs**

An amount not to exceed \$ **99,369.00** in a HOME funds shall be expended by Reality Dream House from Year 2023 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1590 Lee Beard Way in the Bethlehem Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction related fees.

The address for this project is:

- i. 1590 Lee Beard Way, Augusta, Georgia 30906

Initial: \_\_\_\_\_

**b. Developer’s Fee**

Reality Dream Ouse shall collect an amount not to exceed twenty percent (20%) of the total sales price of the home. Anticipated sales price at \$255,000.00 with developer’s fee not to exceed **\$51,000.00**. This amount will serve as a “developer’s fee:

1. 16% used as developers fee
2. 4% to be used to further future development

**C. Program Location and Specific Goals to be Achieved**

Reality Dream House shall conduct project development activities and related services in its project area that incorporates the following boundaries: Wrightsboro Road on the North and

West; Walton Way on the South and 15<sup>th</sup> Street on the East and its designated geographic boundaries approved by AHCD.

**D. Project Eligibility Determination**

It has been determined that the use of HOME Program funds by Reality Dream House will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Reality Dream House shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

**ARTICLE II. BUDGET AND METHOD OF PAYMENT**

Reality Dream House will be compensated in accordance with Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Reality Dream House will carry out this project with implementation oversight provided by HCD. Reality Dream House agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Reality Dream House, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

**A. Funds**

Augusta shall designate and make HOME Program funds available in the following manner: **\$99,369.00** HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Reality Dream House compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) is located in Appendix B. For invoicing, Reality Dream House will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names

that relate to the contract budget found in Appendix A. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.

- b. HCD will monitor the progress of the project and Reality Dream House performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Reality Dream House and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a as needed basis but not more than once a week.

*Initial:* \_\_\_\_\_

## **B. Project Financing**

HCD will fund fifty percent (50%) of the total construction costs of this single project and seeks to provide Reality Dream House with the necessary Agreement.

Augusta Housing and Community Development will fund REALITY DREAM HOUSE fifty percent (50%) of construction of one single family unit located at 1590 Lee Beard Way. As REALITY DREAM HOUSE agrees to work in sole partnership with HCD in the development of unit.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 99,369.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow Reality Dream House to retain 50% of construction cost at the sale of the property to further future HOME developments (Example: 1590 Lee Beard Way sales for \$255,000.00; Reality Dream House shall retain \$ 51,000.00 and pay HCD \$ 48,369.00 from sales proceeds at closing).

*Initial:* \_\_\_\_\_

### C. Timetable for Completion of Project Activities

Reality Dream House shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Reality Dream House will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Reality Dream House shall complete this project no later than 120 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of HCD. The penalty for non-completion is \$150 a day for every day over the stated deadline.*

*Initial:* \_\_\_\_\_

#### D. Project Budget: Limitations

1. Reality Dream House shall be paid a total consideration of no more than **\$ 99,369.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Reality Dream House. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Reality Dream House.
2. Reality Dream House shall adhere to the following budget in the performance of this contract:

<b>Construction</b>	<b>\$ 99,369.00</b>
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**TOTAL HOME PROJECT COST: \$ 99,369.00**

*Initial:*

### **ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]**

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program “Period of Affordability” requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

### **ARTICLE IV. TERM OF CONTRACT**

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Reality Dream House (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

### **ARTICLE V: DOCUMENTATION AND PAYMENT**

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Reality Dream House or any contractor/subcontractor hereunder. All payments to Reality Dream House by Augusta will be made on a per performance request through the AIA Document.
- B. Reality Dream House shall maintain a separate account and accounting process for HOME funding sources.
- C. Reality Dream House shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Reality Dream House compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 “Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations” as well as the procurement policy of Augusta.
- F. Requests by Reality Dream House for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30)



calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.

- G. Reality Dream House shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Reality Dream House.

*Initial:* \_\_\_\_\_

## **ARTICLE VIII ADMINISTRATIVE REQUIREMENTS**

### **A. Conflict of Interest**

Reality Dream House agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Reality Dream House. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Reality Dream House in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Reality Dream House. In such instances, Reality Dream House shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Reality Dream House.
- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

## **ARTICLE IX. OTHER REQUIREMENTS**

A. Fair Housing

Reality Dream House agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Reality Dream House publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Reality Dream House agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Reality Dream House if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Reality Dream House agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Reality Dream House will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)
2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Reality Dream House agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Reality Dream House agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Reality Dream House agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Reality Dream House agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Reality Dream House will in all solicitations or advertisements for employees placed by or on behalf of Reality Dream House; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Reality Dream House agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Reality Dream House agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Reality Dream House agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Reality Dream House agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Reality Dream House for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Reality Dream House fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Reality Dream House shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Reality Dream House shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Reality Dream House agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Reality Dream House shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Reality Dream House agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing

regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Reality Dream House will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Reality Dream House will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Reality Dream House social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Reality Dream House agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Reality Dream House agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Reality Dream House and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Reality Dream House will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Reality Dream House will not discriminate against any person applying for shelter on the basis of religion. Reality Dream House will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Reality Dream House has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Reality Dream House shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program

definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

## **ARTICLE X. SUSPENSION AND TERMINATION**

- A. In the event Reality Dream House materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Reality Dream House cures any breach of the contract. If Reality Dream House fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The TEACH project.
- B. Notwithstanding the above, Reality Dream House shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Reality Dream House for the purposes of set off until such time as the exact amount of damages is determined.
- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Reality Dream House breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Reality Dream House shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

## **ARTICLE XI. NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator  
Municipal Building  
535 Telfair Street  
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department  
510 Fenwick Street  
Augusta, GA 30901

Reality Dream House will receive all notices at the address indicated below:

Reality Dream House  
P.O. Box 2810  
Augusta, Georgia 30909

## **ARTICLE XII. INDEMNIFICATION**

Reality Dream House will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Reality Dream House specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

## **ARTICLE XIII. INSURANCE AND BONDING**

Reality Dream House shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Reality Dream House shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Reality Dream House handling or charged with the responsibility for handling funds and property pursuant to this contract. REALITY DREAM HOUSE shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Reality Dream House shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Reality Dream House hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

## **ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Reality Dream House beyond the term of this Contract.

## **ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED**



Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

## **ARTICLE XVI. ANTI-LOBBYING**

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



## ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date first written above:

ATTEST:

**AUGUSTA, GEORGIA**

(Augusta)

Approved as to form: \_\_\_\_\_  
Augusta, GA Law Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Garnett L. Johnson  
As its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Takiyah A. Douse  
As its Interim Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As its Director, HCD

Date: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk

ATTEST:

**REALITY DREAM HOUSE**

BY: \_\_\_\_\_

Its: \_\_\_\_\_ Date

\_\_\_\_\_  
Plain Witness

\_\_\_\_\_  
Date

## **APPENDIX A**

### Statutes:

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

### **Forms:**

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

## APPENDIX B

### REPORTING REQUIREMENTS

Reality Dream House shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports  
Due the 15<sup>th</sup> of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30<sup>th</sup>*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Reality Dream House shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Reality Dream House shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

## APPENDIX C

### CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
  - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
  - E. Model Energy Code, 1997, Council of American Building Officials.
  - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
  - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
  - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
  - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
  - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.
4. Change Orders: Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD. All change orders will be replied to within 72 hours of receipt (except weekends and federal holidays).
5. Retainage for 10% of each draw will be withheld until all the work is complete.

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
  - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. Inspections. The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to the release of the funds for that project. Inspections will be completed within 72 hours of request (except weekends and federal holidays).
8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

## EXHIBIT “A”

### PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$99,369.00** in Year 2023 HOME Investment Partnerships funds to Reality Dream House. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Reality Dream House in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Reality Dream House may use HOME funds under this contract for all the following purposes:
  - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
  - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
    1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
    2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
  - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
    1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
    2. To any acts of the Owner that hinder the progress of the work.
    3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
    4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within

10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

**6. Construction Costs and Requirements**

- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
- b. Reality Dream House will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
- c. Reality Dream House must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Reality Dream House must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Reality Dream House must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- e. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

## EXHIBIT “B”

**PROJECT SCHEDULE OF COMPLETION**

REALITY DREAM HOUSE MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.





## Engineering Services Committee Meeting

Meeting Date: October 29, 2024

### Dedication of Water Distribution System for Premier Estates

---

<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne, Director
<b>Caption:</b>	Dedication of Water Distribution System for Premier Estates
<b>Background:</b>	During the construction of Premier Estates, off Brown Road, a water distribution system was constructed.
<b>Analysis:</b>	The water distribution system has passed all testing and is ready to be added to Augusta's system.
<b>Financial Impact:</b>	Future payments for water from homes constructed in this subdivision.
<b>Alternatives:</b>	Disapprove acceptance of the Deed of Dedication and Maintenance Agreement for the water distribution system in Premier Estates.
<b>Recommendation:</b>	Approve and accept the Deed of Dedication and Maintenance Agreement for the water distribution system in Premier Estates.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**STATE OF GEORGIA**

**COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION AND AGREEMENT**

Water Distribution System Only

Streets and Storm Drainage System Will Be Private

**PREMIER ESTATES**

*In this agreement, wherever herein DEVELOPER, OWNER, AUGUSTA, or any other party name is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives and assigns of the same.*

WHEREAS Advanta IRA Administration, LLC FBO Bernadette Hughes IRA #1520129 (90.5%) and Advanta IRA Administration, LLC FBO Glen Hughes IRA #15242729 (9.5%), a company established under the laws of the State of Georgia, (hereinafter known as "ADVANTA") owns a tract of land in Richmond County, Georgia, with the present street address of 1843 Brown Road (property identification number 213-3-004-00-0) and has caused a subdivision by the name of Premier Estates, a gated community, to be constructed on said tract, and in which it has laid out a water distribution system; and

WHEREAS it is the desire of ADVANTA, to deed the water distribution system, to AUGUSTA, GEORGIA, (hereinafter known as "AUGUSTA"), a political subdivision of the State of Georgia acting by and through the Augusta Commission, for maintenance and control; and

WHEREAS the road rights-of-way and storm drainage system shall remain private and they shall be solely the responsibility of ADVANTA; and

WHEREAS ADVANTA shall maintain the roads and streets as private streets, and covenants that its heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road or street, storm drainage system, retention/detention pond, or any portion thereof, or any landscaping, through which AUGUSTA may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system, and shall grant to AUGUSTA the necessary ingress and egress and easement(s) in connection with such construction and/or extension; and

WHEREAS a final plat of the above stated subdivision has been prepared by AyerCorp, dated May 24, 2024, approved August 6, 2024 by the Augusta-Richmond County Planning Commission, August 6, 2024 by the Augusta Commission, and filed in the Realty Records section of the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book 19 Page(s) 199-202, on August 22, 2024. Reference is hereby made to the aforesaid plat for a more complete and accurate description as to the land herein described; and

WHEREAS AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system;

NOW, THEREFORE this indenture made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, between ADVANTA and AUGUSTA,

#### W I T N E S S E T H:

That ADVANTA, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by AUGUSTA, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors and assigns, the following, to-wit:

Exclusive 20-foot easement(s), in perpetuity, centered over the water distribution system, only as shown on the aforementioned plat. Any portion of the water distribution system that is not as shown on the plat is not included, or covered, under this agreement and will be considered privately owned by the ADVANTA; and

ADVANTA further agrees that all easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

ADVANTA also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

ADVANTA agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

ADVANTA agrees that there is an existing obstruction crossing the easements described herein, this being the fence and gates. ADVANTA agrees that should AUGUSTA damage or destroy said fence and/or gates during the exercise of any purpose or right granted to it herein, or during an emergency, as determined by AUGUSTA, AUGUSTA shall be in no way liable or responsible for said damage or destruction and shall not be liable or responsible for their repair or replacement. Repair or replacement of said fence and/or gates shall be solely the responsibility of ADVANTA.

ADVANTA agrees to provide AUGUSTA, specifically the Augusta Utilities Department, with access and entry to and through the gates twenty-four hours a day, seven days a week, for the purposes of meter reading, maintenance and repair, and any other purpose or right so stated in this document.

ADVANTA agrees that this agreement shall be deemed a covenant running with the land and shall be binding upon ADVANTA and its successors, heirs, assigns, and legal and personal representatives.

ADVANTA agrees that this agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

ADVANTA agrees that to the fullest extent permitted by Laws and Regulations, ADVANTA shall indemnify and hold harmless AUGUSTA, and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of PROGRAM MANAGER, architects, attorneys and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of ADVANTA, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against AUGUSTA or any of their consultants, agents or employees by any employee of ADVANTA, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for ADVANTA or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of ADVANTA under this paragraph shall not extend to the liability of AUGUSTA's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

TO HAVE AND TO HOLD said water distribution system together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

AND ADVANTA, its heirs, legal representatives, successors and assigns, will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF ADVANTA has hereunto set its hand and affixed its seal the day and year first above written.

ADVANTA IRA Administration, LLC FBO Bernadette Hughes IRA #1520129 (90.5%) and Advanta IRA Administration, LLC FBO Glen Hughes IRA #15242729 (9.5%)

Jack Pike  
Witness Jack Pike

Garrison Davis

Notary Public  
State of Florida, County of Pinellas

My Commission Expires: 4/5/25  
ACCEPTED:

GARRISON DAVIS  
NOTARY PUBLIC  
STATE OF FLORIDA  
NO. HH 113408  
MY COMMISSION EXPIRES APR. 05, 2025

By: Brett Lawton

Printed Name: Brett Lawton

As Its: Authorized Signatory

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Garnett Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_  
Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)

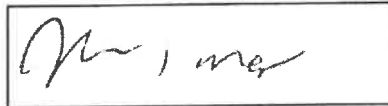
# LLC Resolution of Advanta IRA Administration, LLC F/K/A Entrust Georgia, LLC

RESOLUTION AUTHORIZING CERTAIN INDIVIDUALS TO EXECUTE DOCUMENTS AND BIND ADVANTA IRA ADMINISTRATION, LLC.

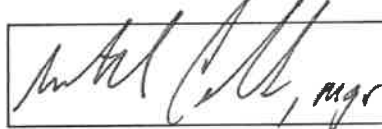
WHEREAS, ADVANTA IRA ADMINISTRATION, LLC f/k/a Entrust Georgia, LLC currently has two (2) Managers, Jack M. Callahan, and Michael Callahan.

WHEREAS, the Members and Managers of ADVANTA IRA ADMINISTRATION, LLC unanimously wish to authorize certain individuals to execute any and all documents on behalf of the LLC for the benefit of the LLC's IRA client accounts, including but not limited to documents related to the purchase, sale, and transfer of real estate, mortgages, LLC's, notes and other private placements.

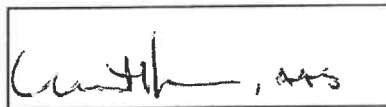
NOW, THEREFORE, BE IT RESOLVED, that any one of the following persons are authorized to execute documents and transfer, buy, and sell assets, including but not limited to real estate on behalf of and for the benefit of the clients of ADVANTA IRA ADMINISTRATION, LLC:



Jack Callahan, Manager



Michael Callahan, Manager



Robert A. Koerner  
Authorized Signatory



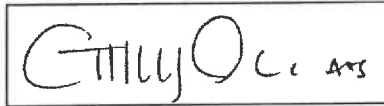
Scott R. Maurer  
Authorized Signatory



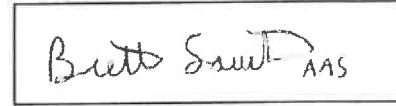
Paul Hutchings  
Authorized Signatory



James Jason Smith  
Authorized Signatory



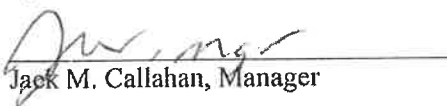
Courtney Maxa  
Authorized Signatory



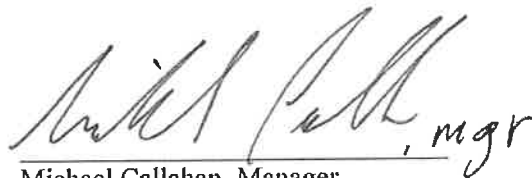
Brett Lawton  
Authorized Signatory

Adopted this 25 day of May, 2023

By:



Jack M. Callahan, Manager



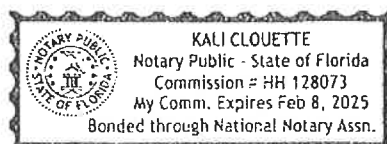
Michael Callahan, Manager

STATE OF FLORIDA / COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of May, 2023 by JACK M. CALLAHAN, Manager of ADVANTA IRA ADMINISTRATION, LLC and Michael Callahan, Manager of ADVANTA IRA ADMINISTRATION, LLC, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC







STATE CERTIFICATION

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidence by approval of certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental authority by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors as set forth in O.C.G.A. Section 15-6-67.

RECORD PLAT

OF  
PHASE ONE

PREMIER ESTATES

PROPERTY LOCATED IN THE 124TH GMD, CITY OF AUGUSTA  
RICHMOND COUNTY, GEORGIA

PREPARED FOR OWNER/DEVELOPER

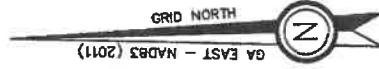
BERNADETTE HUGHES

13191 STARKEY ROAD, SUITE 2, LARGO FLORIDA 33773  
TELEPHONE NO. 706-830-0746 EMAIL: bhugheshepgi@yahoo.com

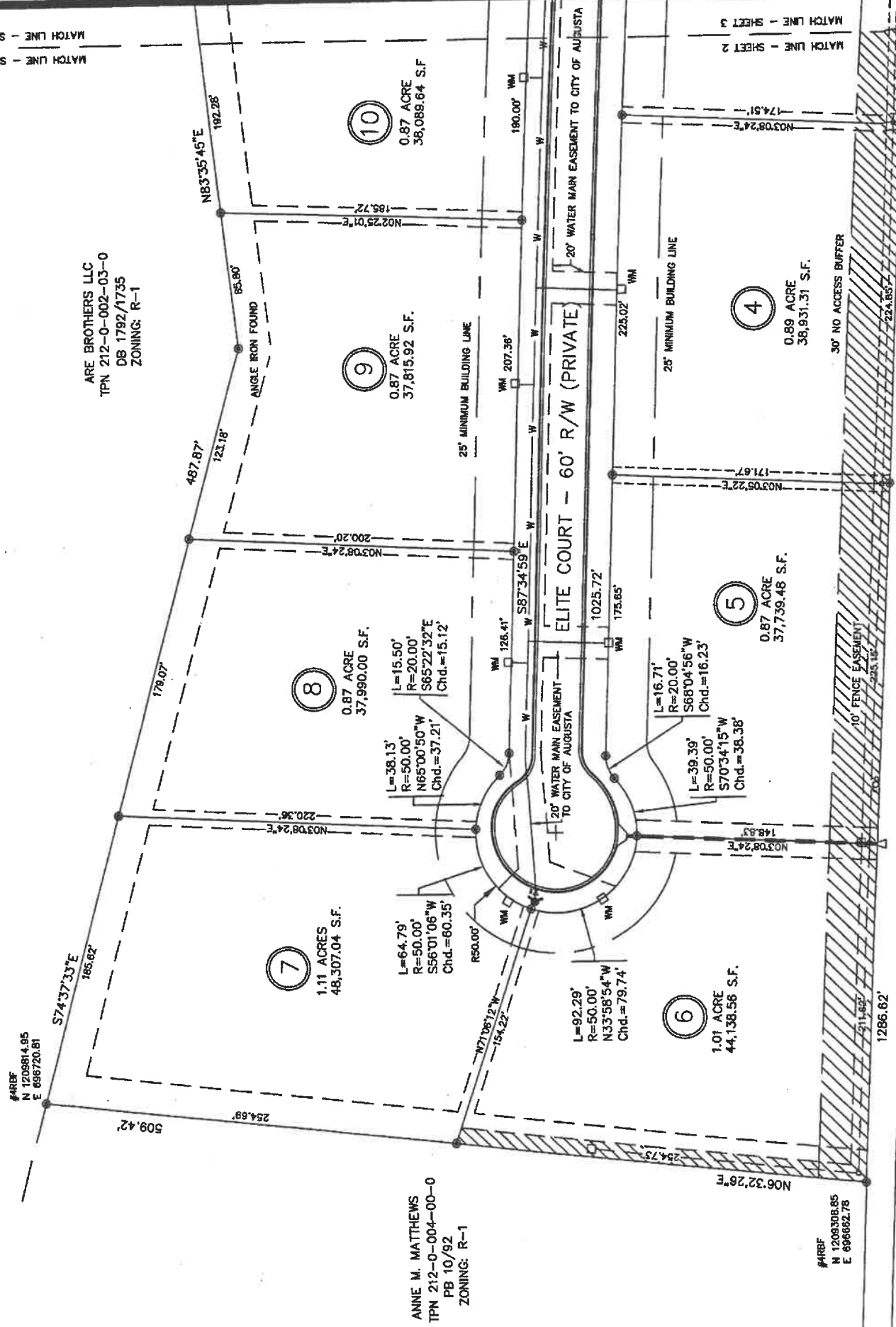
PREPARED BY

CAROLINA LAND SURVEYING, LLC

Georgia Registered Land Surveyor No. 1880  
305 BROAD STREET, AUGUSTA, GA 30901  
Telephone: 803-646-1264 / 706-722-8808  
email: mgraham@carolinalandsurveying.com  
jor@carolinalandsurveying.com



RESERVED FOR CLERK OF COURT



**AYERCORP**  
ENGINEERS - SURVEYORS - PLANNERS  
305 Broad Street Augusta, Georgia 30901  
Tel. (706) 722-8808 - Fax (706) 722-8808  
e-mail: birkley@ayercorp.com  
ENGINEER OF RECORD: BIRKLEY AYER, P.E.  
GA REG. NO. 6652

DATE	BY	REVISION
08/22/2024	JOR	1.00
08/22/2024	JOR	1.01
08/22/2024	JOR	1.02
08/22/2024	JOR	1.03
08/22/2024	JOR	1.04
08/22/2024	JOR	1.05
08/22/2024	JOR	1.06
08/22/2024	JOR	1.07
08/22/2024	JOR	1.08
08/22/2024	JOR	1.09
08/22/2024	JOR	1.10

SHEET 2 OF 4

D: PLAT B: 19 P: 201  
Recorded: 08/22/2024 08:28 AM  
Doc # 2024023161  
Hattie Holmes Sullivan  
Clerk of Superior Court, Augusta-Richmond County, GA  
eFile Participant IDs: 1653683255,

D: PLAT B: 19 P: 201 08/22/2024 08:28 AM  
Doc # 2024023161 Page 3 of 4

STATE CERTIFICATION

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidence by approval certificates, signatures, stamps or statements in person. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the Georgia Board of Registration for Professional Engineers and Land Surveyors as set forth in O.C.G.A. Section 15-6-67.

RECORD PLAT

OF  
PHASE ONE

PREMIER ESTATES  
PROPERTY LOCATED IN THE 124TH GMD, CITY OF AUGUSTA  
RICHMOND COUNTY, GEORGIA

PREPARED FOR OWNER/DEVELOPER

BERNADETTE HUGHES

13191 STARKEY ROAD, SUITE 2, LARGO FLORIDA 33773  
TELEPHONE NO. 708-830-0746 EMAIL: bthughespgt@yahoo.com

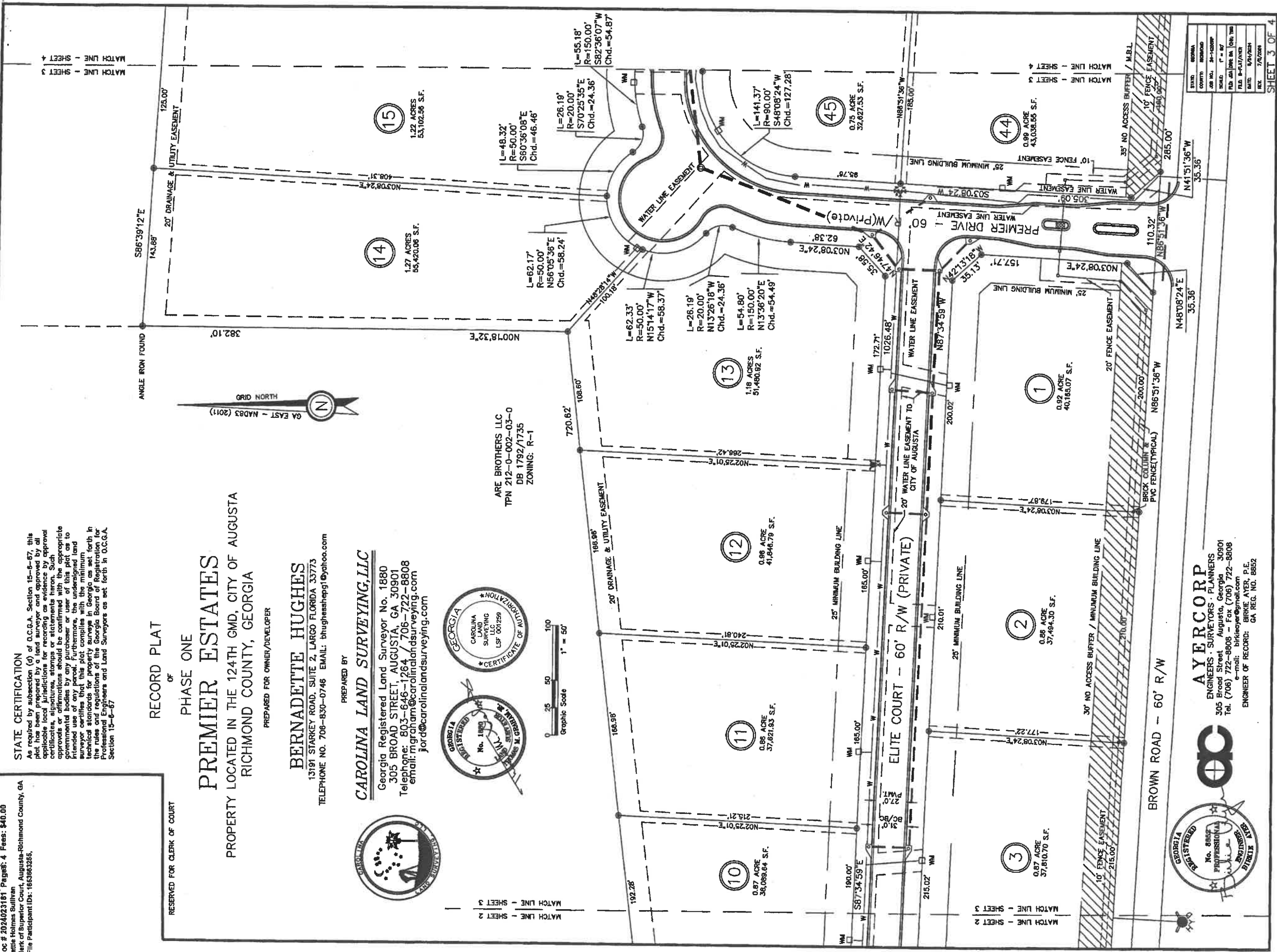
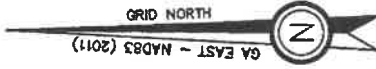
PREPARED BY

CAROLINA LAND SURVEYING, LLC

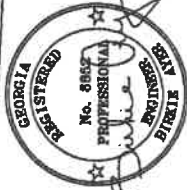
Georgia Registered Land Surveyor No. 1880  
305 BROAD STREET, AUGUSTA, GA 30901  
Telephone: 803-646-1264 / 706-722-8808  
email: mcgraham@carolinalandsurveying.com  
jrd@carolinalandsurveying.com



ARE BROTHERS LLC  
TPN 212-0-002-03-0  
DB 1792/1735  
ZONING: R-1



**AYERCORP**  
ENGINEERS - SURVEYORS - PLANNERS  
305 Broad Street  
Augusta, Georgia 30901  
Tel. (706) 722-8808 - Fax (706) 722-8808  
e-mail: birkie@ayercorp.com  
ENGINEER OF RECORD: BIRKIE AYER, P.E.  
GA REG. NO. 8852



SHEET 3 OF 4

STATE CERTIFICATION

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidence by approval of the appropriate governmental bodies by any purchaser or user of this plat as to the intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys as set forth in O.C.G.A. Section 15-6-67.

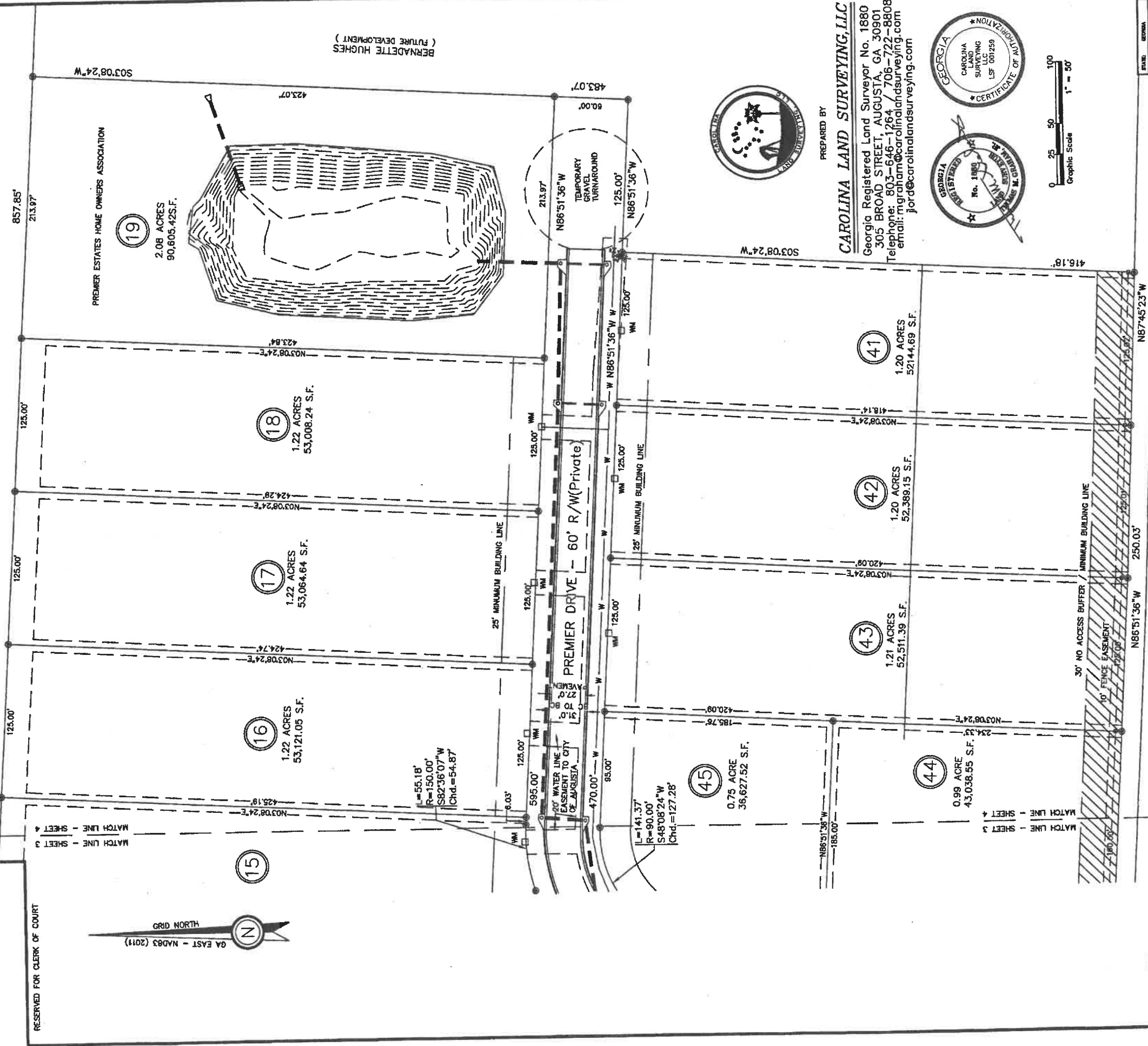
RECORD PLAT OF PHASE ONE  
PREMIER ESTATES

PROPERTY LOCATED IN THE 124TH GMD, CITY OF AUGUSTA  
RICHMOND COUNTY, GEORGIA

BERNADETTE HUGHES  
PREPARED FOR OWNER/DEVELOPER

13191 STARKEY ROAD, SUITE 2, LARGO FLORIDA 33773  
TELEPHONE NO. 706-830-0746 EMAIL: bhugheshepg1@yahoo.com

EVA MAE VAUGHN FULLER  
TPN 213-0-001-00-0  
DB 207/1086



PREPARED BY

CAROLINA LAND SURVEYING, LLC

Georgia Registered Land Surveyor No. 1880  
305 BROAD STREET, AUGUSTA, GA 30901  
Telephone: 803-646-1264 / 706-722-8808  
email: mgramham@carolinasurveying.com  
jord@carolinasurveying.com



AYER CORP  
ENGINEERS - SURVEYORS - PLANNERS  
305 Broad Street  
Augusta, Georgia 30901  
Tel. (706) 722-8808 - Fax (706) 722-8808  
e-mail: birkleyer@gmail.com  
ENGINEER OF RECORD: BIRKIE AYER, P.E.  
GA REG. NO. 8852

BROWN ROAD - 60' R/W

N87°45'23"W

250.03'

N86°51'36"W

125.00'

125.00'

125.00'

125.00'

125.00'

**Premier Estates**  
Hephzibah, GA 30815  
PIN: 213-3-004-00-0

All lots with mutiple road frontage in Augusta-Richmond County must use the address based on the location of the driveway. Augusta IT-GIS must be informed of any driveway change to ensure all systems that utilize the Master

Road & Address Database (MRAD) receive the correct information.

Any questions, please contact: IT-GIS at 706.821.2524 or gisaddressing@augustaga.gov.

Lot	Number	Road Name	Full Address	City, State, ZIP
1	2003	Elite Ct	2003 Elite Ct	Hephzibah, GA 30815
2	2007	Elite Ct	2007 Elite Ct	Hephzibah, GA 30815
3	2011	Elite Ct	2011 Elite Ct	Hephzibah, GA 30815
4	2015	Elite Ct	2015 Elite Ct	Hephzibah, GA 30815
5	2019	Elite Ct	2019 Elite Ct	Hephzibah, GA 30815
6	2023	Elite Ct	2023 Elite Ct	Hephzibah, GA 30815
7	2028	Elite Ct	2028 Elite Ct	Hephzibah, GA 30815
8	2024	Elite Ct	2024 Elite Ct	Hephzibah, GA 30815
9	2020	Elite Ct	2020 Elite Ct	Hephzibah, GA 30815
10	2016	Elite Ct	2016 Elite Ct	Hephzibah, GA 30815
11	2012	Elite Ct	2012 Elite Ct	Hephzibah, GA 30815
12	2008	Elite Ct	2008 Elite Ct	Hephzibah, GA 30815
13	2004	Elite Ct	2004 Elite Ct	Hephzibah, GA 30815
14	1003	Premier Dr	1003 Premier Dr	Hephzibah, GA 30815
15	1005	Premier Dr	1005 Premier Dr	Hephzibah, GA 30815
16	1009	Premier Dr	1009 Premier Dr	Hephzibah, GA 30815
17	1013	Premier Dr	1013 Premier Dr	Hephzibah, GA 30815
18	1017	Premier Dr	1017 Premier Dr	Hephzibah, GA 30815
19 (Dentention Pond)	1021	Premier Dr	1021 Premier Dr	Hephzibah, GA 30815
44	1004	Premier Dr	1004 Premier Dr	Hephzibah, GA 30815
45	1008	Premier Dr	1008 Premier Dr	Hephzibah, GA 30815
43	1012	Premier Dr	1012 Premier Dr	Hephzibah, GA 30815
42	1016	Premier Dr	1016 Premier Dr	Hephzibah, GA 30815
41	1020	Premier Dr	1020 Premier Dr	Hephzibah, GA 30815

**STATE OF GEORGIA  
COUNTY OF RICHMOND**

**MAINTENANCE AGREEMENT**

**Water Distribution System Only  
Streets and Storm Drainage to be Private  
PREMIER ESTATES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Advanta IRA Administration, LLC FBO Bernadette Hughes IRA #1520129 (90.5%) and Advanta IRA Administration, LLC FBO Glen Hughes IRA #15242729 (9.5%), hereinafter referred to as the "ADVANTA", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission, hereinafter referred to as "AUGUSTA":

**WITNESSETH**

WHEREAS, ADVANTA has requested that AUGUSTA accept the water distribution system, for the subdivision known as Premier Estates, which is a gated community, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS AUGUSTA has adopted a policy requiring ADVANTA to maintain water distribution system laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen months;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by ADVANTA and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) AUGUSTA accepts the water distribution system for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system has been duly inspected by the Augusta Utilities Department and said system did pass inspection.

(2) ADVANTA agrees to maintain all the installation laid or installed in said subdivision as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) ADVANTA agrees that, if during said eighteen-month period there is a failure of the installation laid or installed in said subdivision described in the Deed due to failure or poor workmanship, ADVANTA shall be responsible for adequate maintenance and repair.



(4) In the event of such failure of the water distribution system, AUGUSTA shall notify ADVANTA and set forth in writing the items in need of repair. ADVANTA shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.

(5) If, in the event of an emergency, as determined by AUGUSTA, ADVANTA is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at ADVANTA's expense and allow ADVANTA time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(6) In the event ADVANTA fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (3), paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and ADVANTA agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.

(7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(8) In this Agreement, wherever herein ADVANTA or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.

(9) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia and the venue shall be Richmond County, Georgia.

(10) This agreement shall run with the land.

IN WITNESS WHEREOF ADVANTA has hereunto set its hand and seal and AUGUSTA has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written. Signed, sealed and delivered in the presence of:

Advanta IRA Administration, LLC FBO  
Bernadette Hughes IRA #1520129  
(90.5%) and Advanta IRA Administration,  
LLC FBO Glen Hughes IRA #15242729  
(9.5%)

Jack Pike  
Witness

Garrison Davis

Notary Public  
State of Florida, County of Pinellas

My Commission Expires: 4/5/25

By: Brett Lawton AAS

Printed Name: Brett Lawton

As Its: Authorized Signatory

GARRISON DAVIS  
NOTARY PUBLIC  
STATE OF FLORIDA  
NO. HH 113408  
MY COMMISSION EXPIRES APR. 05, 2025

ACCEPTED BY:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public

State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_

Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)



## Engineering Services Committee Meeting

Meeting Date: 10/29/2024

Engineering Services for Utilities Department on Fort Eisenhower (24-132)

<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne, Director
<b>Caption:</b>	Approve contracting Alfred Benesch & Company to provide Engineering Services for Utilities Department on Fort Eisenhower. (RFQ 024-132)
<b>Background:</b>	<p>Fort Eisenhower has an ongoing a post wide construction program. There are projects throughout the post for the Army Cyber Command, NSA, AIT Complex, DDEAMC and various other military units. And the Fort Eisenhower community facilities such as Post Exchange, MWR, and housing units also have projects in support of the growth.</p> <p>Augusta Utilities Department (AUD) is the contracted water, sanitary sewer, and irrigation utility provider for Fort Eisenhower. AUD not only operates and maintains these systems, but must also plan and construct system expansions to support Fort Eisenhower's construction program. Additional engineering support is needed to meet these increasing utility requirements, which Fort Eisenhower sometimes makes on short notice.</p>
<b>Analysis:</b>	<p>Benesch currently provides on-call engineering services, but their contract funding is nearly spent. Benesch has performed well, and enabled AUD to respond better and more quickly to Fort Eisenhower. Based upon their qualifications as preapproved consultants under RFQ #24-132 Engineering Consultant Services for Utilities, the Utilities Department recommends approval of a new contract with Benesch with funding in the amount of \$300,000.00.</p>
<b>Financial Impact:</b>	The cost is \$300,000.00.
<b>Alternatives:</b>	No alternatives are recommended.
<b>Recommendation:</b>	Recommend approval to contract Alfred Benesch & Company to provide engineering services for Utilities Department on Fort Eisenhower.
<b>Funds are available in the following accounts:</b>	507043490-5212115 / 88880230-5212115
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





Alfred Benesch & Company  
1005 Broad Street, Suite 200  
Augusta, GA 30901  
[www.benesch.com](http://www.benesch.com)  
P 706-722-4114  
F 706-722-6219

Item 22.

September 4, 2024

Augusta Utilities Department  
360 Bay Street, Suite 180  
Augusta, GA 30901

**Attention: Mr. Steven M. Behrend, PE**

**Subject: Fort Eisenhower – Master Contract, Benesch Proposal # IP19-251522**

Mr. Behrend:

Alfred Benesch & Company (Benesch) is pleased to submit this proposal for supplemental services to the Augusta Utilities Department for “On-Call” Professional Services related to water and sewer improvements on Fort Eisenhower. Per our previous discussions, we request **\$300,000.00** to set up the Master Agreement for Engineering Services for Various Projects at Fort Eisenhower.

Benesch will provide services (Task Orders) to Augusta Utilities Department on an as-needed basis. As we have done previously, we will prepare separate Task Order Proposals describing the proposed work procedure, schedule, and fee structure to complete the services requested by AUD. No work will be completed without prior written authorization.

Again, we appreciate this opportunity to provide a proposal for the Augusta Utilities Department and we look forward to continuing our work with the County. Should you have any questions please feel free to contact our office.

Sincerely,

Alfred Benesch & Company

A blue ink signature of Victor Conover, written in a cursive style.

Victor Conover, PE, CFM  
Project Manager



**RFQ Opening: RFQ Item #24-132 Engineering Consulting Services**  
**for Augusta, GA - Utilities Department**  
**RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 24**  
**Total Number Specifications Download (Demandstar): 20**  
**Total Electronic Notifications (Demandstar): 593**  
**Georgia Procurement Registry:**  
**Pre-Qualifications Conference Attendees: 40**  
**Total packages submitted: 17**  
**Total Noncompliant: 2**

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Kleinshmidt Associates, Inc. 141 Main Street Pittsfield, ME 04967	YES	YES	876285	YES	YES	YES
Geosyntec Consultants 1255 Roberts Blvd NW Suite 200 Kennesaw, GA 30144	YES	YES	1581049	YES	YES	YES
Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	YES	YES	19959	YES	YES	YES
CHA Consulting, Inc. 3 Winners Circle Albany, NY 12205	YES	YES	868890	YES	YES	YES
Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road Ste 350 Peacree Corners, GA 30092	YES	YES	2023677	YES	YES	YES
ADS LLC 340 The Bridge Street Suite 204 Huntsville, AL 35806	YES	YES	23043	YES	YES	YES
Infrastructure Systems Management, LLC 1557 Broad Street Augusta, GA 30904	YES	YES	1266225	YES	YES	YES
Benesch 1005 Broad Street, Suite 200 Augusta, GA 30901	YES	YES	307873	YES	YES	YES
A & S Engineering 1100 Sumter Landing Circle Evans, GA 30809	YES	YES	340435	YES	YES	YES



**RFQ Opening: RFQ Item #24-132 Engineering Consulting Services**  
**for Augusta, GA - Utilities Department**  
**RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.**

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**Total packages submitted: 17**  
**Total Noncompliant: 2**

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	YES	YES	19959	YES	YES	YES
Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	YES	YES	11815	YES	YES	YES
W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901	YES	YES	110665	YES	YES	YES
Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	YES	YES	1215852	YES	YES	YES
Johnson, Laschober & Associates, PC 1296 Broad Street Augusta, GA 30901	YES	YES	226309	YES	YES	YES
Schnabel Engineering, LLC. 6445 Shiloh Road, Suite A Alpharetta, GA 3005	YES	YES	45353	YES	YES	YES



**RFQ Opening: RFQ Item #24-132 Engineering Consulting Services**

**for Augusta, GA - Utilities Department**

**RFQ Due: Tuesday, April 30, 2024 @ 11:00 a.m.**

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**Georgia Procurement Registry:**

**Pre-Qualifications Conference Attendees: 40**

**Total packages submitted: 17**

**Total Noncompliant: 2**

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies
Hazen and Sawyer 1300 Altmore Avenue, Suite 520 Atlanta, GA 30342	YES	YES	70249	NO Non- Compliant	YES	YES
Cranston Engineering	LATE SUBMITTAL/Non-Compliant					

# RFQ #24-132

## Engineering Consultant Services Rosters

### Category 1 – Water Distribution and Wastewater Collection System Analysis & Design:

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- W.K. Dickson & Company, Inc.

### Category 2 – Water Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

### Category 3 – Wastewater Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

### Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- W.K. Dickson & Company, Inc.

### Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- W.K. Dickson & Company, Inc.

### Category 6 – Dam Safety Engineering and Design

- HDR Engineering, Inc.
- Kleinschmidt Associates, Inc.
- Schnabel Engineering, LLC



## Engineering Services Committee Meeting

Meeting Date: 10/29/2024

Funds for Asphalt Patch Repair, Concrete Curb and Sidewalk Replacement Contract – Bid 22-178

<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne, Director
<b>Caption:</b>	Approve additional funds for contract with Blair Construction, Inc. to perform asphalt patch repair, concrete curb and sidewalk replacement for the Utilities Department. (Bid 22-178)
<b>Background:</b>	These services were contracted through Bid 22-178 and awarded to Blair Construction, Inc. Augusta Utilities Department (AUD) uses these services when repair of underground assets requires removal of asphalt or concrete. By utilizing an on-call contractor, the time is reduced that a road cut or sidewalk cut remains unrestored. Expedient repairs to the roadway and sidewalk limits the potentially negative impact on our customers and community. Due to the high number of utility repairs made, the remaining funding is \$1,315.16, which will run out soon.
<b>Analysis:</b>	Blair Construction has performed well, and it would be very beneficial to AUD's operations to continue to fund this contract. Based upon the services use rate thus far, AUD requests approval of \$175,000.00 to fund the remaining months of this year's contract, as well as use the funds toward a contract extension if the extension option is exercised by AUD in accordance with the approved contract.
<b>Financial Impact:</b>	\$175,000.00
<b>Alternatives:</b>	No alternatives are recommended.
<b>Recommendation:</b>	Recommend approval of additional funding in the amount of \$175,000.00 for Utilities Department to continue these contracted services with Blair Construction, Inc.

**Funds are available in the following accounts:** Funds are available in account: 506043410/5311920

**REVIEWED AND**  
**APPROVED BY:**



## UTILITIES DEPARTMENT

**Wes Byne, P.E.**  
**Director**

**TO:** Darrell White  
Interim Director, Procurement Department

**THRU:** Wes Byne, P.E.  
Director, Utilities Department

**FROM:** Kelsey Henderson

**CC:**

**DATE:** October 16, 2024

**SUBJECT:** JUSTIFICATION LETTER FOR FUND INCREASE – ASPHALT

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Due to the high demands for asphalt patch repair, concrete curb, and sidewalk replacement, AUD is requesting for \$175,000.00 additional funds to increase **22AUA122** that will fund this project until the end of 2024.

Please approve this request so that Blair can continue to provide the materials and labor needed for without delay.

Thank you for your kind assistance to proceed.

Sincerely,

*Kelsey Henderson*

## ASPHALT FUND INCREASE CHANGE ORDER

CO NUMBER	4
BID ITEM	22-178
DATE	10/16/2024

**PROJECT TITLE** ASPHALT  
**ORIGINAL CONTRACT DATE** 07/19/2022      **PROJECT NUMBER** N/A  
**OWNER** AUGUSTA, GEORGIA      **PO NUMBER** 22AUA122

The following change is hereby made to the contract for the above project:

Description of Change (for a more detailed description see attached proposal):  
 DUE TO HIGH DEMANDS FOR ASPHALT PATCH REPAIR, CONCRETE CURB, AND SIDEWALK REPLACEMENT, AUD IS REQUESTING FOR \$175,000.00 INCREASE THAT WILL FUND THIS PROJECT UNTIL THE END OF 2024

PAYEE	BLAIR CONSTRUCTION
TOTAL AMOUNT OF THIS CHANGE ORDER	\$ 175,000.00

The contract time will be INCREASED by \_\_ calendar days as a result of this change.

ORIGINAL CONTRACT AMOUNT	\$ 231,900.00
PREVIOUS CHANGE ORDER (INCREASE)	\$ 749,900.00
THIS CHANGE ORDER (INCREASE)	\$ 175,000.00
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER	\$ 1,156,800.00

FUNDING NUMBER/ACCOUNT NUMBER	506043410	5311920
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PROPOSED BY:	<u>BLAIR CONSTRUCTION</u> CONTRACTOR	DATE:	<u>10/16/2024</u>
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REQUESTED BY:	<u>Kelsey Henderson</u> ASSISTANT DIRECTOR	DATE:	<u>10/17/2024</u>
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SUBMITTED BY:	<u>Wes Byne</u> DEPARTMENT HEAD	DATE:	<u>10/17/2024</u>
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FINANCE ENDORSEMENT:	<u>COMPTROLLER</u>	DATE:	<u>                    </u>
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RECOMMENDED BY:	<u>ADMINISTRATOR</u>	DATE:	<u>                    </u>
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APPROVED BY:	<u>MAYOR</u>	DATE:	<u>                    </u>
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# AUGUSTA & F! # " ~ , # ) " ( - REQUISITION

Item 23.

CHECK ALL THAT APPLY:

HWP F % 506 - Operating

DATE: 10/16/2024

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Date

I N#: 506043410 - 5311920

"IN% CMW -

BID ITEM # 22-178

VENDOR:

ADDRESS:

PHONE #:

QUOTED BY:

BLAIR

VENDOR# 2652

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	ASPHALT PATCH REPAIR,			0		0		0
2.	CONCRETE CURB, AND	1	175000.00	175000		0		0
3.	SIDEWALK REPLACE-			0		0		0
4.	MENT FOR AUD			0		0		0
5.	C/O#4 22AUA122			0		0		0
6.	2ND OF 3 ADD'L YEARS			0		0		0
7.				0		0		0
8.	NEW PO TOTAL	1156800.00		0		0		0
9.				0		0		0
10.				0		0		0
11.	APPROVED BY			0		0		0
12.	COMMISSION			0		0		0
13.	ITEM#16 02/20/2024			0		0		0
14.	(COPY ATTACHED)			0		0		0
	SHIPPING CHARGES			0		0		0
	TOTAL			175000		0		0

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

AUD-CONST & MAINTENANCE

COMMISSION 02/20/2024

REQUESTED BY:

APPROVED BY:

Directors

Signature: \_\_\_\_\_



## Engineering Services Committee Meeting

Meeting Date: October 29, 2024

Structure Demolition & Material Disposal: 2108 Broad St

Emergency Procurement, Bid 24-744

File Reference: 24-014 (A)

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<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Receive as information Emergency procured services in amount of \$79,500 for 2108 Broad Street structure demolition and material disposal. /AE
<b>Background:</b>	<p>Several factors contributed to make this emergency procurement. Structure was burnt and collapsed. It resulted in public nonsense and safety concerns due to its proximity to public sidewalks. However, it took extended time to get legal clearance from the court for its demolition. Meantime, citizen complained City not getting structure demolished and debris disposed of. Matter was also discussed at the Augusta Commission meeting and need was emphasized getting site cleaned up as soon as possible.</p>
<b>Analysis:</b>	<p>Several contractors are participating in Augusta blight properties demolition program through Augusta Procurement process. 2108 Broad Street demolition bid package was submitted to two of the participating contractors as determined by the Environmental Services Operations Demolition Program staff. Key factor considered was timely mobilization to complete this emergency work. George Wilson contracting submitted the lowest fee of \$79,500. Other responder was Pond Maintenance of Augusta, and submitted fee was \$156,000.</p>
<b>Financial Impact:</b>	Funds in amount of \$79,500 are available in Augusta Demolition Program.
<b>Alternatives:</b>	N/A

**Recommendation:** Receive as information Emergency procured services in amount of \$79,500 for 2108 Broad Street structure demolition and material disposal. /AE

**Funds are available in the following accounts:** 230047460-52.13119 / ARP027-52.13119

**REVIEWED AND** HM/sr  
**APPROVED BY:**

Item 24.

AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT  
REQUISITION

DEPARTMENT NAME  
ENVIRONMENTAL SERVICES  
DEPARTMENT NUMBER  
230047460 ARP027  
REQUEST PREPARER  
L Wimberly

52-13119

George Wilson

REQUISITION NO  
PURCHASE ORDER NO  
PURCHASE ORDER DATE

7/2/2024

APPROVAL - SIGNATURE

BID # 24-744

VENDOR NAME  
NAME  
PHONE NUMBER

BIDDER #1  
George Wilson

BIDDER #2  
Pond Maintenance

BIDDER #3

QUOTED BY

ITEM NO.

QUANTITY

UNIT PRICE

TOTAL PRICE

UNIT PRICE

TOTAL PRICE

UNIT PRICE

TOTAL PRICE

1 2108 Broad St (Emergency)

2 Bid# 24-744

3 JOB LEDGER

4 OBJECT CODE

5

6

7

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21

BID WITHOUT SHIPPING

SHIPPING CHARGES

TOTAL BID WITH SHIPPING

DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER

PURPOSE OF REQUEST

DEMOLITION OF UNSAFE BUILDING LOCATED AT 2108 Broad St (Emergency)

**GEORGE WILSON CONTRACTING****EMERGENCY DEMOLITION BID****OWNER INFORMATION**

Name Emergency Demolition-Bid # 24-744  
Address 2108 Broad Street  
City, State Zip Augusta, Ga. 30904  
Phone 706-821-2422  
Email \_\_\_\_\_  
Tax Map 027  
Parcel 027-3-116-00-0

**CONTRACTOR INFORMATION**

Company George Wilson Contracting  
Name George Wilson  
Address 3608 Kentwood drive  
City, State Zip Augusta, Ga. 30906  
Phone 706-339-3584  
Email juice19@att.net  
Date 06/28/2024

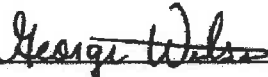
PROJECT NAME: EMERGENCY DEMOLITION -BID # 24-744

**SCOPE OF WORK****EMERGENCY DEMOLITION 24-744**

Demolish entire building structure at 2108 Broad Street Catholic Social Services Thrift Shop removing debris and concrete slab, also rough grade disturbed areas spread grass seeds and cover with straw.

**TOTAL COST—\$79,500.00**

Signature



**George Wilson**

Date 06/28/2024

- F. Any areas disturbed by construction activities shall be re-graded and reseeded if necessary. The transition between the disturbed areas and the undisturbed areas will be graded to minimize abrupt slope change and possible erosion.
- G. Prior to final payment, planted vegetation shall be growing in a uniform cover with no bare areas.
- H. After any final grading, vegetation planted and straw blown, the contractor shall sweep the sidewalk and streets fronting the property.
- I. A Final Inspection is required when all Work has been successfully completed and before a Request for Payment can be submitted.
  - 1. Contractor shall schedule a final inspection with ESD once the Contractor believes all work has been properly completed in accordance with the specifications.
  - 2. All requests for inspections must be made at least twenty-four (24) hours prior to the date of the requested inspection.

\*\*\*\*\*

## AGREEMENT

I, (contractor) George Wilson have read and understand the specifications as stated in the above referenced Invitation to bid. I shall provide demolition service that meets or exceeds all performance requirements set forth in the Augusta, Georgia Demolition of Unsafe Buildings Program (hereinafter referred to as the "Program"). I shall comply with all the terms, conditions and requirements of the specifications as well as all the terms, conditions and requirements of the Program. To the extent there are any inconsistencies between this Agreement and the Contractor the terms of this agreement shall prevail. Contractor will be issued a Purchase Order for the covered work that shall also incorporate the terms of this Agreement. Work shall commence IMMEDIATELY within receiving a Notice to Proceed from Augusta. All work is to be completed AS STATED ABOVE.

**EMERGENCY DEMOLITION****PRICE SHEET:**

Address	Tax Map	Parcel	District
2108 Broad Street	027	027-3-116-00-0	1

**TOTAL COST: \$79,500.00**

**Please return Emergency Bid #24-744 documents  
no later than: Monday July 1st @ 1:00 p.m. to the  
information listed below:**

1) Email: [dholmes@augustaga.gov](mailto:dholmes@augustaga.gov)  
[procurement@augustaga.gov](mailto:procurement@augustaga.gov)

**OR**

2) Fax Number: 706-821-2811, ATTN: Doreen Holmes

**CLOSEOUT DOCUMENTS MUST BE SUBMITTED FOR FINAL PAYMENT**

I, (Contractor) George Wilson have read and understand this contract.

COMPANY NAME: George Wilson Contracting  
 BUSINESS LICENSE #: LCC20040031485  
 E-VERIFY #: 965518  
 ADDRESS: 3608 Kentwood drive  
Augusta, Ga. 30906  
 PHONE: 706-339-3584  
 SIGNATURE: George Wilson  
 DATE: 06/28/2024

**Asbestos Abatement Contractor or Subcontractor**

CONTRACTOR: Redline MM STATE LICENSE #: ASBNM-731

BUSINESS LICENSE #: LCC20190000124

E-VERIFY #: 83-3099649 (If 10 or less employees, please enclose a completed affidavit and submit with bid package)

Per State of Georgia HB 87 Section, vendors with 10 or fewer employees are exempt from acquiring an E-Verify account and are required to supply a copy of their driver license if they have not registered and do not have an E-Verify User Identification Number. Should I acquire more than 10 employees, I will acquire an E-Verify account.

NOTE: NO ASBESTOS SURVEY IS PROVIDED - PRENUMER (NEEN) IN MEMBERSHIP LIST (A) NACH





## Engineering Services Committee Meeting

Meeting Date: October 29, 2024

McNutt Rd Improvements Project, Bid 24-215

File Reference: 24-014 (A)

<b>Department:</b>	Engineering & Environmental Services										
<b>Presenter:</b>	Dr. Hameed Malik, Director										
<b>Caption:</b>	Approve award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$5,152,988.90 for McNutt Dirt Road Improvements Project, subject to receipt of signed contract, proper bonds and other associated documents. AE / Bid 24-215										
<b>Background:</b>	The Project is one of several dirt roads on list of paving. Dirt Paving is on SPLOST approved projects list and Engineering SPLOST 7 has partial funding to support the construction. Augusta Engineering initiated McNutt Road improvement design in 2019 and final construction plans and associated needed easements were completed in 2023. However, water line conflict encountered that delayed the project letting. The project was finally let in 2024 and construction bids opened on September 6, 2024.										
<b>Analysis:</b>	<p>Bids received on September 6, 2024 and were evaluated based on criteria outlined in Bid document. Reeves Construction Company (Reeves) being the low responsible Bidder. Following contractors submitted proposal.</p> <table> <tr> <td>1. Reeves Construction Co.</td><td>\$5,152,988.90</td></tr> <tr> <td>2. Piedmont Mining, LLC</td><td>\$5,742,192.56</td></tr> <tr> <td>3. E R Snell Contractor, Inc.</td><td>\$5,992,859.22</td></tr> </table>	1. Reeves Construction Co.	\$5,152,988.90	2. Piedmont Mining, LLC	\$5,742,192.56	3. E R Snell Contractor, Inc.	\$5,992,859.22				
1. Reeves Construction Co.	\$5,152,988.90										
2. Piedmont Mining, LLC	\$5,742,192.56										
3. E R Snell Contractor, Inc.	\$5,992,859.22										
<b>Financial Impact:</b>	<p>Funds are available in amount of \$5,152,988.90 as follow:</p> <table> <tr> <td>LMIG2023:</td><td>\$2,349,651.43</td></tr> <tr> <td>LMIG 2025:</td><td>\$1,291,175.90 (will become available in January 2025)</td></tr> <tr> <td>SPLOST8-Resurfacing:</td><td>\$1,000,000.00</td></tr> <tr> <td>SPLOT8-Grading &amp; Drainage:</td><td>\$250,000.00</td></tr> <tr> <td>SPLOST7-Paving Dirt Roads:</td><td>\$261,161.00</td></tr> </table>	LMIG2023:	\$2,349,651.43	LMIG 2025:	\$1,291,175.90 (will become available in January 2025)	SPLOST8-Resurfacing:	\$1,000,000.00	SPLOT8-Grading & Drainage:	\$250,000.00	SPLOST7-Paving Dirt Roads:	\$261,161.00
LMIG2023:	\$2,349,651.43										
LMIG 2025:	\$1,291,175.90 (will become available in January 2025)										
SPLOST8-Resurfacing:	\$1,000,000.00										
SPLOT8-Grading & Drainage:	\$250,000.00										
SPLOST7-Paving Dirt Roads:	\$261,161.00										
<b>Alternatives:</b>	Do not approve and abandon the project.										
<b>Recommendation:</b>	Approve award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$5,152,988.90 for McNutt										

Dirt Road Improvements Project, subject to receipt of signed contract, bonds and other associated documents. AE / Bid 24-215

**Funds are available in the following accounts:**

- \$2,349,651.43 – 335041110-54.14110 – FY2023 LMIG;
- \$1,291,175.90 – 335041110-54.14110 – FY2025 LMIG (available Jan 2025)
- \$1,000,000 – 330-0411120-54.14110/222830908-54.14110 – SPLOST 8 Resurfacing
- \$250,000 – 330-044320-52.23110/222830907-52.23110 – SPLOST 8 Grading & Drainage
- \$262,161 – 329041110-54.14110/221829914-54.14110 – SPLOST 7 Paving Dirt Roads

**REVIEWED AND**  
**APPROVED BY:**

HM/sr

## Invitation to Bid

Item 25.

Sealed bids will be received at this office until **Wednesday, August 28, 2024 @ 3:00 p.m.** via ZOOM Meeting ID: **861 5883 3314**; Passcode: **24215** for furnishing:

**Bid Item #24-215**

**Construction Services for McNutt Road Improvement Project for Augusta, GA – Augusta Engineering and Environmental Services Department**

Bids will be received by Augusta, GA 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

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable is \$240.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.augustablue.com](http://www.augustablue.com)) at no charge through Augusta Blueprint (706 722-6488) beginning **Thursday, July 18, 2024**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

**Pre-Bid Conference will be held on Monday, August 12, 2024 @ 11:00 a.m. Via Zoom Meeting ID: 853 1277 3418; Passcode: 24215.**

All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, August 13, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. **. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No bid may be withdrawn for a period of **ninety (90)** days after Bids have been opened, pending the execution of contract with the successful vendor. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

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

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


**No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

GERI A. SAMS, Procurement Director

Publish:


Augusta Chronicle      July 18, 25, 2024 and August 1, 8, 2024  
Metro Courier      July 18, 2024

Revised: 6/20/2024

<div>  <div> <div>Bid Item #24-215 Construction Services for McNutt Road Improvement Project</div> <div>– for Augusta, GA-</div> <div>Augusta Engineering and Environmental Services Department</div> <div>Bid Date: Friday, September 6, 2024 @ 11:00 a.m.</div> </div> </div>							
<div> <div>Total Number Specifications Mailed Out: 16</div> <div>Total Number Specifications Download (Demandstar): 8</div> <div>Total Electronic Notifications (Demandstar): 551</div> <div>Georgia Procurement Registry: 1324</div> <div>Total Packages Submitted: 3</div> <div>Total Noncompliant: 0</div> </div>							
Vendors	Attachment "B"	Addendum 1 & 2	E-Verify Number	SAVE Form	Bid Bond	Bid Total	Compliance Goal
Reeves Construction Company 1 APAC Industrial Way Augusta, Ga 30907	YES	YES	667047	YES	YES	\$5,152,988.90	YES
Piedmont Mining LLC 815 N. Main Street Wrens, GA 30833	YES	YES	924422	YES	YES	\$5,742,192.56	YES
E. R. Snell Contractor, Inc. 1785 Oak Road Snellville, Georgia 30078	YES	YES	22114	YES	YES	\$5,992,859.22	YES

**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:** Monday, September 16, 2024

**SUBJECT:** Construction Services for McNutt Road Improvement Project  
Bid: 24-215  
File Reference: 24-014(A)

It is recommendation of Augusta Engineering to award Bid 24-215 / Construction Services for McNutt Road Improvement Project to the lowest qualified bidder, Reeves Construction Company (Reeves). Accordingly, Augusta Engineering will prepare bid contract award agenda item for Augusta Commission approval. Contract award will be contingent upon Reeves submitting all required documents such as bid bonds, insurance documents.

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  
AE Assistant Director of Engineering  
AE Assistant Director Finance & Administration  
AE Associate Director Construction & Program Delivery  
Program File




## 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:** Monday, September 16, 2024

**SUBJECT:** Construction Services for McNutt Road Improvement Project  
Cost Variance Justification  
Bid: 24-215  
File Reference: 24-014(A)

Ms Sams, this memo is to render a justification for cost variance between the "Estimated Cost" and the received Bid Proposal reference the subject project. This project construction consists of paving dirt road and improvements consist of grading, utilities relocation and drainage system. Received lowest bid amount is \$5,152,988.90. Other two received bids amount is \$5,742,192.56 and \$5,992,859.22, respectively. There is 4% to 11% variance from received bids median value. Noted variance, in my professional opinion, within acceptable variance range of current roadway infrastructure construction cost. There is significant cost escalation in material production cost, skilled workforce labor cost and significant increase in construction work at present. In addition, construction market experiencing inflation and interest rate cost escalation too. Accordingly, responsible bidders are adjusting unit process and are not offering similar work pre-COVID pricing.

Augusta Engineering recommendation to accept received fee with cost reduction options consideration during construction.

Thank you.

cc: Darrell White & Nancy Williams, Procurement Department  
AE Assistant Director of Engineering  
AE Assistant Director Finance & Administration  
AE Associate Director Construction & Program Delivery  
Program File



Compliance Department

Phyllis Johnson  
Compliance Director

## MEMORANDUM

To: Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

From: Phyllis Johnson, Director, Compliance Department *Phyllis*

Date: September 6, 2024

Subject: Bid Item #24-215 Construction Services for McNutt Road Improvement Project

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Reeves Construction Company**. Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for Bid Item #24-215 Construction Services for McNutt Road Improvement Project for Augusta, Georgia, is 3%. **The bidder/offeror has committed to a minimum of 3% and did submit the required forms and is responsive and has satisfied good faith efforts.**

**Note: The bidder/offeror provided sufficient documentation to support the GFE. The firm has satisfied and met the burden of proof of its GFE.**

**The bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor on a monthly basis to ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.

COMPLIANCE DEPARTMENT  
535 Telfair Street Suite 530 Augusta, GA 30901  
(706) 821-2406 Fax (706) 821-4228  
WWW.AUGUSTAGA.GOV

**Compliance Department****Phyllis Johnson  
Compliance Director****MEMORANDUM**

**To:** Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *Phyllis*

**Date:** September 6, 2024

**Subject:** Bid Item #24-215 Construction Services for McNutt Road Improvement Project

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Piedmont Mining, LLC**. Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for Bid Item #24-215 Construction Services for McNutt Road Improvement Project for Augusta, Georgia, is 3%. **The bidder/offeror has committed to a minimum of 3% and did submit the required forms and is responsive and has satisfied good faith efforts.**

**Note: The bidder/offeror provided sufficient documentation to support the GFE. The firm has satisfied and met the burden of proof of its GFE.**

**The bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor on a monthly basis to ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.

**COMPLIANCE DEPARTMENT**  
535 Telfair Street Suite 530 Augusta, GA 30901  
(706) 821-2406 Fax (706) 821-4228  
WWW.AUGUSTAGA.GOV



**Compliance Department**

**Phyllis Johnson**  
**Compliance Director**

**MEMORANDUM**

**To:** Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *Phyllis*

**Date:** September 6, 2024

**Subject:** Bid Item #24-215 Construction Services for McNutt Road Improvement Project

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **E.R. Snell Contractor, Inc.** Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for Bid Item #24-215 Construction Services for McNutt Road Improvement Project for Augusta, Georgia, is 3%. The bidder/offeror has committed to a minimum of **1.47%** and did submit the required forms and is responsive and has satisfied good faith efforts.

**Note: The bidder/offeror provided sufficient documentation to support the GFE. The firm has satisfied and met the burden of proof of its GFE.**

**The bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor on a monthly basis to ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.

**COMPLIANCE DEPARTMENT**  
535 Telfair Street Suite 530 Augusta, GA 30901  
(706) 821-2406 Fax (706) 821-4228  
WWW.AUGUSTAGA.GOV

**AUGUSTA ENGINEERING DEPARTMENT  
MCNUTT RD IMPROVEMENTS 2023**

**SECTION 3: BID PROPOSAL**

**Date:** 9/6/2024

**Gentlemen:**

In compliance with your Invitation for bids dated July 18, 2024, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

**AUGUSTA ENGINEERING DEPARTMENT  
MCNUTT RD IMPROVEMENTS PROJECT**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

Five Million One Hundred Fifty-Two Thousand Nine Hundred Eighty-Eight Dollars and 90/100 Cents **DOLLARS**

(\$ 5,152,988.90 )

The undersigned hereby agrees that, upon written acceptance of this bid, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work within 10 calendar days after the date of written notice to proceed, and that he will complete all work within 360 calendar days.

The undersigned acknowledges receipt of the following addenda:

**Addendum Number:**

**Addendum Date:**

1

8/23/2024

2

8/28/2024

Respectfully submitted:

Reeves Construction Company  
(Name of the Firm)

1 APAC Industrial Way Augusta, GA 30907  
(Business Address)

By: 

**Title:** Region Manager/Assistant Secretary



**AUGUSTA ENGINEERING DEPARTMENT  
MCNUTT RD IMPROVEMENTS 2023**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	PRICE
<b>ROAD ITEMS</b>					
001-1000	FORCE ACCOUNT	LS	1	\$300,000	\$300,000
150-1000	TRAFFIC CONTROL	LS	1	\$115,400.00	\$115,400.00
210-0100	GRADING COMPLETE	LS	1	\$1,770,000.00	\$1,770,000.00
<b>ASPHALT PAVING (INCL DRIVEWAYS)</b>					
310-1101	GR AGGR BASE CRS, INCL MATL (6")	TN	12326	\$50.00	\$616,300.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME (2")	TN	3496	\$110.00	\$384,560.00
402-3100	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, GP 2, INCL BITUM MATL & H LIME (1.5")	TN	2932	\$130.00	\$381,160.00
412-1000	TACK COAT	TN	1613	\$5.00	\$8,065.00
<b>CONCRETE PAVING DRIVEWAYS</b>					
441-0016	DRIVEWAY CONCRETE 6 IN THK	SY	775	\$90.00	\$69,750.00
<b>STORM SYSTEM</b>					
550-4218	FLARED END SECTION 18 IN, STORM DRAIN	EA	8	\$1,450.00	\$11,600.00
550-4230	FLARED END SECTION 30 IN, STORM DRAIN	EA	4	\$1,850.00	\$7,400.00
550-4236	FLARED END SECTION 36 IN, STORM DRAIN	EA	2	\$2,500.00	\$5,000.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	196	\$97.00	\$19,012.00
550-1300	STORM DRAIN PIPE, 30 IN, H 1-10	LF	104	\$155.00	\$16,120.00
550-1360	STORM DRAIN PIPE, 36 IN, H 1-10	LF	70	\$165.00	\$11,550.00
550-2180	SIDE DRAIN PIPE, 18 IN, H 1-10	LF	2060	\$68.00	\$140,080.00
550-2240	SIDE DRAIN PIPE, 24 IN, H 1-10	LF	72	\$125.00	\$9,000.00
550-3618	SAFTY END SECTION, 18 IN, SIDE DRAIN, 6:1 SLOPE	EA	114	\$1,160.00	\$132,240.00
550-3624	SAFTY END SECTION, 24 IN, SIDE DRAIN, 6:1 SLOPE	EA	4	\$1,625.00	\$6,500.00
<b>GUARDRAIL</b>					
641-1200	GUARDRAIL, TP W	LF	1940	\$22.10	\$42,874.00
641-5001	GUARDRAIL ANCHORAGE, TP1	EA	6	\$1,300.00	\$7,800.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY ABSORBING	EA	6	\$3,500.00	\$21,000.00
643-4000	WOVEN WIRE FENCE	LF	1000	\$20.00	\$20,000.00
643-1133	CH LK FENCE, ZC COAT, 4 FT, 11 GA	LF	250	\$20.00	\$5,000.00
643-8040	GATE, GALVANIZED METAL - 6-FT	EA	4	\$1,000.00	\$4,000.00

**AUGUSTA ENGINEERING DEPARTMENT  
MCNUTT RD IMPROVEMENTS 2023**

<b>EROSION CONTROL ITEMS</b>					
163-0300	CONSTRUCTION EXIT	EA	2	\$2,800.00	\$5,600.00
163-0232	TEMPORARY GRASSING	AC	23	\$915.00	\$21,045.00
700-6910	PERMANENT GRASSING	AC	23	\$1,225.00	\$28,175.00
163-0240	MULCH	TN	138	\$325.00	\$44,850.00
163-0501	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 1	EA	5	\$1,600.00	\$8,000.00
163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	EA	235	\$650.00	\$152,750.00
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAMS, TYPE C SILT FENCE	EA	107	\$200.00	\$21,400.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	26444	\$3.55	\$93,876.20
603-2181	STONE DUMPED RIP RAP, TP 3, 18 IN	SY	330	\$136.50	\$45,045.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE C	LF	26444	\$2.10	\$55,532.40
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	EA	342	\$65.00	\$22,230.00
165-0085	MAINTENANCE OF SILT CONTROL GATE, TP 1	EA	5	\$290.00	\$1,450.00
603-7000	PLASTIC FILTER FABRIC	SY	330	\$3.55	\$1,171.50
700-7000	AGRICULTURAL LIME	TN	23	\$325.00	\$7,475.00
700-8000	FERTILIZER MIXED GRADE	TN	14	\$810.00	\$11,340.00
711-0100	TURF REINFORCING MATTING, TP 1	SY	6000	\$4.80	\$28,800.00
<b>SIGNING AND MARKING ITEMS</b>					
663-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	23582	\$0.45	\$10,611.90
663-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	23582	\$0.45	\$10,611.90
652-5701	24 IN STOP BAR	LF	72	\$15.00	\$1,080.00
636-1014	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 1	SF	153	\$30.00	\$4,590.00
636-2010	GALV STEEL POST, TP1	LF	102	\$16.00	\$1,632.00
636-1033	WY SIGNS, TP 1 MATL, REFL SHT TP. 9	SF	7	\$28.00	\$196.00
652-1036	HWY SIGNS, TP 2 MATL, REFL SHT TP. 11	SF	118	\$32.00	\$3,776.00
<b>WATER MAIN</b>					
W-1	6" DIA., PVC, C-900, STANDARD PIPE	LF	3000	\$31.00	\$93,000.00
W-2	6" DIA., PVC, C-900, RESTRAINED PIPE	LF	1800	\$35.00	\$63,000.00
W-4A	6" 45 DEGREE BEND, DIP MECHANICAL JOINT	EA	40	\$345.00	\$13,800.00
W-4B	6" 22.5 DEGREE BEND, DIP MECHANICAL JOINT	EA	15	\$325.00	\$4,875.00

**AUGUSTA ENGINEERING DEPARTMENT  
MCNUTT RD IMPROVEMENTS 2023**

W-4C	6" 11.25 DEGREE BEND, DIP MECHANICAL JOINT	EA	15	\$325.00	\$4,875.00
W-4D	6" END CAP, DIP MECHANICAL JOINT	EA	18	\$240.00	\$4,320.00
W-10	6" X 6" TAPPING SLEEVE AND VALVE, INSTALLED	EA	9	\$7,000.00	\$63,000.00
W-13	1" NEW WATER SERVICE AND RECONNECT EXISTING METER	EA	69	\$2,330.00	\$160,770.00
W-16	WATER MAIN TIE-IN	EA	9	\$3,000.00	\$27,000.00
W-17	MISC 3000 PSI CONCRETE	CY	10	\$710.00	\$7,100.00
M-4	SELECT BACKFILL, GDOT TYPE I, CLASS I & II (SAND/CLAY) – MEASURED IN-PLACE VOLUME	CY	500	\$38.00	\$19,000.00
P-7	DRIVEWAY REPLACEMENT	SY	100	\$66.00	\$6,600.00
<b>GRAND TOTAL</b>					\$5,152,988.90

**GRAND TOTAL (IN WORDS):**

Five Million One Hundred Fifty-Two Thousand Nine Hundred Eighty-Eight Dollars and 90/100 Cents -----

----- **DOLLARS**

**\*GRADING COMPLETE:** *Shall include any work without a specific pay item such as:* removal and disposal of all miscellaneous roadway items, utility items, and drainage items (i.e., demolition items). Additional items shall be included in the item of grading complete, unless otherwise established as separate contract items, including, but not limited to: removal/demolition of pavement, removal/demolition of concrete sidewalks and driveways / valley gutter, removal of curb and gutter, removal of abandoned drainage structures, removal of street signs, and any other miscellaneous removal items whether shown on the plans or not. The items of grading complete shall also include other miscellaneous items of construction not otherwise shown as a separate pay item such as fine grading, general clearing, cut and fill, constructing shoulder and subgrade, finish grading, construction layout, the hauling and disposal of undesirable or surplus materials, removing and/or resetting mailboxes, removing and/or resetting gates and fences, removing and/or resetting irrigation sprinkler heads, mobilization and demobilization, required bonds and insurance etc. Remove/reconnect water services, reconnect sanitary services, remove/reset signs (type varies), remove/reset water sprinkler systems(complete), remove/reset water valves (size varies), remove/reset yard lamps (type varies) shall be included in grading complete where no separate bid item is established.

**\*\*LS (LUMP SUM)** – For all Lump Sum items, attach itemized break of lump sum amount on separate sheet


### Breakdown of Grading Complete/Traffic Control

#### McNut Road

<b>GRADING COMPLETE</b>	<b>1 LS</b>	<b>\$ 1,770,000.00</b>	<b>\$ 1,770,000.00</b>
Mobilization/Gen Conditions	1 LS	\$ 175,000.00	\$ 175,000.00
Removals and Demo	1 LS	\$ 250,000.00	\$ 250,000.00
Earthwork	1 LS	\$ 745,000.00	\$ 745,000.00
Subgrade Prep/Finish and Dress	1 LS	\$ 250,000.00	\$ 250,000.00
Misc/Closeout	1 LS	\$ 350,000.00	\$ 350,000.00
 <b>TRAFFIC CONTROL</b>	 <b>1 LS</b>	 <b>\$ 115,400.00</b>	 <b>\$ 115,400.00</b>
Advanced Warning Signs	1 LS	\$ 25,000.00	\$ 25,000.00
Flagging/Misc Traf Cntrl	1 LS	\$ 75,000.00	\$ 75,000.00
Temp Striping	1 LS	\$ 15,400.00	\$ 15,400.00

**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:** Monday, September 16, 2024

**SUBJECT:** Construction Services for McNutt Road Improvement Project  
Bid: 24-215  
File Reference: 24-014(A)

It is recommendation of Augusta Engineering to award Bid 24-215 / Construction Services for McNutt Road Improvement Project to the lowest qualified bidder, Reeves Construction Company (Reeves). Accordingly, Augusta Engineering will prepare bid contract award agenda item for Augusta Commission approval. Contract award will be contingent upon Reeves submitting all required documents such as bid bonds, insurance documents.

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  
AE Assistant Director of Engineering  
AE Assistant Director Finance & Administration  
AE Associate Director Construction & Program Delivery  
Program File




## 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:** Monday, September 16, 2024

**SUBJECT:** Construction Services for McNutt Road Improvement Project  
Cost Variance Justification  
Bid: 24-215  
File Reference: 24-014(A)

Ms Sams, this memo is to render a justification for cost variance between the "Estimated Cost" and the received Bid Proposal reference the subject project. This project construction consists of paving dirt road and improvements consist of grading, utilities relocation and drainage system. Received lowest bid amount is \$5,152,988.90. Other two received bids amount is \$5,742,192.56 and \$5,992,859.22, respectively. There is 4% to 11% variance from received bids median value. Noted variance, in my professional opinion, within acceptable variance range of current roadway infrastructure construction cost. There is significant cost escalation in material production cost, skilled workforce labor cost and significant increase in construction work at present. In addition, construction market experiencing inflation and interest rate cost escalation too. Accordingly, responsible bidders are adjusting unit process and are not offering similar work pre-COVID pricing.

Augusta Engineering recommendation to accept received fee with cost reduction options consideration during construction.

Thank you.

cc: Darrell White & Nancy Williams, Procurement Department  
AE Assistant Director of Engineering  
AE Assistant Director Finance & Administration  
AE Associate Director Construction & Program Delivery  
Program File



Augusta Georgia  
Multiple Funding Sources  
Project Budgets

Item 25.

Department	Engineering & Environmental Services
Project Name:	McNutt Road Improvements Project
Project Description:	Entering into Construction Agreement with Reeves Construction for Value Engineering of McNutt Road Improvements project. The project is one of several dirt roads on list of paving; BID 24-215
Start Date:	2024
Completion Date:	TBD
Project Phase - (Design or Construction)	CST
total Project Budget (all Sources )	5,152,988.9

Funding					
Source of Funds (SPLOST, TIA, LMIG, etc)	LMIG	SPLOST 7	SPLOST 8		TOTAL
335041110 (FY2023 LMIG)	2,349,651	-			2,349,651
335041110 (FY2025 LMIG)	1,291,176	-			1,291,176
3300411120 (Resurfacing)		-	1,000,000		1,000,000
330044320 (Grading & Drainage)		-	250,000		250,000
329041110 (Paving Dirt Rds)		262,161			262,161
					-
Total Funding	3,640,827	262,161	1,250,000	-	5,152,988

Expenditures					
Description	Object Code				
Roads	54.14110	2,349,651	-	-	2,349,651
		1,291,176	-	-	1,291,176
		-	-	-	1,000,000
		-	-	-	250,000
		-	262,161	-	262,161
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
TOTAL		3,640,827	262,161	1,250,000	5,152,988

Augusta Georgia  
Multiple Funding Sources  
Project Budgets

Item 25.

Department	Engineering & Environmental Services				
Project Name:	McNutt Road Improvements Project				
Project Description:	Entering into Construction Agreement with Reeves Construction for Value Engineering of McNutt Road Improvements project. The project is one of several dirt roads on list of paving; BID 24-215				
Start Date:	2024				
Completion Date:	TBD				
Project Phase - (Design or Construction)	CST				
total Project Budget (all Sources )	5,152,988.9				
Variance (shoud be -0-)	(0)	-	-	-	(0)

## Augusta Blueprint & Microfilm, Inc.

#24-215 Construction Services for McNutt Rd Improvement Project for Augusta, GA - Engineering & Environmental Services

### Planholders List

Set #	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax #
1	Reeves Construction Company			X	1 APAC Industrial Way Augusta, GA 30809 bcooper@reevescc.com	706-731-5243	706-731-8620
2	E.R. Snell Contractor, Inc.			X	1785 Oak Road Snellville, GA 30078 kpollard@ersnell.com	770-985-0600	
3	Construct Connect			X	3825 Edwards Road Suite 800 Cincinnati, OH 45209 lori.demko@constructconnect.com	513-458-8690	866-570-8187
4	Gearig Civilworks, LLC			X	322 Grimaude Blvd Grovetown, GA 30813 ryanr@gearig.com	706-832-6729	706-860-9639
5	Piedmont Mining, LLC			X	815 N Main Street Wrens, GA 30833 wmcdaniel@piedmontminingllc.com	706-825-7707	706-547-6553
6	C.W. Mathers Contracting Company, Inc.		X		1600 Kenview Drive Marietta, GA 30060 mikek@cwmathews.com	770-422-7520	770-422-9361
7							
8							
9							

GRIFFIN CONTRACTING  
ATTN: TROY DAVIS  
122 PIPEMAKERS CIRCLE  
SUITE 207  
POOLER, GA 31322

ER SNELL CONTRACTOR  
1785 OAK ROAD  
SNELLVILLE, GA 30078

C&H PAVING  
204 MAIN STREET  
THOMSON, GA 30824

SUMMERS CONCRETE CONTRACTING, INC.  
5538 COPPAGE ROAD  
HAHIRA, GA 31632

ATC SITE CONSTRUCTION  
614 BRIGHAM ROAD  
NORTH AUGUSTA, SC 29841

BLAIR CONSTRUCTION  
PO BOX 770  
EVANS, GA 30809

C.W. MATTHEWS CONTRACTING  
1600 KENVIEW DRIVE  
MARIETTA, GA 30060

J & H GRADING & PAVING  
1579 EDGEFIELD HIGHWAY  
AIKEN, SC 29801

QUALITY PLUS SERVICES INC.  
2929 QUALITY DRIVE  
PETERBURG, VA 23805

PAVEWAY OF AUGUSTA/AIKEN  
306 SILVER BLUFF RD.  
AIKEN, SC 29803

REYNOLDS CONSTRUCTION  
300 E. BROAD STREET  
FAIRBURN, GA 30213

BEAM'S CONTRACTING  
ATTN: DARRELL CAUDILL  
15030 ATOMIC ROAD  
BEECH ISLAND, SC 29842

GEARIG CIVIL WORKS  
322 GRIMAUDE BLVD.  
GROVETOWN, GA 30813

REEVES CONSTRUCTION  
ATTN: GREG HAMILTON  
1 APAC INDUSTRIAL WAY  
AUGUSTA, GA 30907

JHC CORPORATION  
15 FRESH BRU DRIVE  
NEWNAN, GA 30263

GARNTO SOUTHERN CONSTRUCTION, LLC  
ATTN: JASON GARNTO  
4811 CLARK DRIVE  
EVANS, GA 30809

Hameed Malik  
Engineering & Environmental  
Services

June Hamal  
Engineering & Environmental Services

Phyllis Johnson  
Compliance

Bid Item #24-215  
Construction Services for McNutt Road  
Improvement Project for Augusta, GA – Augusta  
Engineering and Environmental Services  
Department  
DUE: Wed., August 28, 2024 @ 3:00 p.m.

Bid Item #23-215 Construction Services for  
McNutt Road Improvement Project for Augusta,  
GA – Augusta Engineering and Environmental  
Services Department  
Mailed: 07/18/2024

**Tywanna Scott**

---

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Thursday, July 18, 2024 12:47 PM  
**To:** Tywanna Scott  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000070

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-2024-000000070**

**Event Title: 24-215 Construction Services for McNutt Road Improvement Project**

**Event Type: Non-State Agency**

Process Log
2024/07/18 12:39:02 : Log starts for - 15610053 - EVENT_RELEASE_TO_SUPL
2024/07/18 12:39:05 : Email Process Log for the Event#: PE-72155-NONST-2024-000000070
2024/07/18 12:39:05 : Email Batch# 2407181585
2024/07/18 12:39:05 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/07/18 12:43:48 : Bad Email not sent to eteague of AJAX BUILDING CORPORATION OF GEORGIA
2024/07/18 12:47:09 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2024/07/18 12:47:28 : Total No of Contacts found for sending Email: 1324
2024/07/18 12:47:28 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000070&sourceSystemType=gpr20>

07/18/2024 12:47:28 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**

Barnett Southern Corp.

07/18/2024

ConstructConnect

07/22/2024

Dodge Data

07/18/2024

E.R. Snell Contractor, Inc.

07/18/2024

Onvia, Inc. - Content Department

07/18/2024

Remac, Inc.

07/18/2024

Titan Construction Management LLC (dba Titan Civil Construction)

08/06/2024

WSB, LLC

07/22/2024

[Add Supplier](#)

### Supplier Details

<b>Supplier Name</b>	Barnett Southern Corp.
<b>Contact Name</b>	Gary Justice
<b>Address</b>	PO Box 704 , Washington, GA 30673
<b>Email</b>	<a href="mailto:gary@barnettsouthern.com">gary@barnettsouthern.com</a>
<b>Phone Number</b>	706-678-1507

### Documents

Filename	Type	Action
24-215_ITB	Bid Document / Specifications	<a href="#">View</a> <a href="#">History</a>
24-215_ADD1	Addendum	<a href="#">View</a> <a href="#">History</a>



## Engineering Services Committee Meeting

Meeting Date: October 29, 2024

McNutt Rd Paving Project

Jefferson Energy Facilities Relocation

File Reference: 24-014 (A)

---

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve Supplement funding in amount of \$147,863.54 to an agreement with Jefferson Energy (JE) for McNutt Road Improvements Project, stating that the City of Augusta will pay for the JE Facility Relocation Cost on McNutt Road Dirt Road Paving Project in accordance with the JE estimate. /AE
<b>Background:</b>	The McNutt Road is project from the Dirt Road Paving List. Improvements in addition to paving include targeted road alignment, drainage conveyance, and utilities relocation. Dirt Roads paving is SPLOST approved projects. Dirt Roads paving is contingent upon donating right of way & easements, if needed. All needed right of way & easements are acquired and project is ready to go construction. The McNutt Road Project per designed alignment, it will become necessary for the Jefferson Energy (JE) to remove, relocate or make certain adjustments to its existing facilities. The Company asserts certain prior rights to the McNutt Road right of way, hence, Augusta will share cost of relocation. McNutt Road Project per designed alignment, it will become necessary for the JE to remove, relocate or make certain adjustments to its existing facilities. The Company asserts certain prior rights to the McNutt Road right of way, hence, Augusta will share cost of relocation
<b>Analysis:</b>	October 17, 2023 Augusta Commission approved entering agreement with JE for relocation of its facilities. However, JE updated its 2023 cost estimate and notified Augusta Engineering on September 5, 2024 its facilities relocation cost escalation an amount of \$147,863.54. This is a cost that is required to be paid by the Augusta to complete needed improvements.
<b>Financial Impact:</b>	Funds in amount of \$147,863.54 available in Engineering SPLOST 7-Paving Direct Roads.
<b>Alternatives:</b>	Not proposed.
<b>Recommendation:</b>	Approve Supplement funding in amount of \$147,863.54 to an agreement with Jefferson Energy (JE) for McNutt Road Improvements Project, stating

that the City of Augusta will pay for the JE Facility Relocation Cost on McNutt Road Dirt Road Paving Project in accordance with the JE estimate.

**Funds are available in the following accounts:** (\$147,863.54) 329-041110-54.14510 / 221829914-54.14510 – SPLOST 7-Paving Dirt Roads Funds

**REVIEWED AND**  
**APPROVED BY:** HM/sr





# Jefferson Energy Cooperative

An Electric Membership Corporation

Item 26.

3077 Highway 17 North  
Post Office Box 457  
Wrens, Georgia 30833  
Telephone (706) 547-2167  
Facsimile (706) 547-5075  
[www.jec.coop](http://www.jec.coop)

09/05/2024

ATTN: Alexander Sanchez  
Augusta Engineering & Services Department  
452 Walker St. Suite 110  
Augusta, GA 30901

REF: McNutt RD/McNutt Way Paving Project Costs

Below is an updated relocation estimate for the entire McNutt RD/McNutt Way project in Richmond County, GA. The new cost estimate will require a supplement of \$147,863.54 additional cost.

Retire/installation construction:	\$328,990.37
Row clearing:	\$2,400.00
Engineering cost:	\$31,015.75
<b>Total:</b>	<b>\$362,406.12</b>

The increase from 2023 to 2024 is primarily from the recent change in our Estimate Safety Adder from 20% to 100%, which is implemented to prevent underestimation. JEC will recuperate all costs associated with this project by deducting the *actual project cost* from our annual franchise payment to Augusta Richmond County as defined in Section II, Paragraph 2 of the current franchise agreement.

## 2023 Quote:

Labor: \$110,565.30  
Material: \$48,707.05  
Right of Way Clearing: \$2,400.00  
Estimate Safety Adder: \$31,854.48 (20% of Labor and Material)  
Engineering Estimate: \$21,015.75  
**Total Estimate: \$214,542.58**

## 2024 Quote:

Labor: \$110,905.57  
Material: \$53,589.61  
Right of Way Clearing: \$2,400.00  
Estimate Safety Adder: \$164,495.19 (100% of Labor and Material)  
Engineering Estimate: \$31,015.75  
**Total Estimate: \$362,406.12**

Craig Pardue  
System Engineering Supervisor  
Jefferson Energy Cooperative

Jefferson Energy Cooperative is an equal opportunity provider and employer.



## Engineering Services Committee Meeting

Meeting Date: October 29, 2024

Wrightsboro Road Reconstruction and Pedestrian Improvements

(Jackson Road to Highland Ave)- CEI Services

RFQ Item: 19-238 File Reference: 24-014 (A)

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<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve Supplement funding (SA4) to CHA in the amount of \$10,000.00 for the Wrightsboro Rd (Jackson Rd. to Highland Ave.) Improvements Construction Phase CEI Services. AE/RFQ 19-238
<b>Background:</b>	Wrightsboro Road Reconstruction & Pedestrian Improvements project is an approved SPLOST project. The improvements consist of improving roadway safety by reconstructing & paving road travel lanes, reconstructing targeted curb and gutter, sidewalks and improving the storm water system. The project will improve roadway safety. Project construction is under contract and construction will commence soon. Construction Phase requires design related coordination with utilities, resolution of constructability conflicts, review of contractor construction documents submittals, and request for field information (CEI) that warrants design engineer services.
<b>Analysis:</b>	On December 3, 2019, Augusta Commission awarded Wrightsboro Road Design Professional Services to CHA Companies (formerly Wolverton & Assoc.). The project is now in construction phase. This supplemental agreement covers services during construction phase for contractor request for field information, utility conflicts assessment & resolution, field engineering, and attending construction progress meetings.
<b>Financial Impact:</b>	Funds in the amount of \$10,000.00 are available in Project SPLOST reallocated Funds.
<b>Alternatives:</b>	Do not approve and find alternative to perform CEI services.
<b>Recommendation:</b>	Approve Supplement funding (SA4) to CHA in the amount of \$10,000 for the Wrightsboro Road Reconstruction & Pedestrian Improvements project (CEI). AE/RFP 19-283.
<b>Funds are available in the following accounts:</b>	(\$10,000) 328041110-54.14110 / 224828929-54.14110 SPLOST 6 reallocated funds
<b><u>REVIEWED AND APPROVED BY:</u></b>	HM/sr





July 29, 2024

Ms. June Hamal  
City of Augusta Engineering Department  
452 Walker Street, Suite 110  
Augusta, GA 30901

RE: Wrightsboro Road – Construction Services

Dear Ms. Hamal:

As you requested, this proposal is submitted for the purpose of providing construction phase services for the Wrightsboro Road Rehabilitation Project, which extends from Marks Church Road to just east of Highland Avenue. This fee will include responding to contractor questions and RFIs through the bidding and construction process. Construction inspection will be performed by others.

The majority of the project will be pavement rehabilitation and signal installation, with a few short segments of sidewalk and curb line reconstruction, to include a short retaining wall at Vanover Drive. CHA proposes an **hourly, not to exceed amount of \$10,000.00** due to the unknown nature of questions.

As a reminder, this project was changed from full depth replacement to a deep mill and inlay due to cost. An “as directed” quantity was added for patching to account for areas of failure discovered during milling. It is assumed that the on-call inspectors will be making the judgements as to where this would be applied. However, if these are services that are needed from our team, we can accommodate items of this nature within the proposed hourly budget as needed. It is likely that ISM would be performing these services.

If you have any questions or require changes to this scope, feel free to reach out to me at (706) 836-0596 or [lcassell@chasolutions.com](mailto:lcassell@chasolutions.com). We look forward to continuing our work with the City on this project.

Sincerely,

Leah G. Cassell, PE  
Senior Project Manager

**Wrightsboro Road  
Construction Services Hourly Rates**

<b>Item #</b>	<b>Billing Category</b>	<b>Hourly Rate*</b>
1	Project Manager (CHA)	\$230.00
2	Sr. Project Manager (ISM)	\$280.00
3	Construction Manager (ISM)	\$205.00
4	Engineer (CHA)	\$110.00

\* These hourly rates are in effect as of 7/29/2024 and may be revisited if the contract extends beyond 7/29/2025.

**ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT  
SUPPLEMENTAL AGREEMENT**

Item 27.

Augusta Richmond County Project Number(s):	#328-041110-54.14110/224828929
Supplemental Agreement Number:	3
Purchase Order Number:	20ENG836

WHEREAS, We, **CHA formerly "Wolverton & Associates, Inc."** Consultant, entered into a contract with Augusta-Richmond County on "February 6, 2020", Project No. 328-041110-224828929 File Reference No. 24-014(A), and

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

***Design And Engineering Services for Wrightsboro Rd (Jackson Rd. to  
Highland Ave.) Reconstruction and Pedestrian Improvements***

It is agreed that as a result of the above described modification the contract amount is increased by **\$10,000.00** from **\$1,338,583.75** to a new total of **\$1,348,583.75.**

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, **CHA formerly "Wolverton & Associates, Inc."**, Consultant, hereby agree to said Supplemental Agreement 2 consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**RECOMMEND FOR APPROVAL:**

CITY OF AUGUSTA-RICHMOND COUNTY  
AUGUSTA, GEORGIA

CHA (formerly Wolverton Associates, Inc.)

\_\_\_\_\_  
Tameka Allen, Administrator

Approved: Date \_\_\_\_\_

Approved: Date \_\_\_\_\_

[ATTACHED CORPORATE SEAL]

ATTEST:

ATTEST: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## Engineering Services Committee Meeting

Meeting Date: October 29, 2024

Additional Funding to supplement Design Consultant Services for Azalea Road for the East Augusta Roadway and Drainage Project

File Reference: 24-014 (A)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve supplemental funding for Design Consultant Services to Alfred Benesch & Company (formally WR Toole Engineers) in the amount of \$58,625.00 for Azalea Road/the East Augusta Roadway and Drainage Project. AE/ RFQ 06-202
<b>Background:</b>	<p>The East Augusta Street and Drainage Improvement project is an identified and partially funded project to address flooding and associated roadway improvements in the East Augusta area bounded by East Boundary Street, the Levee, I-520 and Laney Walker Blvd. The project consists of eight (8) phases. Three phases are complete and forth phase/Brunswick &amp; Azalea is substantially completed. However, additional improvements along Azalea Road are warranted for road drainage management.</p> <p>Remaining four (4) design is complete with exception of final construction plans. These phases are: Phase IV (Hornsby), Phase V (East Telfair), Phase Vi (East View Subdivision), and Phase VII (Riverside Park) drainage improvements. Construction phase of these four Phases improvements requires creation of final construction plans and letting phase engineering support services.</p>
<b>Analysis:</b>	On March 3, 2009 approved award of design phases of the project to WR Toole Engineers (now Alfred Benesh & Company). This supplemental funding covers Azalea Road drainage improvement additional design services. Management of Azalea road runoff management is critical to minimize its off road impact.
<b>Financial Impact:</b>	Funds in amount of \$58,625.00 available in SPLOST 8-Grading & Drainage.
<b>Alternatives:</b>	1). Do not approve and find alternative to complete the warranted improvements design Approve supplemental funding for Design Consultant Services to Alfred Benesch & Company (formally WR Toole Engineers) in the amount of \$58,625.00 for Azalea Road/the East Augusta Roadway and Drainage Project. AE/ RFQ 06-202.

**Recommendation:** Approve supplemental funding for Design Consultant Services to Alfred Benesch & Company (formally WR Toole Engineers) in the amount of \$58,625.00 for Azalea Road/the East Augusta Roadway and Drainage Project. AE/ RFQ 06-20202

**Funds are available in the following accounts:** (\$58,625.00) 330-044320-52.23110 / 222830907-52.23110 - SPLOST 8 - Grading & Drainage

**REVIEWED AND** HM/sr  
**APPROVED BY:**



May 15, 2024

Augusta Engineering Department  
Attention: Mrs. June Hamal  
452 Walker St., Suite 110  
Augusta, Georgia 30901

Reference: East Augusta Road and Drainage Improvements Phase III – Azalea Avenue  
Supplemental Proposal for Engineering Services (BEN #P2419194)

Dear Mrs. Hamal:

Benesch appreciates this opportunity to present a request for supplemental design fees to extend the design of the East Augusta Road and Drainage Improvements Project Phase III along Azalea Avenue and continued construction support. As requested in our field meeting with Augusta Engineering Department (AED) staff on Wednesday May 1, 2024, we have put together a proposal to develop construction plans to complete roadway improvements on Azalea Ave. from Wallace Street to East Cedar Street. We were also requested to evaluate “hot spot” areas within newly constructed improvements and provide solutions to mitigate the localized ponding. As part of our design team, we will use Toole Surveying to survey the project areas and develop a basemap for design. General phases of work will include Database and Construction Documents and Field Engineering. Below is our project approach, project assumptions, fee summary and schedule.

### **Phase 1 – Database**

A summary of tasks associated with Database will be completed as follows:

- Toole Surveying will complete a survey of the property of the areas defined from the field investigation on May 1, 2024. A location map highlighting these areas is attached in the proposal provided by Toole Surveying. In general, the survey limits include Azalea Avenue from East Cedar Street to Wallace Street, the length of Macon Avenue and smaller identified areas on East Espinosa Street and Wallace Street. Services will include:
  - Survey of Azalea Street from the centerline of Oak Street to the centerline of East Cedar Street. Survey to extend to the faces of the homes on Azalea Avenue and include driveway limits and grades.
  - Survey of pavement and curb and gutter within identified limits.
  - Survey of the newly constructed storm sewer system within the identified study areas.
  - Above ground utilities.

### **Phase 2 – Construction Documents and Field Engineering**

A summary of tasks associated with Construction Documents and Field Engineering will be completed as follows:

- Using surveyed basemap, Benesch will develop construction documents to be added to current East Augusta Roadway and Drainage Project – Phase III – Brunswick Avenue and Azalea Street construction plan set as a revision. These construction documents will include:
  - Construction plan
  - Roadway profile
  - Cross sections
  - Drainage profiles
  - Erosion control plan
  - Details not included in base set of construction documents for the East Augusta Phase III project.
- Benesch will develop a summary of quantities associated with the proposed improvements and submit them to AED staff.
- Throughout construction of these proposed improvements, Benesch will respond to requests for information, identify potential conflicts, and address any outstanding project items. Additionally, as requested, we will provide field engineering services to address conflict resolution and design modifications. Time commitments for construction support services are based upon the following:
  - 12 weekly construction meetings and miscellaneous inspections
  - Project Manager (2 hours / week)
  - Engineer (4 hours / week)

#### **Project Assumptions:**

The following design assumptions were made while preparing the scope for each project:

- As discussed in the field investigation meeting, the proposed construction documents will be developed through a design build process and included in the bid set of drawings as a revision.
- Opinions of probable Construction Cost are made based on experience, qualifications, and general familiarity with the construction industry. However, because we have no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, we cannot and do not guarantee that proposals, bids, or actual Construction Cost will not vary from the opinions of probable Construction Cost prepared.

#### **Project Exclusions:**

The proposed scope of work excludes the following services. Should these or other professional services be required, Benesch will respectfully provide a supplemental proposal based on a mutually established scope of work:

- Construction Management, and Inspection.
- Private Utility Locate
- SUE Services
- Structural Engineering
- Geotechnical Engineering
- Environmental Engineering/Permitting

#### **Schedule:**

Upon Notice to Proceed, Benesch will provide a full schedule outlining the development process. In general, the following outlines an estimation of project duration for each of the projects:

Phase IV – Hornsby Drainage Improvements:

- 1) Survey – 4 Weeks
- 2) Construction Plan Development – 4 Weeks

**Completion of Services & Additional Services**

We respectfully propose to work on an hourly rate basis against the following not to exceed fee lump sum. The lump sum fees are proposed given the assumed scope of work and professional time commitments noted above. We will not provide services exceeding this amount without written authorization from the Augusta Engineering Department. Monthly invoices will include a detailed breakdown of all time dedicated to the project.

- |  |                 |
|--|-----------------|
| • Phase 1 – Database (Toole Surveying)                   | <b>\$23,600</b> |
| • Phase 2 – Construction Documents and Field Engineering | <b>\$35,025</b> |
| ○ Field Engineering (\$11,640)                           |                 |

<b>Total Design and Engineering Support Services:</b>	Total <b><u>\$58,625</u></b>
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Again, thank you for this opportunity to submit a request for supplemental fees. Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Alfred Benesch & Company



Victor Conover, P.E., C.F.M.  
Project Manager

Attachments: Man-hour/Fee Estimate  
Toole Surveying Proposal





## **Toole Surveying Company, Inc.**

308 Fourth Street · Augusta, Georgia 30901  
(Voice) 706-722-4115 · (Fax) 706-722-4118 · [www.toolesurveying.com](http://www.toolesurveying.com)

May 10, 2024

Alfred Benesch & Company, Inc.  
1005 Broad Street  
Augusta, Georgia 30901

Attention: Victor Conover, P.E.

Subject: East Augusta Drainage Improvements - Phase III  
Database Preparation  
TSC Proposal P24015

Toole Surveying Company, Inc. appreciates this opportunity to propose our surveying services to you for the above-referenced project. The following proposal briefly outlines our scope of services, a time frame for completion, and the cost associated with these services.

### **SCOPE OF SERVICES**

Toole Surveying Company (TSC) will provide the following services:

- An as-built - topographic map of the areas delineated in red on a PDF provided by you. Areas to be included are described below.
- Azalea Street from the center line of Oak Street to the CL of Cedar Street, extending from the back of the sidewalk on the south side to the face of the houses on the north side. Permission to access fenced, privately owned areas will need to be obtained by the Augusta Engineering Department.
- Macon Avenue will extend from Azalea Street to its termination. The width of the mapping will be from the back of sidewalk to 5' behind the back of curb.
- Espinosa Street from the catch basin east to the existing sidewalk as shown on page 3.
- Wallace Street from the indicated catch basin north to the driveway at 610 Wallace Street as shown on page 3.
- The intersection of Wallace Street and Aiken Street north through the driveway at 710 Wallace Street as shown on page 3.
- Location of all visible / accessible drainage manholes including the top / invert elevation, pipe size and type within the project areas will be mapped.
- Trees along the corridor with a caliper over 24" will be located. Otherwise, tree / brush lines will be shown.
- Property lines will be compiled from previous mapping and GIS data. Certified property lines are not included in this scope of services.
- Wetland delineation and mapping are not included in this scope of work.

### **TOPOGRAPHIC MAPPING**

The topographic survey will show 1-foot contour intervals based on a minimum 50' varying grid including spot shots on adjoining roadways, driveways and other paved surfaces in a manner sufficient to provide a clear understanding of existing conditions. Vertical control will be based on NAVD 1988 Datum. A minimum of four benchmarks will be established for the project.

**UTILITIES**

TSC will be responsible for the location of storm sewer systems and visible above ground utilities within the project area. Sanitary Sewer information will be compiled from previous surveys if available. Toole Surveying Co. assumes no liability for the inclusion or accurate location of non-visible underground utilities. A qualified sub-surface utility engineer can be retained to provide utility location if needed. Private sub-surface utility spray locate services are not included in this scope of services.

**FEES**

These services will be provided for the Lump Sum Fees of:

Task S01 -Topographic Mapping Phase III	\$23,600.00
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**DELIVERABLES**

- A 2022 Civil 3D ACAD file of the project area. (Individual sheets will not be set up.)

**TIME-FRAME**

Field services will be initiated within 3 working day of written authorization to proceed. The final product should be ready within 20 days thereafter.

Again, Toole Surveying Company, Inc. appreciates the opportunity to propose our professional services to you. Should you have any questions regarding the information contained herein, please do not hesitate to contact us. We look forward to working with you on this project.

Sincerely,

Toole Surveying Company, Inc.

Barry A. Toole, P.L.S.  
Project Manager

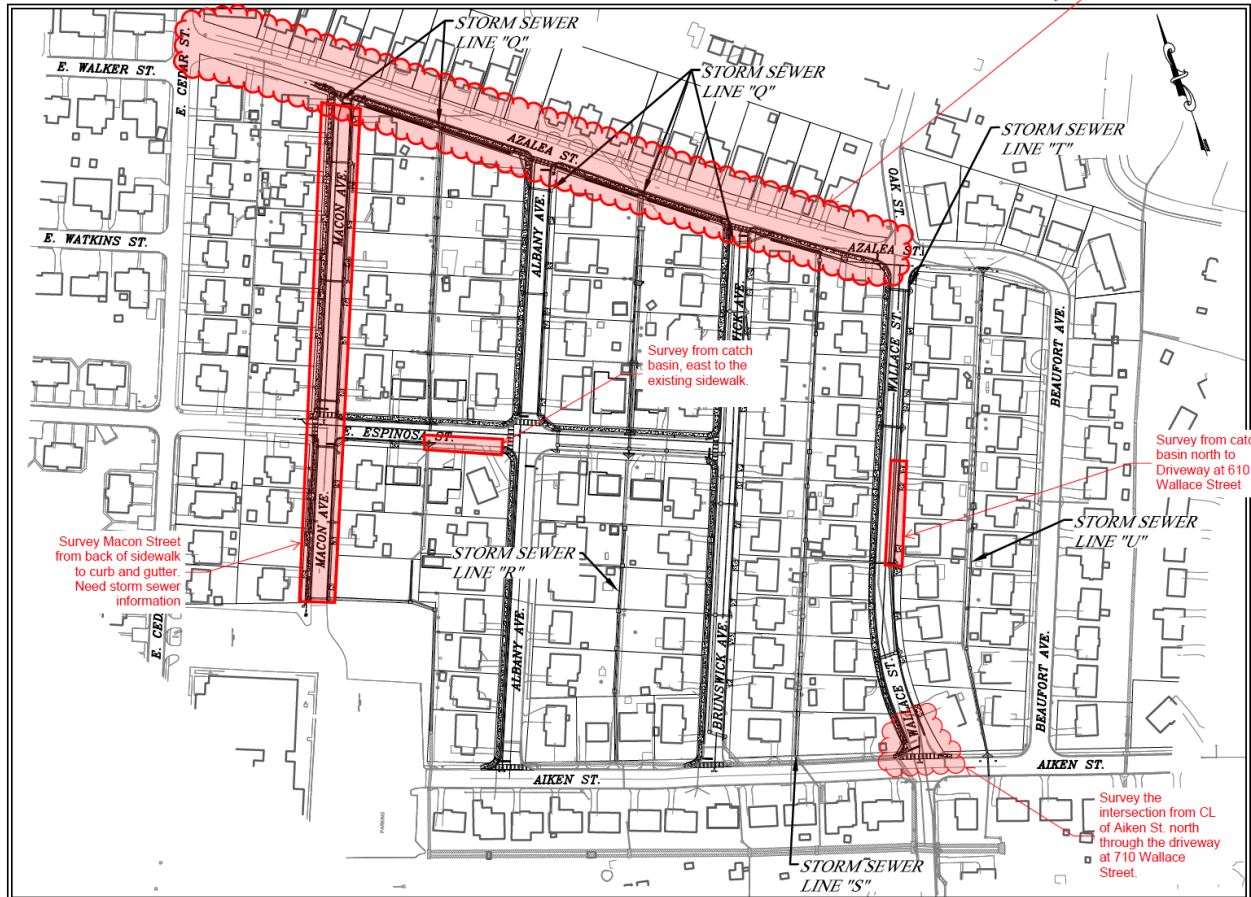
# AUGUSTA, GEORGIA ENGINEERING DEPARTMENT

## PROJECT NUMBER: #

### ORIGINAL RELEASE DATE: APRIL 30, 2021

Survey Azalea Avenue from CL of Oak Street to the CL of Cedar Street. Limits of survey the up to the face of the homes, need driveway information

need storm sewer information



NOT TO SCALE

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

Item 28.

Augusta Richmond County Project Number(s):	330-044320-5223110/222830907-5223110
Supplemental Agreement Number:	6
Purchase Order Number:	22ENG182 / P163878

**WHEREAS**, We, **Alfred Benesch & Company** entered into a contract with Augusta-Richmond County on March 17, 2009, for Engineering Design Services for **East Augusta Roadway & Drainage Improvement Project**, File Reference No. 09-014 (A), and

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

***Additional Funding to supplement Design Consultant Services for Azalea Road for the East Augusta Roadway and Drainage Project***

It is agreed that as a result of the above described modification the contract amount is increased by **\$58,625.00** from **\$1,297,072.00** to a new total of **\$1,355,697.00.**

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**RECOMMEND FOR APPROVAL:**

CITY OF AUGUSTA-RICHMOND COUNTY  
AUGUSTA, GEORGIA

ALFRED BENESCH & COMPANY

\_\_\_\_\_  
Honorable Garnett L. Johnson, Mayor

Approved: Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Approved: Date \_\_\_\_\_

***[ATTACHED CORPORATE SEAL]***

ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_





## Engineering Services Committee Meeting

Meeting Date: October 29, 2024

Telfair St and 13<sup>th</sup> St Improvements Projects

Design Services for Roadway Improvements

TIA Project # RC07-000148 / PI #0011409 & RC07-001223 / PI #0011424

RFP Item: 18-266

File Reference 24-014 (T)

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<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve Supplement funding (SA4) to Goodwyne, Mills & Caewood (GMC) in the amount of \$78,280.00 for the 13th Street & Telfair Street Improvements TIA Projects Construction Phase Services (CEI). AE/RFP 18-266
<b>Background:</b>	The Telfair Street & 13th Street Improvements are projects from the “Approved Investment List” of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. These are Band 3 projects. The project improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system. The project will improve pedestrian safety at intersections with new high visibility crosswalks and organize the existing parallel parking. Project is in letting and construction will commence soon. Construction Phase requires design related coordination with utilities, resolution of constructability conflicts, review of contractor construction documents submittals, and request for field information (CEI) that warrants design engineer services.
<b>Analysis:</b>	In May 2019, commission approved award of design phase of the project to GMC. The project is now under construction. Several unforeseen factors (such as utilities vault & tree root system) are contributing design firm extensive involvement. This supplemental agreement covers continuity of services during construction phase for contractor request for field information, utility conflicts assessment & resolution, field engineering, and attending construction progress meetings.
<b>Financial Impact:</b>	Projects TIA Projects (Telfair Street: \$40,000 & 13th Street: \$38,280)
<b>Alternatives:</b>	Do not approve and find alternative to perform CEI services.

**Recommendation:** Approve Supplement funding (SA4) to Goodwyne, Mills & Cawood (Civic) in the amount of \$78,280.00 for the 13th Street & Telfair Street Improvements TIA Projects Construction Phase Services (CEI). AE/ RFP 18-266

**Funds are available in the following accounts:** \$78,280 – Project TIA funds;  
(\$40,000) 371041110-54.14110 / T15041223-54.14110 – Telfair St  
(\$38,280) 371041110-54.14110 / T15040148-54.14110 – 13th Street

**REVIEWED AND**  
**APPROVED BY:** HM/sr


**Goodwyn Mills Cawood**

801 Broad Street  
Suite 900  
Augusta, GA 30901

T (706) 303-3272  
F (770) 955-1064

www.gmcnetwork.com

September 16, 2024

Dr. Hameed Malik, PE  
Director of Engineering  
Augusta Engineering Department  
452 Walker Street, Suite 110  
Augusta, GA 30901

**RE: Supplemental Agreement #1 for CA on 13<sup>th</sup> Street and Telfair Street**

Dr. Malik,

Goodwyn Mills & Cawood (GMC) proposes to provide a Supplemental Agreement for the Construction Engineering Services (CES) for the 13<sup>th</sup> Street and Telfair Street Improvement Projects. This supplemental includes work for two tasks: (1) additional funding to provide an **extension to CES** offered at the start of the construction work on 13<sup>th</sup> and Telfair and (2) services to provide **inspection and design for the vault** on 13<sup>th</sup> Street.

**(1.) Extension to CES**
**Scope**

- **RFI Review and Response** – GMC will review and respond to RFIs as requested by Contractor and directed by AED.
- **Attend Construction Meetings** – GMC will attend scheduled construction meetings to assist with any design related topics at the request of AED staff as needed
- **Final Walkthrough**
- **Verify As-Builts** (if needed)

**Fee**

Construction Engineering Services (CES)      \$ 40,000

**TOTAL (Not to Exceed)    \$40,000**

*Construction Engineering Services (CES) will be billed as **HOURLY***

**Note:** The hourly limit was set based utilizing a Professional I Project Manager for the majority of the work and will be capped at 240 hours. This work will be billed on a **time and materials basis** in accordance with GMC's attached 2024 Standard Rate and Fee Schedule.

**Assumptions**

- As with the initial CES contract, AED Staff will serve as Point of Contact for information and direction during construction.



## (2.) 13<sup>TH</sup> Street Vault Inspection and Repair Design

### Scope

- **Inspection** – CSI will perform a hands-on field inspection and verification of conditions of the drainage structure. The purpose of this inspection is to accurately document defects in such detail that repair documents may be developed. We will photograph all defects to evaluate the best repair procedure and approach. An inspection report will not be produced but a catalog of photographs showing damage and defects will be provided if desired. The inspection team will mobilize to the site for one (1) site visit and will be led by a Professional Engineer.
- **Repair Design** – After inspection is complete and AED has approved the proposed repair provided by CSI (acting as a sub-consultant for GMC), plans will be developed to repair the spalled and deteriorated concrete and design for a new concrete slab to replace the failed slab will be completed.
- **Meetings and Coordination** with Contractor and AED for CSI work. This includes field visits, update calls, emails, file sharing and any other coordination that will be required to complete the work.
- **Administrative**

### Fee

Inspection	\$ 7,800
Repair Design	\$ 24,100
Meetings and Coordination	\$ 4,380
Administrative	\$ 2,000
<b>TOTAL</b>	<b>\$ 38,280</b>

*Inspection and Design services related to the vault will be billed as **LUMP SUM**.*

### Assumptions

- Cost does not include design of new supporting members (framing system) to support the new slab. The existing support condition is assumed to be in good condition.
- Fees do not provide for CSX coordination and do not include any correspondence with them for this work.
- GDOT coordination is not assumed to be needed, therefore, fees do not include costs to provide.
- The City of Augusta will provide assistance to make sure the vault is void of water with regards to accessibility. It is understood that the City can drop the water level in the canal in the area near the vault and has the potential to also have a pump handy if needed.

**Total fee for both tasks, (1) and (2), is \$78,280** and will be paid as **\$40,000** (billed hourly with NTE amount) for an extension on the CA work and **\$38,280** (billed as lump sum) for the vault inspection and repair design.



We are hopeful that this approach meets your expectations and we are grateful for the opportunity to continue serving the City of Augusta.

Please let us know if you have any questions or need any additional information.

Thank you,

GOODWYN MILLS CAWOOD, LLC

A handwritten signature in blue ink that reads 'Rhonda Davis'.

Rhonda Davis, PE  
Augusta Office Leader

**Enclosure**

2024 Standard Rate and Fee Schedule



**2024**  
**Standard Rate and Fee Schedule**

Standard Hourly Rates

Executive Vice President	\$ 300.00
Senior Vice President	\$ 250.00
Vice President	\$ 225.00
Senior Professional (Architect, Engineer Regional Technical Leader, Surveyor, Interior Design, Scientist, Project Manager)	\$ 250.00
Professional III (Architect, Engineer Design Manager, Surveyor, Interior Design, Scientist, Project Manager)	\$ 230.00
Professional II (Architect, Engineer State Technical Leader, Surveyor, Interior Design, Scientist, Project Manager)	\$ 210.00
Professional I (Architect, Engineer Design Coordinator, Surveyor, Interior Design, Scientist, Project Manager)	\$ 195.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 160.00
Professional Staff III (Architect, Project Professional, Interior Design, Scientist)	\$ 140.00
Professional Staff II (Architect, Staff Professional, Interior Design, Scientist)	\$ 125.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 110.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 160.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 115.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 95.00
Intern II (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 90.00
Intern I (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 75.00
Executive Administrative Assistant	\$ 115.00
Administrative Assistant II	\$ 95.00
Administrative Assistant I	\$ 75.00
Field Survey:	
Survey Crew (four-man survey crew)	\$ 340.00
Survey Crew (three-man survey crew)	\$ 270.00
Survey Crew (two-man survey crew)	\$ 200.00
Field Tech III	\$ 115.00
Field Tech II	\$ 85.00
Field Tech I	\$ 70.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.67 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost plus twenty percent
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day

**ENGINEERING DEPARTMENT  
SUPPLEMENTAL AGREEMENT**

Item 29.

Augusta Richmond County Project Number(s):	371-041110-T15041223 / 371-041110-T15040148
GDOT Number (s):	RC07-001223 PI 0011424
Supplemental Agreement Number:	4
Purchase Order Number:	19ENG753

WHEREAS, We, **Goodwyn, Mills & Cawood (GMC)**. Consultant, entered into a contract with Augusta-Richmond County on July 31, 2019, for engineering design services associated with the improvements to **13<sup>th</sup> Street Improvements**. Project RC07-001223, PI 0011424, File Reference No. 20-014 (T), and

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

*Fee for Construction Engineering Services for 13<sup>th</sup> Street*

It is agreed that as a result of the above-described modifications the contract amount is increased by **\$78,280.00** from **\$492,666.88** to a new total of **\$540,946.88**

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, **Goodwyn, Mills & Cawood (GMC)**. Consultant, hereby agree to said Supplemental Agreement consisting of the above mentioned item and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

**RECOMMEND FOR APPROVAL:**

CITY OF AUGUSTA-RICHMOND COUNTY  
AUGUSTA, GEORGIA

Goodwyn, Mills & Cawood (GMC).

\_\_\_\_\_  
**Garnett L. Johnson, Mayor**

Approved Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Title:

\_\_\_\_\_

\_\_\_\_\_  
Approved: Date:

[ATTACHED CORPORATE SEAL]

ATTEST:

\_\_\_\_\_

Title:

\_\_\_\_\_



August 29, 2024

**Augusta Engineering Department**

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

Re: Proposal for CEI and Materials Testing Services for McNutt Rd - Richmond Co.

Dear Ms. Hamal,

Per your request, it is our pleasure to submit Atlas' cost proposal to the Augusta Engineering Department (AED) to perform Construction Engineering and Inspection (CEI) and materials testing services for the McNutt Road project. Based on a review of the plans, this project is approximately two miles in length and consists of erosion control, base, drainage, miscellaneous concrete, guardrail, GAB, and asphalt paving. pavement This project includes federal funds. We propose to provide full-time construction inspection and on-call services as needed for project management and materials testing.

We have reviewed the project characteristics and the construction plans. The proposed cost to provide CEI and materials testing services for the project would be for total amount not to exceed \$287,970 and estimated project duration of 24 months (2 yrs.). Pricing for the project is noted in the table below.

CEI & MATERIALS TESTING	HRS/Days	RATE	TOTAL
Project Manager Oversight (Avg 2 hrs./wk.)	208 hrs.	\$85/HR	\$17,680
Senior Inspector - Full-time (Avg 245 working days/yr.)	490 days	\$496/Day	\$243,040
Materials Testing per RFP-179	-	-	\$27,250
Total Not to Exceed	287,970		

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

Sincerely,

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

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





## Engineering Services Committee Meeting

Meeting Date: October 29, 2024

McNutt Rd Improvements Project

Construction Material Inspection & Testing, Construction Monitoring & QA/QC, and Geotechnical Services

RFP 19-179

File Reference 24-014 (A)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of \$287,970.00 for McNutt Dirt Road Improvements Project. Atlas assigned to McNutt Road construction. AE/RFP 19-179
<b>Background:</b>	<p>The Project is one of several dirt roads on list of paving. Dirt Rd Paving is on SPLOST approved projects list and Engineering SPLOST 7 has partial funding to support the construction. Augusta Engineering initiated McNutt Road improvement design in 2019 and final construction plans and associated needed easements were completed in 2023. The project is ready for construction and construction bids opened on September 6, 2024. Construction contract award recommendations will be presented to Augusta Commission soon and accordingly construction will commence. Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation Services are integral part of construction activities to ensure improvements quality control and quality assurance and construction per design.</p>
<b>Analysis:</b>	<p>On August 2019, commission approved award of CMT_Geotech Services contract with Atlas (ATC Group Services LLC), Matrix Engineering Group, Inc. (MEG), and MC Squared, Inc. (MC2) being the selected firms. Atlas assigned to Broad Street construction. The assistance of outside construction services will help AED ensuring a quality finish roadway infrastructure. It is a practical approach to sustain much needed construction QA/QC during construction phase of a project.</p>
<b>Financial Impact:</b>	<p>Funds are available in Engineering SPLOST as follow.</p> <p>SPLOST 7 - Dirt Road Paving: \$153,672.00</p> <p>SPLOST 8 - Road Resurfacing: \$134,298.00</p>

<b>Alternatives:</b>	1. Do not approve and find alternative way to provide required CMT_Geotech, Construction QA/QC Services.
<b>Recommendation:</b>	Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT Geotech) Services contract in the amount of \$287,970.00 for McNutt Dirt Road Improvements Project. Atlas assigned to McNutt Road construction. AE/RFP 19-179
<b>Funds are available in the following accounts:</b>	<p>(\$287,970) Engineering SPLOST 7 &amp; 8 (\$153,672.00 &amp; \$134,298.00)</p> <p>-\$153,672 – 329-041110-54.14110 / 221829914-54.14110 (SPLOST 7)</p> <p>-\$134,298 – 330-041120-54.14110 / 222830908-54.14110 (SPLOST 8)</p>
<b><u>REVIEWED AND APPROVED BY:</u></b>	HM/sr



## Engineering Services Committee Meeting

Meeting Date: October 29, 2024

5<sup>th</sup> & 6<sup>th</sup> St Improvements Projects (PI #0011415 / 0011421)

Construction Material Inspection & Testing, Construction Monitoring & QA/QC, and Geotechnical Services

RFP 19-179

File Reference 24-014 (T)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT_Geotech) Services contract in the amount of \$61,420.00 for 5th & 6th Streets Improvements Projects. MC2 assigned to 5th & 6th Streets construction. AE/RFP 19-179
<b>Background:</b>	The 5th Street and 6th Streets Improvements are projects from the “Approved Investment List” of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. These are Band 3 projects and TIA funds are allocated for construction. Project is under construction. Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation Services are integral part of construction activities to ensure improvements quality control and quality assurance and construction per design.
<b>Analysis:</b>	On August 2019, commission approved award of CMT_Geotech Services contract with Atlas (ATC Group Services LLC), Matrix Engineering Group, Inc. (MEG), and MC Squared, Inc. (MC2) being the selected firms. MC2 is assigned to 5th & 6th Streets construction. Construction quality assurance & quality control (QA/QC) is essential to construction of good roads and is TIA program requirement. Construction is in progress and hence continuity of MC2 service is warranted. Requested Supplemental funding is needed to cover cost of MC2 services.
<b>Financial Impact:</b>	Funds are available in 6th Street Project TIA Funds.
<b>Alternatives:</b>	1. Do not approve and find alternative way to provide required CMT_Geotech, Construction QA/QC Services and meet TIA construction QA/QC requirements.
<b>Recommendation:</b>	Approve the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and

Investigation (CMT\_Geotech) Services contract in the amount of \$61,420 for 5th & 6th Streets Improvements Projects. MC2 assigned to 5th & 6th Streets construction. AE/RFP 19-179.

**Funds are available in the following accounts:** ( \$61,420) 371041110-54.14110 / T15041220-54.14110 - 6th Street Project TIA Funds

**REVIEWED AND** HM/sr  
**APPROVED BY:**



**Construction Materials Testing and Special Inspections(3 additional months)  
5TH & 6TH Street Improvements  
Augusta, GA  
MC² Proposal No. A102201.217\_C**

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)
<b>ITEM 1 - Construction Materials Testing Services:</b> <ul style="list-style-type: none"> <li>- Attendance of weekly site meetings</li> <li>- Subgrade evaluations</li> <li>- Soil backfill monitoring</li> <li>- Soil backfill compaction testing</li> <li>- Bearing capacity evaluation</li> <li>- GAB testing</li> <li>- Nuclear gauge density testing</li> <li>- Asphalt temperature determination</li> </ul>	4 hrs/day x 90 days x <b>\$62/hr</b>	\$ 22,320.00
<b>ITEM 2 - Staff Engineer &amp; Professional Engineers:</b> <ul style="list-style-type: none"> <li>- Field Staff engineer for documentation of construction activities</li> </ul>	4 hrs/day x 90 days x <b>\$85/hr</b>	\$ 30,600.00
<b>ITEM 3 - Laboratory Testing for Soil / Asphalt</b> <ul style="list-style-type: none"> <li>- Soil standard and modified proctors</li> <li>- Gradations</li> <li>- Atterberg limits</li> <li>- Asphalt Specific Gravity testing</li> </ul>	LUMP SUM	\$ 1,000.00
<b>ITEM 4 - Laboratory Testing for Concrete Cylinders</b> <ul style="list-style-type: none"> <li>- Concrete cylinder pick-up and transportation to lab</li> <li>- Compressive strength testing</li> </ul>	LUMP SUM	\$ 7,500.00
	<b>Estimate Maximum Fee:</b>	<b>\$ 61,420.00</b>

**Notes:**

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



## Engineering Services Committee Meeting

Meeting Date: October 29, 2024

Wheeler Rd (CR601) from I-20 to Augusta West Pkwy (CR84)

PI #0012867 / Bid Item #24-213

File Reference 24-014 (A)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve award of Construction Contract to E R Snell Contractor, Inc. (ER Snell) subject to Value Engineering and in the amount of \$5,027,990.71 for Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84) Improvements Project (PI# 0012867), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0012867 Construction Contract. AE / Bid 24-213
<b>Background:</b>	The Project is one of three traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. Project cost is partially paid by FHAW federal funds as cost sharing project. The purpose of this project is gaining operation efficiency by widening/reconfiguration of the intersections to allow for left turn lane. Roadway improvements require relocation of utilities facilities. Project is ready for construction and in letting now.
<b>Analysis:</b>	<p>Bids received on July 31, 2024 and were evaluated based on criteria outlined in Bid document. ER Snell being the low responsible Bidder. Following contractors submitted proposal.</p> <ol style="list-style-type: none"> <li>1. E R Snell Contractor, Inc.      \$5,027,990.71</li> <li>2. Reeves Construction Co.      \$5,866,153.71</li> <li>3. JHC Corporation      \$7,171,692.50</li> </ol>
<b>Financial Impact:</b>	Funds are available in amount of \$5,027,990.71 (Federal: \$3,003,577.60, SPLOST8-Traffic Operation: \$1,024,413.11 & SPLOST8-Traffic Safety Improvements: 1,000,000)
<b>Alternatives:</b>	Do not approve and abandon the project.
<b>Recommendation:</b>	Approve award of Construction Contract to E R Snell Contractor, Inc. (ER Snell) subject to Value Engineering and in the amount of \$5,027,990.71 for Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84) Improvements Project (PI# 0012867), subject to receipt of signed contract

proper bonds and other associated documents. Award is also subject to  
GDOT & Augusta, Georgia execution of PI# 0012867 Construction Contract.  
AE / Bid 24-213

**Funds are available in** (\$5,027,990.71)

**the following accounts:**

-\$3,003,577.60 – 340-041110-54.14110 / TP1807002

-\$1,024,413.11 – 330-041110-54.14110 / 222830904-54.14110 – SPLOST 8  
Traffic Operations

-\$1,000,000 – 330-041110-54.14110 / 222830909-54.14110 - SPLOST 8  
Traffic Safety

**REVIEWED AND**  
**APPROVED BY:**

HM/sr

## Invitation to Bid

Item 32.

Sealed bids will be received at this office until **Wednesday, July 31, 2024 @ 3:00 p.m.** via ZOOM Meeting ID: 834 2767 0166; Passcode: 24213 for furnishing:

### Bid Item #24-213

**Construction Services for CR 601/Wheeler Road from 1-20 to CR 84/Augusta West Parkway for Augusta, GA – Augusta Engineering and Environmental Services Department**

Bids will be received by Augusta, GA 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

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable is \$630.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.augustablue.com](http://www.augustablue.com)) at no charge through Augusta Blueprint (706 722-6488) beginning **Thursday, June 20, 2024**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

**Pre-Bid Conference will be held on Monday, July 15, 2024 @ 11:00 a.m. Via Zoom Meeting ID: 889 2138 2488; Passcode: 24213.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, July 16, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

No bid may be withdrawn for a period of **ninety (90)** days after Bids have been opened, pending the execution of contract with the successful vendor. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 110% payment bond will be required for award**

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

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

### TITLE VI

**Augusta in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.**

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

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

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

**No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle June 20, 27, 2024 and July 5, 11, 2024  
Metro Courier June 20, 2024

Revised: 6/20/2024





**Bid Opening Bid Item #24-213**  
**Construction Services for CR 601/Wheeler Road from 1-20 to CR 84/Augusta West Parkway**  
**for Augusta, GA - Engineering and Environmental Services Department**  
**Bid Due: Wednesday, July 31, 2024 @ 3:00 p.m.**

Total Number Specifications Mailed Out: 21  
 Total Number Specifications Download (Demandstar): 5  
 Total Electronic Notifications (Demandstar): 117  
 Total Packages Submitted: 3  
 Total Noncompliant: 0

Vendors	Attachment "B"	E-Verify Number	SAVE Form	Addendum 1	Bid Bond	Total Bid Price	Compliance Goal
Reeves Construction Co. 1 APAC Industrial Way Augusta, GA 30907	YES	667047	YES	YES	YES	\$5,866,153.71	YES
E.R. Snell Contractor, Inc. 1785 Oak Road Snellville, GA 30078	YES	22114	YES	YES	YES	\$5,027,990.71	YES
JHC Corporation 15 Fresh Bru Drive Newnan, GA 30263	YES	413897	YES	YES	YES	\$7,171,692.50	YES



## Compliance Department

**Phyllis Johnson**  
Compliance Director

### MEMORANDUM

**To:** Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *PJ*

**Date:** August 5, 2024

**Subject:** Bid Item # 24-213 – Construction Services for CR 601/Wheeler Rd from I-20 to CR 804/Augusta West Parkway

☒ This Bidder/Offeree **IS** eligible for award. ☐ This Bidder/Offeree **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeree, **E. R. Snell Contractor, Inc.** The Augusta, Georgia DBE Program for U.S. DOT – FHWA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 24-213 – Construction Services for CR 601/Wheeler Rd from I-20 to CR 804/Augusta West Parkway for Augusta, Georgia, is 10%. The bidder/offeree has committed to a minimum of **10.02%** and did submit the required forms, is responsive, and has satisfied the good faith efforts.

**This bidder/offeree is eligible for award.**

Should this bidder/offeree be selected for this Bid, upon award, the Compliance Department, DBE Division will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.

**Compliance Department****Phyllis Johnson  
Compliance Director****MEMORANDUM**

**To:** Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *PJ*

**Date:** August 5, 2024

**Subject:** Bid Item # 24-213 – Construction Services for CR 601/Wheeler Rd from I-20 to CR 804/Augusta West Parkway

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Reeves Construction Company**. The Augusta, Georgia DBE Program for U.S. DOT – FHWA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 24-213 – Construction Services for CR 601/Wheeler Rd from I-20 to CR 804/Augusta West Parkway for Augusta, Georgia, is **10%**. The bidder/offeror has committed to a minimum of **10%** and did submit the required forms, is responsive, and has satisfied the good faith efforts.

**This bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this Bid, upon award, the Compliance Department, DBE Division will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.

**Compliance Department****Phyllis Johnson  
Compliance Director****MEMORANDUM**

**To:** Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *pg*

**Date:** August 5, 2024

**Subject:** Bid Item # 24-213 – Construction Services for CR 601/Wheeler Rd from I-20 to CR 804/Augusta West Parkway

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **JHC Corporation**. The Augusta, Georgia DBE Program for U.S. DOT – FHWA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 24-213 – Construction Services for CR 601/Wheeler Rd from I-20 to CR 804/Augusta West Parkway for Augusta, Georgia, is **10%**. **The bidder/offeror has committed to a minimum of 10% and did submit the required forms, is responsive, and has satisfied the good faith efforts.**

**This bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this Bid, upon award, the Compliance Department, DBE Division will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.


Should you have questions, please contact me at (706) 826-1325.

**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:** Monday, August 26, 2024

**SUBJECT:** Wheeler Road (CR601) from I-20 to Augusta West Parkway (CR84) Improvements for Augusta, GA -Engineering & Environmental Department  
GDOT PI# 0012867 / Bid: 24-213  
File Reference: 24-014(A)

It is recommendation of Augusta Engineering to award Bid 24-213 / Wheeler Road (from I-20 to Augusta West Parkway) Improvements project to the lowest qualified bidder, E R Snell Contractor, Inc. (ER Snell) subject to ER Snell's bid review by Georgia Department of Transportation (GDOT), project being federal funded project. Accordingly, Augusta Engineering will prepare bid contract award agenda item for Augusta Commission approval. Contract award will be contingent upon ER Snell submitting all required documents such as bid bonds, insurance documents, FHWA required documents (if needed).

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  
Compliance Department  
John Ussery, PE, June Hamal, & Tevia Brown -Augusta Engineering  
Program File

Department

Project Name:

Project Description:

Start Date:

Completion Date:

Project Phase   
- (Design or Construction)

total Project Budget (all Sources )

Funding	
Source of Funds (SPLOST, TIA, LMIG, etc)	FHWA (Fed)
FHWA - Federal Funding	3,003,578
Local Match (Traffic Safety)	-
Additional - SPLOST (Traffic Safety)	
Total Funding	3,003,578

Expenditures	
Description	Object Code
Roads (RCD)	54.14110
Roads (RCD)	54.14110
Roads (RCD)	54.1411
TOTAL	
Variance (shoud be -0-)	

<b>Engineering &amp; Environmental Services</b>
<b>d from I-20 to Augusta West Parkway - PI 12867</b>
<b>h E. R. Snell for Wheeler Rd from I-20 to Augusta West Parkway Improvements project (TIP)</b>

SPLOST 8			TOTAL
-			3,003,578
1,024,413			1,024,413
1,000,000			1,000,000
-			-
-			-
-			-
2,024,413	-	-	5,027,991
-	-	-	3,003,578
1,024,413	-	-	1,024,413
1,000,000	-	-	1,000,000
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
2,024,413	-	-	5,027,991
0	-	-	(0)

## AUGUSTA ENGINEERING DEPARTMENT

CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway

**SECTION 3: BID PROPOSAL**Date: July 31, 2024

Gentlemen:

In compliance with your invitation for bids dated July 31, 2024, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

**CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway  
PI# 0012867**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

Five million, Twenty seven thousand, nine hundred  
ninety dollars and seventy one cents DOLLARS  
(\$5,027,990.71)

The undersigned hereby agrees that, upon written acceptance of this bid, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work within 10 calendar days after the date of written notice to proceed, and that he will complete all work within 545 calendar days.

The undersigned acknowledges receipt of the following addenda:

Addendum Number:

Addendum Date:

17/24/24

Respectfully submitted:

E.P. Snel Contractor Inc.  
(Name of the Firm)

1785 Oak Rd, Snellville, GA 30078  
(Business Address)

By: TJWTitle: Vice President



**AUGUSTA ENGINEERING DEPARTMENT**  
**CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway**

000-1000	Force Account	1	LS	\$400,000	\$400,000
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WHEELER ROAD FROM I-20 to CR 804/AUGUSTA WEST PKWAY					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
150-1000	TRAFFIC CONTROL -- 0012867	1	LS	126100.00	126,100.00
210-0100	GRADING COMPLETE -- 0012867	1	LS	814850.01	814,850.00
318-3000	AGGR SURF CRS	275	TN	85.75	23,581.25
402-1801	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL	35	TN	512.00	17,920.00
441-0016	DRIVEWAY CONCRETE, 6 IN TK	19	SY	128.00	2,432.00
441-0104	CONC SIDEWALK, 4 IN	3383	SY	74.75	252,879.25
441-0108	CONC SIDEWALK, 8 IN	966	SY	148.00	142,968.00
441-0740	CONCRETE MEDIAN, 4 IN	429	SY	68.75	29,493.75
441-0748	CONCRETE MEDIAN, 6 IN	114	SY	140.00	15,960.00
441-4020	CONC VALLEY GUTTER, 6 IN	460	SY	162.00	74,520.00
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	475	LF	37.25	17,693.75
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	1689	LF	37.25	62,915.25
441-6022	CONC CURB & GUTTER, 6 IN X 30 IN, TP 2	1304	LF	40.75	53,138.00
441-6720	CONC CURB & GUTTER, 6 IN X 30 IN, TP 7	2700	LF	40.75	110,025.00
441-7012	CURB CUT WHEELCHAIR RAMP, TYPE B	1	EA	1750.00	1,750.00
610-0213	REM CHAIN LINK FENCE, 6 FT	235	LF	11.50	2,702.50
611-5015	RESET CHAIN LINK FENCE, 6 FT	235	LF	52.50	12,337.50
634-1200	RIGHT OF WAY MARKERS	98	EA	169.00	16,562.00
999-5200	DETECTABLE WARNING SURFACE	25	SF	88.75	2,218.75
310-1101	GR AGGR BASE CRS, INCL MATL	1035	TN	66.00	68,310.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	50	TN	387.00	19,350.00
402-3102	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, BLEND 1, INCL BITUM MATL & H LIME	101	TN	110.00	11,210.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	213	TN	220.00	46,860.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	655	TN	108.00	70,740.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	234	TN	274.00	64,116.00
402-4510	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	996	TN	123.00	122,508.00

**AUGUSTA ENGINEERING DEPARTMENT**  
**CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway**

413-0750	TACK COAT	1322	GL	3.60	4,759.20
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	15980	SY	2.75	43,945.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	2860	SY	3.80	10,868.00
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	2060	LF	8.40	17,304.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	250	CY	464.00	116,000.00
550-5150	STORM DRAIN PIPE, 15 IN, CLASS III	15	LF	318.00	4,770.00
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	22	LF	267.00	5,874.00
600-0001	FLOWABLE FILL	4	CY	778.00	3,112.00
611-3000	RECONSTR CATCH BASIN, GROUP 1	2	EA	10000.00	20,000.00
668-1100	CATCH BASIN, GP 1	2	EA	10000.00	20,000.00
668-2100	DROP INLET, GP 1	2	EA	9150.00	18,300.00
668-5000	JUNCTION BOX	6	EA	8450.00	50,700.00
163-0232	TEMPORARY GRASSING	0.401	AC	4070.00	1,632.07
163-0240	MULCH	25	TN	463.00	11,575.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	2	EA	2270.00	4,540.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	39	EA	410.00	15,990.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	6105	LF	.12	732.60
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	2	EA	1000.00	2,040.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	39	EA	179.00	6,981.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	4	EA	349.00	1,396.00
167-1500	WATER QUALITY INSPECTIONS	18	MO	2280.00	41,040.00
171-0010	TEMPORARY SILT FENCE, TYPE A	12210	LF	5.00	61,050.00
700-8000	FERTILIZER MIXED GRADE	0.260	TN	2920.00	759.20
700-8100	FERTILIZER NITROGEN CONTENT	40.05	LB	16.50	660.83
700-9300	SOD	3877	SY	14.75	57,185.75
610-6515	REM HIGHWAY SIGN, STD	13	EA	233.00	3,029.00
611-5360	RESET HIGHWAY SIGN	13	EA	321.00	4,173.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	195	SF	32.75	6,386.25
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	220	SF	35.00	7,700.00
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	261	SF	110.00	30,276.00
636-2070	GALV STEEL POSTS, TP 7	588	LF	18.75	11,025.00
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	7	EA	88.00	616.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	40	EA	88.00	3,520.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	1	EA	176.00	176.00
653-0170	THERMOPLASTIC PVMT MARKING, ARROW, TP 7	2	EA	176.00	352.00

## AUGUSTA ENGINEERING DEPARTMENT

## CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway

653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	4	EA	176.00	704.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	8775	LF	.59	5,177.25
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	4784	LF	.59	2,822.56
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	440	LF	8.80	3,872.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	8300	LF	3.50	29,050.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	3750	GLF	.41	1,537.50
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	580	SY	8.80	5,104.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	351	SY	8.80	3,088.80
654-1001	RAISED PVMT MARKERS TP 1	86	EA	5.85	503.10
654-1003	RAISED PVMT MARKERS TP 3	326	EA	5.85	1,907.10
639-3004	STEEL STRAIN POLE, TP IV - W/55 FT MAST ARM	2	EA	39200.00	78,400.00
639-3004	STEEL STRAIN POLE, TP IV - W/60 FT MAST ARM	1	EA	42000.00	42,000.00
639-3004	STEEL STRAIN POLE, TP IV - W/50 FT MAST ARM	1	EA	33600.00	33,600.00
639-3004	STEEL STRAIN POLE, TP IV - W/35 FT AND 55 FT MAST ARMS	1	EA	48900.00	48,900.00
639-3004	STEEL STRAIN POLE, TP IV - W/65 FT MAST ARM	5	EA	46200.00	231,000.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -- 1 INTERSTATE PARKWAY	1	LS	111400.00	111,400.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -- 2 WEST WHEELER PARKWAY	1	LS	97900.00	97,900.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -- 3 AUGUSTA WEST PARKWAY/MEDICAL CENTE DRIVE	1	LS	123800.00	123,800.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN (SIGNALS)	5170	LF	9.45	48,856.50
682-9950	DIRECTIONAL BORE -- 3 IN (SIGNALS)	2070	LF	16.00	33,120.00
682-9950	DIRECTIONAL BORE -- 7 IN	980	LF	24.00	23,520.00
682-9950	DIRECTIONAL BORE -- 5 IN	80	LF	19.25	1,540.00
687-1000	TRAFFIC SIGNAL TIMING -- AUGUSTA WEST PARKWAY/MEDICAL CENTER	1	LS	4660.00	4,660.00
687-1000	TRAFFIC SIGNAL TIMING -- WEST WHEELER PARKWAY	1	LS	4660.00	4,660.00
687-1000	TRAFFIC SIGNAL TIMING -- INTERSTATE PARKWAY	1	LS	4660.00	4,660.00
937-4000	INDUCTANCE LOOP DETECTION SYSTEM, NO -- 3 AUGUSTA WEST PARKWAY/MEDICAL CENTER DRIVE	1	LS	10400.00	10,400.00
937-4000	INDUCTANCE LOOP DETECTION SYSTEM, NO -- 1 INTERSTATE PARKWAY	1	LS	10400.00	10,400.00
937-4000	INDUCTANCE LOOP DETECTION SYSTEM, NO -- 2 WEST WHEELER PARKWAY	1	LS	10400.00	10,400.00
937-4100	PEDESTRIAN DETECTION SYSTEM, NO -- 1 INTERSTATE PARKWAY	1	LS	4570.00	4,570.00
937-4100	PEDESTRIAN DETECTION SYSTEM, NO -- 2 WEST WHEELER PARKWAY	1	LS	2380.00	2,380.00



## AUGUSTA ENGINEERING DEPARTMENT

## CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway

937-4100	PEDESTRIAN DETECTION SYSTEM, NO -- 3 AUGUSTA WEST PARKWAY/MEDICAL CENTER DRIVE	1	LS	5140.00	5,140.00
937-6040	VIDEO DETECTION SYSTEM, NO -- 3	1	LS	80100.00	80,100.00
937-6040	VIDEO DETECTION SYSTEM, NO -- 2	1	LS	80100.00	80,100.00
937-6040	VIDEO DETECTION SYSTEM, NO -- 1	1	LS	80600.00	80,600.00
500-3201	CLASS B CONCRETE, RETAINING WALL, No. 1	10	CY	4090.00	40,900.00
500-3110	CLASS A CONCRETE, TYPE P1, RETAINING WALL	80	LF	3720.00	297,600.00
515-2020	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	80	LF	222.00	17,760.00
500-3201	CLASS B CONCRETE, RETAINING WALL, No. 3	14	CY	1200.00	16,800.00
682-2160	PULL BOX, TYPE 6	9	EA	2860.00	25,740.00
682-2170	PULL BOX, TYPE 7	3	EA	3270.00	9,810.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN (ITS)	5495	LF	9.45	51,927.75
682-9950	DIRECTIONAL BORE -- 3 IN (ITS)	5400	LF	16.50	89,100.00
935-1117	OUTSIDE PLANT FIBER OPTIC CABLE, LOOSE TUBE, SINGLE MODE, 96 FIBER	6720	LF	3.55	23,856.00
935-1512	OUTSIDE PLANT FIBER OPTIC CABLE, DROP, SINGLE MODE, 12 FIBER	435	LF	3.55	1,544.25
935-3102	FIBER OPTIC CLOSURE, UNDERGROUND, 12 FIBER	4	EA	1340.00	5,360.00
935-3502	FIBER OPTIC CLOSURE, FDC (WALL MOUNTED), 12 FIBER	4	EA	631.00	2,524.00
935-4010	FIBER OPTIC SPLICE, FUSION	12	EA	55.50	666.00
935-8000	TESTING	1	LS	1920.00	1,920.00
936-4000	CCTV CAMERA SYSTEM, TYPE 1	4	EA	6890.00	27,560.00
939-2300	FIELD SWITCH, TYPE A	4	EA	4360.00	17,440.00
<b>SUBTOTAL WHEELER ROAD AT AUGUSTA WEST PARKWAY</b>					

<b>FORCE ACCOUNT:</b>	\$400,000
<b>GRAND TOTAL</b>	\$5,027,990.71

**GRAND TOTAL**

Five million, twenty seven thousand, nine hundred ninety dollars and seventy one cent 5

DOLLARS

**\*GRADING COMPLETE: THE REMOVAL AND DISPOSAL OF ALL MISCELLANEOUS ROADWAY ITEMS, UTILITY ITEMS, AND DRAINAGE ITEMS (I.E. DEMOLITION ITEMS), SHALL BE INCLUDED IN THE ITEM OF GRADING COMPLETE, UNLESS OTHERWISE**

**AUGUSTA ENGINEERING DEPARTMENT****CR 601/Wheeler Road from I-20 to CR 804/Augusta West Parkway**

**ESTABLISHED AS SEPARATE CONTRACT ITEMS. THIS WORK SHALL INCLUDE BUT NOT BE LIMITED TO THE REMOVAL OF PAVEMENT, CONCRETE, CURBS, GUTTERS, DRAINAGE STRUCTURES, LIGHT POLES, CONCRETE FOUNDATIONS, ABANDONED UTILITIES, ABANDONED STREET CAR TRACKS, AND ANY OTHER MISCELLANEOUS REMOVAL ITEMS WHETHER SHOWN ON THE PLANS OR NOT. THE ITEM OF GRADING COMPLETE SHALL ALSO INCLUDE OTHER MISCELLANEOUS ITEMS OF CONSTRUCTION NOT OTHERWISE SHOWN AS A SEPARATE PAY ITEM SUCH AS MOB/DEMOB, GENERAL CLEARING, CUT AND FILL, CONSTRUCTING SHOULDER AND SUBGRADE, SAWCUTTING, FINISH GRADING, CONSTRUCTION LAYOUT, THE HAULING AND DISPOSAL OF UNDESIRABLE OR SURPLUS MATERIALS, THE REMOVAL AND STORAGE OF SALVAGED MATERIALS, REMOVING AND/OR RESETTING MAILBOXES, REMOVING AND/OR RESETTING GATES AND FENCES, REMOVING AND/OR RESETTING IRRIGATION SPRINKER HEADS, BONDS AND INSURANCE, ETC. ALL OF THIS WORK SHALL BE PAID FOR AS GRADING COMPLETE."**

**\*\*\*LS (LUMP SUM) – FOR ALL LUMP SUM ITEMS, ATTACH AN ITEMIZED BREAKDOWN OF LUMP SUM AMOUNT ON SEPARATE SHEET.**

## Wheeler Road Improvements - Lump Sum Breakdown

Traffic Control			
Item #	Description	UNITS	PRICE
1	ADVANCED WARNING SIGNS	LS	\$ 6,070.00
2	LANE CLOSURES	LS	\$ 65,670.00
3	CHANNELIZING DRUMS	LS	\$ 25,100.00
4	TEMPORARY STRIPING	LS	\$ 8,975.00
5	MAINTENANCE	LS	\$ 15,510.00
6	MANAGEMENT	LS	\$ 4,775.00
		TOTAL =	\$ 126,100.00

Grading Complete			
Item #	Description	UNITS	PRICE
1	CLEARING & GRUBBING	LS	\$ 17,620.00
2	GRADING	LS	\$ 322,370.00
3	CURB REMOVAL	LS	\$ 39,925.00
4	CONCRETE REMOVAL	LS	\$ 4,790.00
5	REMOVE STORM PIPE	LS	\$ 610.00
6	STORM PIPE INCIDENTALS	LS	\$ 8,390.00
7	UTILITY COORDINATION	LS	\$ 13,550.00
8	ASPHALT REMOVAL	LS	\$ 18,670.00
9	FINISH & DRESS	LS	\$ 37,300.00
10	SURVEYING	LS	\$ 91,200.00
11	PROJECT MANAGEMENT	LS	\$ 136,300.00
12	SUBCONTRACTOR MOBILIZATION	LS	\$ 105,325.00
13	BOND & INSURANCE	LS	\$ 18,800.00
		TOTAL =	\$ 814,850.00

## Augusta Blueprint & Microfilm, Inc.

24-213 Construction Services for CR 601-Wheeler Road from I-20 to CR 804Augusta West Parkway

### Planholders List

Set #	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax #
1	1 APAC Industrial Way			X	1 APAC Industrial Way Augusta, GA 30907 bcooper@reevescc.com	706-731-5243	706-731-8620
2	E.R. Snell Contractor, Inc.		X		1785 Oak Road Snellville, GA 30078 kpollard@ersnell.com	770-985-0600	770-985-2957
3	Construct Connect			X	3825 Edwards Road Cincinnati, OH 45209 maria.thurman@constructconnect.com	513-458-5940	
4	JHC Corporation			X	15 Fresh Bru Drive Newman, GA 30263 Marie@jhccorporation.com	770-487-3258	
5							
6							
7							
8							

## Planholders

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

## Supplier (5)

**Supplier** **Download Date**

Dodge Data

06/24/2024

E.R. Snell Contractor, Inc.

06/25/2024

Jackson Trail Landscaping

07/07/2024

Onvia, Inc. - Content Department

06/24/2024

Robinson Transportation Consultants, LLC

07/27/2024

[Add Supplier](#)

## Supplier Details

<b>Supplier Name</b>	Dodge Data
<b>Contact Name</b>	Bonny Mangold
<b>Address</b>	4300 Beltway Place, Ste 150 , Arlington, TX 76018
<b>Email</b>	dodge.docs@construction.com
<b>Phone Number</b>	413-376-7032

## Documents

Filename	Type	Action
24-213_ITB	Bid Document / Specifications	<a href="#">View</a> <a href="#">History</a>



**Nancy M. Williams**

---

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Monday, June 24, 2024 6:04 PM  
**To:** Nancy M. Williams  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000063

Dear Nancy Williams,  
nwilliams@augustaga.gov

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

**Event Number:** PE-72155-NONST-2024-000000063  
**Event Title:** 24-213 ITB Const. Svcs CR601/Wheeler Rd  
**Event Type:** Non-State Agency

Process Log

2024/06/24 17:58:29 : Log starts for - 14646164 - EVENT\_RELEASE\_TO\_SUPL  
2024/06/24 17:58:31 : Email Process Log for the Event#: PE-72155-NONST-2024-000000063  
2024/06/24 17:58:31 : Email Batch# 2406240913  
2024/06/24 17:58:31 : Notification Type: EVENT\_RELEASE\_TO\_SUPL  
2024/06/24 18:03:57 : Bad Email not sent to ATTN: Trsargo Direct Procurement  
(trsargodirect@trsives.com) of Trsargo Direct  
2024/06/24 18:04:07 : Total No of Contacts found for sending Email: 801  
2024/06/24 18:04:07 : 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-2024-000000063&sourceSystemType=gpr20>

06/24/2024 06:04:07 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.]

GEARIG CIVILWORKS  
322 GRIMAUDE BLVD.  
GROVETOWN GA 30813  
ATTN: TRAVIS GEARIG

BEAMS CONTRACTING  
15030 ATOMIC RD.  
BEECH ISLAND SC 29842  
ATTN: RICKY BASEY

GARNTO SOUTHERN  
4811 CLARK DR.  
EVANS GA 30809  
ATTN: JASON GARNTO

BLAIR CONSTRUCTION  
4308 EVANS TO LOCKS RD. BOX 770  
EVANS GA 30809  
ATTN: ROY MUTTIMER

LEGACY WATER GROUP  
10130 BOB WILLIAMS PRKY  
COVINGTON GA 30014  
ATTN: SCOTT HIBBARD

BARNETT SOUTHERN  
106 N. ALEXANDER AVE.  
WASHINGTON GA 30673  
ATTN: AMES BARNETT

SITE MASTER AUGUSTA  
4318-WHEELER RD.  
AUGUSTA GA 30907  
ATTN: THERON SAPP

ASHLIND CONSTRUCTION  
447 GRANT DR.  
WASHINGTON GA 30673  
ATTN: WILLIAM BARNETT

ER SNELL CONTRACTOR  
1785 OAK ROAD  
SNELLVILLE, GA 30078  
(RETURNED MAIL)

FORTIS SITEWORKS  
607 OLD PHOENIX RD.  
EATONTON GA 31024  
ATTN: RYAN STEELMAN

HARDY UTILITIES  
202 OLD BLYTHE RD.  
HARLEM GA 30814  
ATTN: JIM HARDY

BD GARNER SITE WORKS LLC  
6192 GA HWY 23 SOUTH  
WAYNESBORO GA 30830  
ATTN: MARK KLOSKEY

TWO STATE CONSTRUCTION  
2292 WASHINGTON RD.  
THOMSON GA 30824  
ATTN: BRETT COOPER

COPPER CONSTRUCTION  
410 MCINTOSH ST.  
VADALIA GA 30474  
ATTN: SAM PAGE

GARNEY CONSTRUCTION  
ATTN: GREG HARRIS  
5895 SHILOH RD SUITE 114  
ALPHARETTA, GA 30005

REEVES CONSTRUCTION  
ATTN: GREG HAMILTON  
1 APAC INDUSTRIAL WAY  
AUGUSTA, GA 30907

JHC CORPORATION  
15 FRESH BRU DRIVE  
NEWNAN, GA 30263

C&H PAVING  
204 MAIN STREET  
THOMSON, GA 30824

REYNOLDS CONSTRUCTION  
300 E. BROAD STREET  
FAIRBURN, GA 30213

GRIFFIN CONTRACTING  
ATTN: TROY DAVIS  
122 PIPEMAKERS CIRCLE  
SUITE 207  
POOLER, GA 31322

C.W. MATTHEWS CONTRACTING  
1600 KENVIEW DRIVE  
MARIETTA, GA 30060

BID ITEM# 24-213  
CONSTRUCTION SVC. CR 601 WHEELER  
RD FROM 1-20 TO CR 804 AUGUSTA  
WEST PARKWAY – FOR AUGUSTA,  
GEORGIA – ENGINEERING DEPT.  
DUE DATE: WED., 7/31/2024 @3 P.M.

**Nancy M. Williams**

---

**From:** DemandStar <agencyservices@demandstar.com>  
**Sent:** Monday, June 24, 2024 5:48 PM  
**To:** Nancy M. Williams; Tywana Scott  
**Subject:** [EXTERNAL] Document 24-213\_ITB Awaiting Approval

**The bid document you uploaded to  
DemandStar is ready for your approval.**

**Bid Identifier:** ITB-24-213-0-2024/ts  
**Bid Name:** Construction Services for CR 601/Wheeler  
Road from I-20 to CR 84/Augusta West  
Parkway  
**Document:** 24-213\_ITB  
**Pages:** -  
**Date Posted:** 06/24/2024 5:47 PM Eastern

[View Bid Details](#)

Please review 24-213\_ITB and verify it is the correct file. If it is, please [go to the Manage Documents page for your bid](#) and click the "Approve" button next to this document.

Your bid will not be broadcast until all documents have been approved.

Sincerely,  
The DemandStar team





## Engineering Services Committee Meeting

Meeting Date: October 29, 2024

Engineering Services for Drainage Study, Stormwater System Assessment, and Drainage Improvement Projects – RFQ 18-148

File Reference 24-014 (A)

---

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve supplemental funding (SA2) for Drainage Improvements Engineering Services Agreement to Cranston Engineering (Cranston) for CSX Railroad Cross-drains design engineering in the amount of \$29,500.00 for National Hills Drainage Basin. AE/RFQ 18-148
<b>Background:</b>	National Hills Basin Drainage Improvements project is one of the drainage improvements projects Augusta Engineering initiated to reduce flooding risk in older residential areas of Augusta, Georgia. Engineering activities are funded by SPLOST Drainage funds and stormwater utility funds. Project is under design. Study area drainage assessment indicates that CSX railroad tracks cross-drains are one of the limiting factors to minimize localized flooding risk. It warrants hydraulic evaluation of present drains and developing replacement alternatives in accordance with CSX applicable design standards & requirements.
<b>Analysis:</b>	Railroad coordination is required to ensure rail tracks safety and advance project construction schedule. Hence, Augusta is required to submit alternative design for improving cross-drains at CSX tracks. Augusta Engineering adopted a phased approach for this project delivery and work is released as a Task Order.
<b>Financial Impact:</b>	Funds in the amount of \$29,500 are available in Engineering SPLOST 8 - Grading & Drainage.
<b>Alternatives:</b>	Do not approve and abandon the project.
<b>Recommendation:</b>	Approve supplemental funding (SA2) for Drainage Improvements Engineering Services Agreement to Cranston Engineering (Cranston) for CSX Railroad Cross-drains design engineering in the amount of \$29,500.00 for National Hills Drainage Basin. AE/RFQ 18-148.
<b>Funds are available in the following accounts:</b>	(\$29,500) 330-044320-52.23110 – 222830907-52.23110 - SPLOST 8- Grading & Drainage
<b><u>REVIEWED AND APPROVED BY:</u></b>	HM/sr





# CRANSTON

CranstonEngineering.com

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

September 13, 2024

Hameed Malik, Ph.D., P.E.  
Director of Engineering  
Augusta Engineering Department  
452 Walker St., Suite 110  
Augusta, GA 30901

Re: National Hills – CSX Railroad  
Culvert Replacement Alternatives  
Augusta-Richmond County, Georgia  
Cranston File No.: 2019-0333

Dear Dr. Malik:

In accordance with your request, we are pleased to offer the following proposal for the alternatives analysis associated with the replacement of railroad culverts immediately downstream of the National Hills neighborhood. As noted herein, Cranston recommended additional study of the three railroad culvert crossings downstream of the project area. Based on recent studies, the railroad culverts restrict downstream conveyance and contribute to flooding conditions in the National Hills area.

## **PROJECT AREA & BACKGROUND**

The National Hills Drainage Study was commissioned to evaluate the existing stormwater collection and conveyance systems within the National Hills neighborhood in Augusta, Georgia given chronic flooding conditions throughout the National Hills area. Based on engineering studies and design services completed to-date, aged or non-existent stormwater collection and conveyance infrastructure, and restrictions within the downstream receiving system contribute to the flooding conditions. The area subject to this analysis is approximately 227 acres and is primarily comprised of residential properties. The area generally drains from south to north to three distinct outfalls, which are all located immediately upstream of CSX railroad tracks. The CSX tracks extend east-west and include culverts of varying diameter and material near the low-points.

During 2019-2020 Cranston completed field investigations and concept development services to identify priority areas for infrastructure improvements. Subsequent engineering services were completed from 2021-2023 for the design of

infrastructure improvements within the priority areas. These services included hydrologic and hydraulic modeling to further evaluate flood prone areas, existing closed-pipe system capacities, and other constraints to efficient and effective drainage throughout the priority areas. Cranston designed improvements that included new closed pipe systems and local street improvements such as pavement milling / replacement and new curb and gutter to improve drainage conditions. The proposed drainage improvements included routing the majority of runoff to the northern most outfall, noted as Outfall #1 in the April 10, 2023, *National Hills Drainage Design Report – Executive Summary*, by Cranston. While this provides the closest connection to the receiving stream of Rock Creek, the existing railroad culverts that lie downstream of National Hills serve as a restriction to effective stormwater conveyance and contribute to flooding conditions. As noted in the design report, Cranston recommended additional study of the CSX railroad culverts immediately downstream of the National Hills basin prior to implementing any improvements.

This proposal provides a scope of work, fee, and tentative schedule for professional engineering services associated with the development of conceptual culvert improvements along the CSX Railroad immediately downstream of the National Hills project area. Our services include engaging CSX Railroad and their consultant STV, Inc. during the alternatives analysis and pre-permit processes.

### **SCOPE OF WORK**

We propose the following scope of work relating to the development of alternatives for culvert improvements along the CSX railroad immediately downstream of the National Hills Subdivision.

#### **TASK 1: ALTERNATIVES ANALYSIS**

- Cranston will initiate services by facilitating an on-site kick-off meeting to include the Augusta Engineering Department, CSX Railroad, and other stakeholders as identified.
- We will review the previously developed PCSWMM model to validate the calculated peak flow rates at the three (3) outfalls.
- Evaluate the CSX Railroad design criteria for culvert crossings.
- Using the HY-8 Culvert Hydraulic Analysis Program, by the Federal Highway Administration and other design tools as needed, Cranston will develop hydraulic model(s) of the existing railroad culvert crossings using the previously calculated proposed condition peak flows.
- We will meet with Augusta Engineering Department and CSX to review the existing conditions and preview the next steps in the alternatives analysis process.
- Cranston will develop proposed culvert improvement alternatives using the proposed condition peak flows using HY-8 and other design tools as necessary.
- We anticipate that our alternatives will include culverts of varying material and geometry meeting CSX railroad requirements.

### **DELIVERABLES**

- Cranston will deliver a letter report identifying proposed culvert replacement alternatives, pros and cons of the options, and recommending a preferred alternative.
- The report will identify the permitting process and anticipated timeline to secure CSX approval of the proposed improvements.
- An opinion of probable construction cost.

### **ASSUMPTIONS & EXCLUSIONS**

- Survey services are excluded for the purposes of this analysis. Cranston will utilize the basemap information previously compiled for the alternatives analysis.
- Geotechnical and/or environmental services are excluded.
- CSX Railroad engagement is anticipated in this scope of work. However, permitting of proposed improvements is not. We anticipate meetings with the railroad and Augusta Engineering Department to establish / confirm design criteria. Permitting of the selected alternatives will be provided in the final design services.
- Construction drawings and specifications for the proposed upgrades are not included.
- Easement acquisition, right-of-entry coordination, and any associated fees relating to railroad engagement are not included.
- Cranston will contact CSX for access prior to entering the CSX right-of-way.
- Any services not expressly included in this proposal are excluded. Additional services may be provided on a time and material basis or as a separate agreement upon request.

### **FEE PROPOSAL**

The fee schedule proposed below is consistent with the approved Augusta Engineering Department Task Order rates.

<b>TASK 1: ALTERNATIVES ANALYSIS</b>	<b>Fee</b>
Project Lead: 10 hours @ \$205/hour	\$2,050
Project Manager: 24 hours @ \$175/hour	\$4,200
Senior Engineer, PE: 50 hours @ \$165/hour	\$8,250
Design Staff: 100 hours @ \$150/hour	\$15,000
<b>TOTAL</b>	<b>\$29,500</b>



**TIME OF COMPLETION**

We will initiate services upon receipt of your notice to proceed. For planning purposes, we anticipate the alternatives analysis will require 8 weeks to complete.

We appreciate the opportunity to submit this proposal and trust that you find it satisfactory. Should you have any questions concerning this proposal, please do not hesitate to give us a call.

Sincerely,

CRANSTON, LLC



Tom Dunaway, PE, MBA  
Design Group Manager

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

Item 33.

<b>Augusta Richmond County Project Number(s):</b>	<b>330-044320-5223110/222830907-5223110</b>
<b>Supplemental Agreement Number:</b>	<b>5</b>
<b>Purchase Order Number:</b>	<b>19ENG797</b>

**WHEREAS**, We, **Cranston Engineering, Consultant**, entered into a contract with Augusta-Richmond County on September 17, 2019, for Engineering Services associated with the **Stormwater System Assessment**.

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

***Additional services for CSX Railroad cross-drains design engineering  
for the National Hills Basin Drainage Project***

It is agreed that as a result of the above described modification the contract amount is increased by **\$29,500** from **\$444,645** to a new total of **\$474,145**.

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**RECOMMEND FOR APPROVAL:**

CITY OF AUGUSTA-RICHMOND COUNTY  
AUGUSTA, GEORGIA

CRANSTON ENGINEERING

\_\_\_\_\_  
Honorable Garnett L. Johnson, Mayor

Approved: Date \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Approved: Date \_\_\_\_\_

***[ATTACHED CORPORATE SEAL]***

ATTEST:  
\_\_\_\_\_

Title: \_\_\_\_\_



## Engineering Services Committee Meeting

Meeting Date: October 29, 2024

GDoT FY2025 Local Maintenance and Improvement Grant (LMIG)

File Reference: 24-014(A)

---

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve and authorize Augusta Engineering (AE) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT FY2025 Local Maintenance and Improvement Grant (FY2025 LMIG) for Road Improvements & maintenance projects (Listed under Financial Impact Section). Also authorize Augusta Mayor to sign Cover Letter & GDOT E-Verify affidavit as need arises. AE
<b>Background:</b>	GDOT restructured its State Aid Program and named it as “Local Maintenance and Improvement Grant (LMIG).” LMIG is a formula-based grant from GDOT that is funded through the motor fuel tax. Grant funds are typically used to supplement local projects for road improvements and road resurfacing efforts based on priority. Augusta is eligible to receive approximately \$2.58 million through GDOT FY2025 LMIG Program.
<b>Analysis:</b>	GDOT LMIG financial assistance is critical for completing AE projects such as roadway improvements and maintenance construction projects. This financial assistance is available on a yearly basis. In addition to this yearly assistance, GDOT also provides LMIG funds to AE on as requested basis depending on LMIG additional funds availability on the state level, demonstrated need and local project connectivity to state road system.
<b>Financial Impact:</b>	<p>Augusta, GA AED will receive \$2,582,351.79 in GDOT FY25LMIG. A local funding match of 10% is required. FY2025LMIG partially funded AE proposed projects are:</p> <p>i) McNutt Dirt Road Paving (partial funding), and ii) Lumpkin Rd @ Wells Drive Intersection Improvements (partial funding). Additional road work may be added if there is saving in contracted work for listed improvements or additional funding becomes available.</p>
<b>Alternatives:</b>	1. Do not approve and lose FY2025LMIG Funds that are designated for Augusta, Georgia.
<b>Recommendation:</b>	Approve and authorize Augusta Engineering (AE) to submit, accept and receive Georgia Department of Transportation (GDOT) Financial Assistance from GDOT FY2025 Local Maintenance and Improvement Grant (FY2025

LMIG) for Road Improvements & maintenance projects (Listed under Financial Impact Section). Also authorize Augusta Mayor to sign Cover Letter & GDOT E-Verify affidavit as need arises. AE

**Funds are available in the following accounts:** (\$2,582,351.79) 335-041110 [FY2025 LMIG]  
(\$258,235.17) 10% match – Engineering SPLOST 7 (Direct Rd. Paving) & SPLOST 8- Resurfacing & Grading

**REVIEWED AND**  
**APPROVED BY:**

HM/sr

November 5, 2024

Bill Wright, GDOT State Aid Administrator  
GDOT - One Georgia Center  
600 W. Peachtree St., NW, 17<sup>th</sup> Floor  
Atlanta, GA 30308

Subject: FY 2025 State Local Maintenance and Improvement  
Grant (LMIG) Application  
File Reference: 24-014(A)

Dear Mr. Wright:

Please find enclosed Augusta, GA Local Maintenance and Improvements Grant (LMIG) Application for FY 2025.

Contact information for questions concerning this submittal is listed below:

**Hameed Malik, Ph.D., PE, Director**  
**Augusta, GA Engineering & Environmental Services Department**  
**452 Walker St., Suite 110, Augusta, GA 30901**  
**Telephone: (706) 796-5040**  
**Fax: (706) 796-5045**  
**E-mail: [hmalik@augustaga.gov](mailto:hmalik@augustaga.gov)**

Sincerely,

Garnett L. Johnson  
Mayor

cc: Matthew Sammons, GDOT District 2 State Aid Coordinator  
Tameka Allen, Administrator  
Hameed Malik, Ph.D., PE, Director - Engineering  
Lewis Avery, CPA, Assistant Director Finance and Administration, AED  
Timothy E. Schroer, CPA, Interim Director – Finance  
File

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT  
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2025  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, Hameed Malik, PE (Name), the Engineering & Env. Services Director (Title), on behalf of Augusta, Georgia (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a project shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

46923

E-Verify Number

\_\_\_\_ (Signature)

Sworn to and subscribed before me,

Garnett L. Johnson (Print)

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Mayor / Commission Chairperson

In the presence of:

\_\_\_\_ (Date)

NOTARY PUBLIC

**LOCAL GOVERNMENT SEAL:**

\_\_\_\_\_  
My Commission Expires:

**NOTARY PUBLIC SEAL:**

2025 LMIG PROJECT REPORT

COUNTY / CITY RICHMOND/AUGUSTA

ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE**
McNutt Road	Bennoch Mill Rd at Horseshoes Rd end)	Bennoch Mill Rd/McNutt Way	Approx. 2	Dirt road paving	\$5,152,989.33 / LMIG allocation \$1,291,175.90	Under Letting/Bid Award-Nov. 2024
Lumpkin Rd @ Wells Drive	N/A	N/A	Intersection/ approx.0.1	Intersection improvement/Traffic Safety	\$1,306,683.97/ LMIG allocation \$1,291,175.90	Under Letting/Bid Award-Nov. 2024

November 5, 2024

Bill Wright, GDOT State Aid Administrator  
GDOT - One Georgia Center  
600 W. Peachtree St., NW, 17<sup>th</sup> Floor  
Atlanta, GA 30308

Subject: FY 2025 State Local Maintenance and Improvement  
Grant (LMIG) Application  
File Reference: 24-014(A)

Dear Mr. Wright:

Please find enclosed Augusta, GA Local Maintenance and Improvements Grant (LMIG) Application for FY 2025.

Contact information for questions concerning this submittal is listed below:

**Hameed Malik, Ph.D., PE, Director**  
**Augusta, GA Engineering & Environmental Services Department**  
**452 Walker St., Suite 110, Augusta, GA 30901**  
**Telephone: (706) 796-5040**  
**Fax: (706) 796-5045**  
**E-mail: [hmalik@augustaga.gov](mailto:hmalik@augustaga.gov)**

Sincerely,

Garnett L. Johnson  
Mayor

cc: Matthew Sammons, GDOT District 2 State Aid Coordinator  
Tameka Allen, Administrator  
Hameed Malik, Ph.D., PE, Director - Engineering  
Lewis Avery, CPA, Assistant Director Finance and Administration, AED  
Timothy E. Schroer, CPA, Interim Director – Finance  
File





### Meeting Name

Meeting Date: EnterTextHere

Item Name

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<b>Department:</b>	Information Technology
<b>Presenter:</b>	Reggie Horne, Interim CIO
<b>Caption:</b>	Approve Agreement with Woolpert, Inc. for Cityworks Upgrade
<b>Background:</b>	Cityworks is the City of Augusta's enterprise asset management and work order software system. This system is used by multiple departments to manage their workflows, route customer requests, and manage physical assets. Major users include Utilities, Central Services, the Marshal's Office, Parks & Recreation, Engineering, and 311.
<b>Analysis:</b>	Augusta IT would like to engage Woolpert to help support the upgrade of the Development (DEV) and Production (PROD) Cityworks environments and to provide train-the-trainer training for end users thus enabling a smooth transition to upgraded functionality. The Cityworks DEV and PROD environments will be upgraded from version 15.8.6 to 23x (the most up-to-date version Cityworks offers). Enhanced mobile functionality will also be included in this upgrade.
<b>Financial Impact:</b>	\$75,000.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Approve Agreement with Woolpert, Inc. for Cityworks Upgrade
<b>Funds are available in the following accounts:</b>	SPLOST V and VI Software Allocation Funds (JL 212925006/GL 325122110 and JL 212925102/GL 328012110)
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



City of Augusta, GA

# Cityworks Upgrade to 23

Scope of Work

September 19, 2024





Document Version Control

Version	Date	Description	Author(s)
1.0	09/16/2024	Initial Draft	Ryan Butler
1.1	09/17/2024	QAQC	Jen Kouns

Document Acceptance

Augusta Signature	_____	Woolpert Signature	
Name	_____	Name	Jen Kouns
Title	_____	Title	Market Director
Date	_____	Date	9/19/2024

Prepared by:  
Ryan Butler, Program Director  
[Ryan.Butler@woolpert.com](mailto:Ryan.Butler@woolpert.com)  
614.506.1121



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## PROJECT OVERVIEW

Augusta, GA has requested that Woolpert help support the upgrade of the Development (DEV) and Production (PROD) Cityworks environments and provide train-the-trainer training for end users (AMS) for a smooth transition to using the Respond application. The Cityworks DEV and PROD environments will be upgraded from version 15.8.6 to 23x, to provide the organization with the most up-to-date version Cityworks offers. The upgrade will be based on Augusta's system requirements and availability of desired Cityworks system functionality. **Woolpert will be leading and supporting the upgrade and training effort but will require support from Augusta staff as this is a time and material project with a not to exceed amount of \$75,000.** The following Statement of Work details the Professional Services sought by Augusta, GA and Woolpert's method of delivery of said services.



## Executive Overview of Tasks

Cityworks Upgrade and AMS Respond Training							
Kickoff & Demo	Upgrade DEV and PROD	Request for Information & Recommendation	AMS Configuration, Dashboard, Reports Migration	System Integration Validation	User Acceptance Testing	End User Training with Respond for AMS Users	Cutover and 30 Days of Go-Live Support

## PROJECT CLARIFICATIONS

The following assumptions apply to this Scope of Work:

- All work will be performed on a time and materials fee basis.
- Woolpert has hours associated with each of the tasks below, but work is to not exceed \$75,000.00.
- An upgrade of the ESRI platform is not included in this scope of work.
- Augusta, GA is currently running Cityworks 15.8.6, including utilization of the AMS platform.
- Augusta will provide Woolpert with remote access to the below systems.
  - VPN access to the network.
  - RDP (or other remote terminal platform) access to the Cityworks application server(s).
    - Via an account with administrator permissions on the local machine.
  - SQL Server Management Studio access to the SQL Server instance(s) containing the Cityworks database(s).
    - May require RDP (or other remote terminal platform) access to the database server(s).



- Augusta will assemble a Core Team that will participate in all key project tasks. The Core Team members are considered power users and will serve as key project subject matter experts throughout the project and post-upgrade. These users will assist in the testing and training of the software.
- Augusta will identify and empower a project manager to serve as the primary point of contact, be authorized to provide feedback and approvals, and be responsible for scheduling and ensuring the active participation of Augusta resources.
- Augusta will ensure that project team members are available for identified meetings and individuals have been identified as responsible for making key project decisions in the previous meetings.
- Augusta will ensure the appropriate staff review Woolpert Deliverables within the timeframes identified in the project schedule. Augusta Project Manager will ensure all draft deliverable feedback is provided to Woolpert in a single document hosted on the project collaboration site using track changes and comments.
- Woolpert will support the Cityworks API and help guide the Augusta enQuesta integration.
- Cityworks Mobile Application setup and configuration is not included.
- All modifications to the Augusta's GIS are the responsibility of Augusta, unless requested and negotiated as a change request.
- The deliverable will be deemed to have been accepted by Augusta in the event the Augusta does not notify the Woolpert Team of any rejection of all or a portion of the submitted final draft deliverables within the ten (10) business day review period.
- Remote meetings will be held using Microsoft Teams.
- Microsoft Teams will be used as the project collaboration platform.
- The Woolpert Project Manager will be involved in all phases of this project, including scoping, management, and delivery of services, up until the project close-out.
- A written Notice to Proceed (signed Task Order) is required to be issued to Woolpert by Augusta to confirm and schedule Woolpert resources.

## PHASE 1 | DESIGN

The design phase of the Cityworks AMS implementation project begins with a request for information, provided to the Augusta to gather data and insights into the Augusta's current operations. Woolpert then schedules and facilitates the project kick-off meeting and Respond demonstration to discuss the project schedule, scope of work, and expectations for collaboration and communication throughout the project.

Following the kick-off meeting, Woolpert will upgrade the development environment to Cityworks 23. Lastly, Woolpert will develop an Upgrade Cutover Plan document to identify the critical tasks, roles and responsibilities, and timeline of events that will need to occur during the Cityworks Production Upgrade



cutover. Augusta will review and provide feedback. Acceptance of the Upgrade Cutover plan will pave the way to move forward to Phase 2 Develop.

## 1.1 Request for Information

Once a Notice to Proceed is received by the Augusta, Woolpert initiates the project by sending the Augusta a request for information (RFI) document. This document will outline a list of potential items the Augusta can provide to facilitate understanding before the project begins. This information may include, but is not limited to, the following items:

- Reports
- Geodatabase
- Backup of Cityworks database

Category	Details
<b>Woolpert Deliverables</b>	<ul style="list-style-type: none"> <li>• Request for Information (RFI) Document</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>• This task will begin when a Notice to Proceed is received from the Augusta.</li> </ul>
<b>Augusta Responsibilities</b>	<ul style="list-style-type: none"> <li>• Gather information listed in the RFI and upload to the collaboration site.</li> </ul>

### Related Tasks and Sub-Tasks

WBS	Task Name	
<b>1.1</b>	<b>Request for Information (RFI)</b>	Black Woolpert-owned task
1.1.1	RFI Document Delivery	Green Client-owned task
1.1.2	Augusta to Review and Gather RFI Data	Purple Remote review meeting
1.1.3	Augusta to Post Data to Project Collaboration Site	Blue On-site workshop
1.1.4	RFI Information Review	Olive QA/QC
		Red Deliverable acceptance
		Orange Phase acceptance, close

## 1.2 Project Kick-off Meeting

After the RFI is submitted, Woolpert and Augusta will schedule the Project Kick-off meeting and demonstration. The kick-off meeting will include the project team and stakeholders to review in detail the project's objectives, scope, timeline, roles, responsibilities, and other critical aspects. The kick-off meeting sets the tone for the project, ensures everyone has a common understanding, and aligns all parties on the project's goals and expectations. The Cityworks 23x Respond AMS demonstration will allow the Augusta staff a preview of the solution and build excitement of what's to come with the new interface and functionality of the upgraded system.

Category	Details
<b>Woolpert Deliverables</b>	<ul style="list-style-type: none"> <li>Facilitate Remote Project kick-off meeting for up to two (2) hours in duration.</li> <li>Provide a two (2) hour Cityworks 23x Respond AMS Demonstration.</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>It will be expected that the Augusta will invite the participants needed to attend the kick-off meeting and demonstration.</li> <li>The duration of the kick-off meeting can be adjusted to suit different participant groups. For example, one hour for a high-level project kick-off meeting for general participants, and one hour for a more focused group of project team members.</li> </ul>
<b>Augusta Responsibilities</b>	<ul style="list-style-type: none"> <li>Review and provide feedback on the agenda.</li> <li>Schedule participants to attend the Project kick-off meeting and demonstration.</li> </ul>

#### Related Tasks and Sub-Tasks

WBS	Task Name
<b>1.2</b>	<b>Project Kick-off Meeting</b>
1.2.1	Kick Off Meeting (Remote)
1.2.2	Respond AMS Demo (Remote)

Black	Woolpert-owned task
Green	Client-owned task
Purple	Remote review meeting
Blue	On-site workshop
Olive	QA/QC
Red	Deliverable acceptance
Orange	Phase acceptance, close

## 1.3 Software Upgrade of Development Environment

Following the project kick-off meeting, Woolpert will conduct an upgrade to Augusta's Development environment with the support of Augusta's IT technical team. This process will be primarily led by Woolpert technical staff and require support from a Augusta technical staff member to update the authentication requirements for the integrations specified in this scope that are integrated with Cityworks.

Category	Details
<b>Woolpert Deliverables</b>	<ul style="list-style-type: none"> <li>Upgrade Development Environment to 23x.</li> <li>Test the Cityworks 23 solution.</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>Augusta has confirmed system requirements are met prior to start of upgrade tasks.</li> <li>Integration validation will be handled in Task 2.2 for full testing.</li> </ul>
<b>Augusta Responsibilities</b>	<ul style="list-style-type: none"> <li>Confirm Development upgrade is complete.</li> </ul>





**Related Tasks and Sub-Tasks**

WBS	Task Name
<b>1.3</b>	<b>Upgrade Development Environment to 23x</b>
1.3.1	Woolpert To Apply Upgrade to Cityworks Development Server
1.3.2	Woolpert To Apply Cityworks Database Update
1.3.3	Woolpert to Install Style Plug-in
1.3.4	Woolpert To Install Storeroom Plug-In for Respond
1.3.5	Woolpert and Augusta to Validate/Conduct Testing in DEV Environment using QAQC Checklist

Black	Woolpert-owned task
Green	Client-owned task
Purple	Remote review meeting
Blue	On-site workshop
Olive	QA/QC
Red	Deliverable acceptance
Orange	Phase acceptance, close

## 1.4 Upgrade Cutover Plan Document

The last component of the design phase is to develop a Production Cutover plan. The purpose of this plan is to document and communicate the specific tasks, roles associated with those tasks, dates and times that each task will be executed during the production upgrade cutover. This is a vital step in the planning process to align on responsibilities, ensure sufficient communication and scheduling efforts are put into place well in advance of cutover. The cutover plan will be developed by Woolpert technical staff and reviewed/accepted by Augusta. The cutover plan will include a tracking list of tasks and updates made to ensure they are included as part of the go-live cutover process.

Category	Details
<b>Woolpert Deliverables</b>	<ul style="list-style-type: none"> <li>Develop and Submit Cutover Plan Document</li> <li>Remote review meeting to discuss Cutover plan.</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>None</li> </ul>
<b>Augusta Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend remote review meeting.</li> <li>Review and Acceptance of Final Cutover Plan document</li> </ul>

**Related Tasks and Sub-Tasks**

WBS	Task Name
<b>1.4</b>	<b>Upgrade (Cutover) Plan Document</b>
1.4.1	Draft Upgrade (Cutover) Plan
1.4.2	Remote Review of Cutover Plan
1.4.3	Final Update and Delivery of Cutover Plan
1.4.4	Client Acceptance of Cutover Plan

Black	Woolpert-owned task
Green	Client-owned task
Purple	Remote review meeting
Blue	On-site workshop
Olive	QA/QC
Red	Deliverable acceptance
Orange	Phase acceptance, close



## PHASE 2 | DEVELOP

Woolpert will pursue the migration and configuration efforts necessary for Cityworks AMS Configuration, Dashboards and Reports. Woolpert will work alongside Augusta stakeholders to complete the work for configuration, dashboards and reports.



### 2.1 AMS Configuration, Dashboards and Reports Migration

Woolpert will configure the solution where required for the upgrade to Cityworks 23x, and migrate reports, and dashboards for Cityworks AMS. Woolpert will also help support any configuration changes required to support the upgrade to 23x and oversee the systems integrations in tandem with Augusta. After implementing these changes, Woolpert will conduct a remote review meeting with Augusta's Cityworks AMS core team. During the session, Woolpert will demonstrate the solution and discuss the updates completed.

Category	Details
<b>Woolpert Deliverables</b>	<ul style="list-style-type: none"> <li>Perform updates and conversions of reports, dashboards, and configuration to ensure a smooth transition from Office to Respond. This will be completed with the existing configuration and new configuration is not included as part of this scope of work.</li> <li>Facilitate remote review meetings for up to four (4) hours in duration to demonstrate changes and receive feedback.</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>This effort will focus on moving from Crystal Reports to Active Reports.</li> <li>Woolpert has provided a block of hours and fee to support the reporting migration. Woolpert will migrate as many reports as possible within the allotted fee but provide training to Augusta staff to complete the effort.</li> <li>Woolpert will demo the new functionality to Augusta and assist as much as possible with the provided fee.</li> </ul>
<b>Augusta Responsibilities</b>	<ul style="list-style-type: none"> <li>Participate in the remote review meetings.</li> <li>Provide feedback to Woolpert on updates and changes made during the remote meetings.</li> </ul>

**Related Tasks and Sub-Tasks**

WBS	Task Name
<b>2.1</b>	<b>AMS System Integrations, Configuration, Dashboards and Reports Migration</b>
2.1.1	Dashboard Training & Migration
2.1.2	Active Reports Cityworks AMS Migration & Training
2.1.3	Configuration Modifications
2.1.4	Support for Augusta Staff
2.1.5	Remote Report Review Calls
2.1.6	Augusta to Review and Approve Updates for Moving to Formal UAT

Black	Woolpert-owned task
Green	Client-owned task
Purple	Remote review meeting
Blue	On-site workshop
Olive	QA/QC
Red	Deliverable acceptance
Orange	Phase acceptance, close

## 2.2 System Integration Validation

Augusta has an enQuesta integration established with the Cityworks system to allow automated exchanges of information. Woolpert previously completed the upgrade to Cityworks 23x during phase 1, in Augusta's Development environment with the support of Augusta's IT technical team. In collaboration, Woolpert and Augusta technical staff will use this task to ensure the integration is intact and functioning with the upgraded system prior to proceeding with the Deployment phase.

Category	Details
<b>Woolpert Deliverables</b>	<ul style="list-style-type: none"> <li>Provide support to Augusta with Integrations API authentication updates.</li> <li>Test the solution and provide feedback and direction to the Augusta IT Support team.</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>Any changes to the integration will be performed by Augusta with Woolpert support.</li> </ul>
<b>Augusta Responsibilities</b>	<ul style="list-style-type: none"> <li>Conduct Integration API authentication updates, as required by Cityworks 23x.</li> <li>Confirm the enQuesta integration is functioning as expected</li> </ul>

**Related Tasks and Sub-Tasks**

WBS	Task Name
<b>2.2</b>	<b>System Integration Validation</b>
2.2.1	Woolpert to Support Integrations

Black	Woolpert-owned task
Green	Client-owned task
Purple	Remote review meeting
Blue	On-site workshop
Olive	QA/QC
Red	Deliverable acceptance
Orange	Phase acceptance, close



## PHASE 3 | DEPLOY

The deployment process for the update to Cityworks 23x will be relatively straightforward, given the Augusta's extensive experience with the Cityworks AMS program. The primary focus of this phase will be to train the Cityworks AMS users with the Respond Application, in a train the trainer approach, so they can discontinue usage of the Office platform.



Woolpert will initiate this phase with a formal user acceptance training (training) for users. After completing the training, Woolpert will provide remote support as users test the solution identified as user acceptance testing (UAT). Woolpert and Augusta will then embark on formal end-user training preparations and a series of onsite end-user train-the-trainer training sessions. Cityworks Users will provide training on the navigation of Respond, dashboards, queries, and how to access reports. System Administrators will also receive training to identify the new components that will be required to manage the Cityworks 23x environment. Upon completion of the end-user training, the upgrade cutover for the production environment will be executed. The Cutover Plan will be used to critically execute all upgrade tasks inclusive of the tracking worksheet, to ensure updates to the configuration, dashboards and reports.

To complete the Cityworks portion of the Cityworks 23x Upgrade project, Woolpert will provide up to one month of go-live support with the fee left in the project.

### 3.1 User Acceptance and Training

The primary objective of system testing is to thoroughly assess the upgraded solution, ensuring that all delivered functionalities—such as configuration updates, reports, dashboards and the integration—are operating correctly. Woolpert will provide training for the upgraded solution for a core team of testers. These individuals will be responsible for testing and will collect the feedback from their internal teams and provide this information to Woolpert for improvement or update. Woolpert will provide ongoing support during the testing period and after the testing concludes, will make any final modifications based on testing feedback.

Category	Details
<b>Woolpert deliverables</b>	<ul style="list-style-type: none"> <li>• Provide remote training for up to two (2) hours.</li> <li>• Provide UAT testing support for up to sixteen (16) hours.</li> <li>• System Updates based on UAT Feedback.</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>• Configuration updates should not consist of newly developed system requirements. There may be minor tweaks to the system to ensure integrations, dashboard and report functionality is as desired.</li> </ul>

Category	Details
	<ul style="list-style-type: none"> <li>The training will demonstrate any changes or updates to the solution that have been performed, and how to navigate the solution where changes have occurred.</li> <li>Woolpert will not proceed with end-user training until Augusta has provided written approval to move forward and is accepting that testing is complete.</li> <li>The Core team will be responsible for supporting their internal divisions/departments and collecting any feedback to provide to Woolpert during the testing process.</li> <li>There will be no testing scenarios provided as this is an upgrade so workflows and how users work is conducted should not change. They can utilize their existing processes to test the solution.</li> </ul>
<b>Augusta responsibilities</b>	<ul style="list-style-type: none"> <li>Provide a core team of testers for UAT training</li> <li>Participate in the UAT training sessions</li> </ul>

### Related Tasks and Sub-Tasks

WBS	Task name
<b>3.1</b>	<b>User Acceptance Testing</b>
3.1.1	User Acceptance Prep
3.1.2	Augusta to Prepare for UAT
<b>3.1.3</b>	<b>Remote User Acceptance Testing</b>
3.1.3.1	User Acceptance Training
3.1.3.2	User Acceptance Testing Support
3.1.4	Configuration Tweaks Based on UAT Feedback

Black	Woolpert-owned task
Green	Client-owned task
Purple	Remote review meeting
Blue	On-site workshop
Olive	QA/QC
Red	Deliverable acceptance
Orange	Phase acceptance, close

## 3.2 Respond End-User Training

After completing user acceptance training and testing, Woolpert will prepare for Respond End-User Training, in a train-the-trainer approach, for Cityworks users. Woolpert will work with the Augusta Project Managers to align the training agenda and schedule. Woolpert will prepare training documentation, which will serve as a reinforcement guide after onsite end-user training courses are conducted. Up to four (4) days of onsite Respond end-user training will be facilitated by one Woolpert resource. Up to ten (15) trainees per one (1) Woolpert trainer are recommended to yield the best outcome, that allows trainers to provide ample support during classes. Core Respond navigation, dashboard access and configuration, and report access will be covered in the End User training courses. Administrators will also be designated a training course to cover new configuration management items necessary for managing Cityworks 23x.



Category	Details
<b>Woolpert deliverables</b>	<ul style="list-style-type: none"> <li>• Provide Training Agenda</li> <li>• Provide up to four (4) days of onsite Respond AMS training</li> <li>• Provide one resource to lead onsite trainings</li> <li>• Prepare Cityworks Respond 101 AMS training materials</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>• Woolpert will not provide any printed training material. Digital content provided only.</li> </ul>
<b>Augusta responsibilities</b>	<ul style="list-style-type: none"> <li>• Coordinate and reserve adequate training facility during onsite training days.</li> <li>• Schedule and coordinate project participants.</li> <li>• Approve Training Agenda.</li> </ul>

### Related Tasks and Sub-Tasks

WBS	Task name	
<b>3.2</b>	<b>AMS Respond Training</b>	Black Woolpert-owned task
3.2.1	Training Preparation	Green Client-owned task
3.2.1.1	Prepare and Provide Training Agenda	Purple Remote review meeting
3.2.1.2	Prepare AMS Training Materials	Blue On-site workshop
3.2.1.3	Prepare for AMS Training	Olive QA/QC
3.2.1.4	Augusta Prepare for Onsite Training	Red Deliverable acceptance
<b>3.2.2</b>	<b>Onsite AMS Respond Training</b>	Orange Phase acceptance, close
3.2.2.1	Respond AMS Training	
3.2.2.3	Administrator Training	

## 3.3 Production Go-Live of Cityworks 23.x

Once end-user training is accepted and Augusta has received onsite Respond training, Woolpert with Augusta's support will execute the Upgrade Cutover Plan Tasks. Following the execution of the Upgrade Plan, Woolpert will provide up to thirty (30) days of go-live support up to forty (40) hours. This will allow some time for staff to escalate any follow-up questions as they transition into using the Respond application.

Category	Details
<b>Woolpert Deliverables</b>	<ul style="list-style-type: none"> <li>• Upgrade the Production environment with changes based on the Cutover Plan to Cityworks 23.</li> <li>• Up to Thirty (30) days of Go-Live support for up to forty (40) hours.</li> </ul>



Category	Details
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>Notify end-users of the event and ensure Woolpert has sufficient time to perform these changes.</li> </ul>
<b>Augusta Responsibilities</b>	<ul style="list-style-type: none"> <li>Provide IT and administrator support during the upgrade process.</li> <li>Notify end-users when the system will be down, and when it will be ready for use.</li> <li>Conduct Integrations API authentication updates, as required by Cityworks 23.</li> <li>Confirm Production upgrade is complete.</li> </ul>

### Related Tasks and Sub-Tasks

WBS	Task Name
<b>3.3</b>	<b>Execute Upgrade Cutover Plan Tasks</b>
3.3.1	Upgrade Production Environment from 15.8.6 to 2023.X
3.3.1.1	Augusta To Take Snapshot of PROD Environment
3.3.1.2	Woolpert to Apply and Install Upgrade Files
3.3.1.3	Woolpert To Apply Upgrade to Cityworks Production Server
3.3.1.4	Woolpert To Apply Cityworks Database Update
3.3.1.5	Woolpert to Install Style Plug-in
3.3.1.6	Woolpert To Install Storeroom Plug-In for Respond
3.3.1.7	Report File Migration to Production Environment
3.3.1.8	Woolpert to Provide Support to Augusta with Integration
3.3.2	<b>Go-Live Support</b>
3.3.2.1	Augusta AMS Users Officially Exclusively Use Respond Application
3.3.2.2	Woolpert to Provide 30 Days Remote Post-Upgrade Support

Black	Woolpert-owned task
Green	Client-owned task
Purple	Remote review meeting
Blue	On-site workshop
Olive	QA/QC
Red	Deliverable acceptance
Orange	Phase acceptance, close

## PROJECT MANAGEMENT TASKS

Woolpert utilizes the PMI project management methodology, frequently combining elements of both waterfall and agile approaches. Project Management demands organization, coordination, prioritization skills, attention to detail, and adept problem-solving abilities. Woolpert and Augusta will channel their efforts towards keeping projects on track, within budget, and aligned with scope, pivotal for achieving



successful outcomes. To achieve this, the following tasks are outlined for successful project management:

- Notice to Proceed
- Resource and Schedule Coordination
- Status Meetings
- Internal Status Meetings
- Ad-Hoc Meetings
- Progress Reporting
- Project Administration
- Project Closeout

Woolpert's Project Management approach draws heavily from the best practices of the Project Management Institute (PMI) for project delivery.

## Notice to Proceed

Upon contract award, Woolpert will request a Notice to Proceed (NTP) from Augusta. Upon receipt of the signed contract and NTP, Woolpert will commence project setup in our financial system and allocate resources accordingly. The Woolpert project manager plays a pivotal role in facilitating pre-project communication, ensuring that any queries regarding scope, schedule, or budgets are addressed during the contracting phase.

## Schedule Management and Resource Planning

Project schedule coordination and resource planning will be performed using Microsoft Project and Microsoft Dynamics software, respectively. Project schedules and tasks will be monitored and adjusted depending on Augusta's priorities and ability to make its staff and facilities available at the appropriate times throughout the project. An updated project schedule delineating resources, scheduled tasks, and completed tasks will be maintained and available to all Woolpert and Augusta project participants. The Woolpert project manager will post monthly project schedule updates in both MS Project and PDF formats.

When the project schedule is changed, Woolpert updates the resource planning within MS Dynamics. Therefore, every change made creates additional updates that are required for keep resource management up to date. Changes to onsite time must be conducted at a minimum of three weeks from traveling. This keeps the costs down for both Woolpert and Augusta.

## Augusta Status Meetings

Woolpert will facilitate regularly occurring status meetings to review overall project progress. Topics covered by our project manager include but are not limited to:

- Activities, action items, and deliverables completed to date.
- Activities, action items, and deliverables in progress or scheduled.
- Technical or contractual items that require corrective action.
- Review the issue log and risk register.

Woolpert team meeting participants include the project manager and other technical team members, as required. The Augusta meeting participants include the project manager and other team members as





deemed necessary by the Augusta project manager or as requested by the Woolpert project manager. When feasible, the status meetings will be held onsite in conjunction with other scheduled onsite tasks. Otherwise, the meetings will be facilitated remotely using Microsoft Teams. The Woolpert project manager will prepare meeting notes that will be posted on the shared Microsoft Teams site shortly after each meeting for the team to review.

## Internal Status Meetings

Internal project meetings will be held among the Woolpert team members with active or upcoming project tasks to ensure consistent communication about progress, schedules, and issues impacting the successful delivery of any task or sub-task. Woolpert's project manager will utilize these meetings to control the resource load throughout the project.

## Ad-Hoc Meetings

On an as-needed basis, there will be times when Augusta and/or Woolpert require an unscheduled meeting to address project management concerns such as scheduling, risks, budget, and business decisions. There will be a set number of hours allowable for ad-hoc meetings within the project budget.

## Progress Reporting

The Woolpert project manager will prepare a progress report that will be presented at the Augusta project status meeting. The report documents accomplishments, planned activities, budget status, issues, risks, and action items. Excel exports of the project plan reflecting completed tasks, task percent completes, task actual versus planned completion dates, and proposed completion dates for future tasks. Additionally, monthly Woolpert will provide Augusta stakeholder progress report for upper management. This will provide a high-level overview of the project status, risks, budget, and schedule.

## Project Administration

With all projects, there are administrative tasks that must be performed, such as project collaboration site establishment and maintenance, billing, invoice coordination, and more. Woolpert will provide the following general project management services:

- Coordinate project events with Augusta project manager and Woolpert team members.
- Author, edit, review, and distribute project documentation and technical reports as required.
- Maintain a secure Microsoft Teams project collaboration website to post project schedule details, in-process tasks, responsible parties, technical documentation, and other project collaboration tools.
- Perform miscellaneous project administration (e.g., arrange travel and internal project updates).
- Anticipate problem areas and propose and facilitate solutions.

## PROJECT SCHEDULE AND BUDGETARY ESTIMATE

The estimated project duration is approximately **three (3) months**. Woolpert can make this timeline less or more aggressive depending on the needs of Augusta. For the upgrade process, Woolpert will perform



this effort on a Time and Material fee basis with fees not to exceed \$75,000. Invoices will be submitted monthly, as charges are incurred.

## Upgrade to Cityworks 23x and AMS Respond Training

WBS	Task Name	Estimated Cost
	<b>Cityworks Upgrade to 23.X and AMS Respond Training</b>	
<b>PM</b>	<b>Project Administration</b>	<b>\$9,750.00</b>
<b>1</b>	<b>Design</b>	<b>\$4,821.76</b>
1.1	Request for Information	\$523.20
1.2	Kickoff Meeting & Demo	\$1,159.36
1.3	Upgrade Development Environment to 23.X	\$1,744.00
1.4	Upgrade (Cutover) Plan Document	\$1,395.20
<b>2</b>	<b>Develop</b>	<b>\$28,922.04</b>
2.1	Configuration Support	\$22,382.04
2.2	System Integration Validation	\$6,540.00
<b>3</b>	<b>Deploy</b>	<b>\$31,506.20</b>
3.1	User Acceptance Testing	\$6,976.00
3.2	AMS Respond Training	\$13,751.80
3.3	Execute Upgrade (Cutover) Plan Tasks	\$10,778.40
<b>Total Estimate:</b>		<b>\$75,000.00</b>





Print Form

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

Vendor: Woolpert E-Verify Number: 11815

Commodity: Cityworks Upgrade to Version 23

Estimated annual expenditure for the above commodity or service: \$ 75,000.00

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.)
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: Reggie Horne Department: Information Technology Date: 9/20/2024

Department Head Signature: [Signature] Date: 9/24/2024

Approval Authority: [Signature] Date: 9/24/2024 10/18/24

Administrator Approval: (required — not required) Date:       

COMMENTS: Commission



# INFORMATION TECHNOLOGY

**Tameka Allen**

Chief Information Officer

**Reggie Horne**

Deputy Chief Information Officer

**Gary Hewett**

Deputy Chief Information Officer

To: Ms. Geri Sams, Director, Procurement

From: Ms. Tameka Allen, CIO

SEP 23 PM 2:28

Date: September 20, 2024

Subject: Request for Approval – Cityworks Upgrade to Version 23

The Augusta Information Technology Department has been exploring options for upgrading Cityworks. Cityworks is the City of Augusta's enterprise asset management and work order software system. This system is used by multiple departments to manage their workflows, route customer requests, and manage physical assets. Major users include Utilities, Central Services, the Marshal's Office, Parks & Recreation, Engineering, and 311.

Augusta IT would like to engage Woolpert to help support the upgrade of the Development (DEV) and Production (PROD) Cityworks environments and to provide train-the-trainer training for end users thus enabling a smooth transition to upgraded functionality. The Cityworks DEV and PROD environments will be upgraded from version 15.8.6 to 23x (the most up-to-date version Cityworks offers). Enhanced mobile functionality will also be included in this upgrade.

I've attached the proposal from Woolpert for this project, and it includes all the necessary work components to support this upgrade. The attached statement of work sets terms for upgrade support on a time and materials basis. Hours will be billed as incurred, with a total cost not to exceed \$75,000.00.

The total estimated cost of this upgrade is \$75,000.00 to be funded from the SPLOST V and VI Software Allocation funds. I am sending this request through Procurement for sole-source authorization. I am requesting sole-source approval as Woolpert is the original integrator of the Cityworks system for Augusta. Upon your review and approval, this item will be submitted to the Augusta Commission for final approval.

Thank you in advance for your consideration and response.

Approve/Deny:

Ms. Geri Sams, Director, Procurement

Date:

9/24/24 10/18/24

Attachment

Information Technology  
535 Telfair Street, Building 2000  
Augusta, GA 30901  
(706) 821-2522 – FAX (706) 821-2530  
www.AugustaGa.gov



## PUBLIC SAFETY COMMITTEE MEETING

Meeting Date: 10/29/24 1:20PM

### FY25 CRIMINAL JUSTICE COORDINATING COUNCIL DELINQUENCY PREVENTION GRANT PROGRAM

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<b>Department:</b>	JUVENILE COURT
<b>Presenter:</b>	PAIGE FORD
<b>Caption:</b>	Motion to approve the acceptance of the \$50,000 grant award for the FY25 Delinquency Prevention Program
<b>Background:</b>	FY25 CRIMINAL JUSTICE COORDINATING COUNCIL DELINQUENCY PREVENTION GRANT PROGRAM
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	\$50,000 of grant funding for Juvenile Court programs
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	BUDGET WILL BE CREATED ONCE AWARD IS ACTIVATED
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Victoria Ford**

---

**From:** Haley McKinney <haley.mckinney@cjcc.ga.gov>  
**Sent:** Thursday, September 26, 2024 9:55 AM  
**To:** Victoria Ford; Nancy He; Audrey Armistad  
**Cc:** Chelsea Benson  
**Subject:** [EXTERNAL] Award Notification: Delinquency Prevention Grant Program

Good Morning,

Congratulations. It's my pleasure to inform you that the Criminal Justice Coordinating Council has awarded Augusta-Richmond County \$50,000 as part of the FY25 Delinquency Prevention Grant Program (DP2). We will be sending a separate email containing the award packet **in the coming weeks**, instructions on how to submit the packet, and any additional guidance regarding your budget.

Thank you for your dedication to helping our youth and we look forward to continue working with you all!

**Haley Dunn-McKinney**

Planning and Policy Development Specialist II, Juvenile Justice

[Criminal Justice Coordinating Council](#)

104 Marietta St. NW, Suite 440, Atlanta, GA 30303

O: 404.657.1956 | D: 404.654.1781

[**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.]

# AUGUSTA, GEORGIA

## New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

### Proposal Project No. Project Title

PR000525 JUVENILE FY25 Delinquency Prevention Grant

The Delinquency Prevention Grants Program provides funding for the implementation of evidence based programming like the Strengthening Families Program for strategies to youth who are first time offenders, diverted from the juvenile justice system, or charged with a status offense and identified

as at-risk.

NO EEO Required.

NO Local Match Required.

Start Date: 10/01/2024

End Date: 09/30/2025

Submit Date:

Department: 022

Juvenile Court

Cash Match?

N

Total Budgeted Amount: 50,000.00

Total Funding Agency:

50,000.00

Total Cash Match:

0.00

Sponsor: GM0012

DOJ  
Criminal Justice Coord Co

Sponsor Type: PT

pass through Federal

Purpose: 2

Serve Comm. Juvenile Cts

Flow Thru ID: GM0012 CJCC

### Contacts

Type	ID	Name	Phone
I	GMI025	DaCara Brown	(706)821-4261

### Approvals

Type	By	Date
FA	D. CRAIG	08/09/2024

Dept. Signature:

Grant Coordinator Signature:

MJ@ 8/12/2024

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

User: DB06631 - DaCara Brown

Page

Current Date: 08/09/2024

Report: GM1000\_PROPOSAL - GM1000: Grants Management: 1

Current Time: 10:41:42





## PUBLIC SAFETY COMMITTEE MEETING

Meeting Date: 10/29/24

### VICTIMS OF CRIME VOCA GRANT PROGRAM PROJECT LIFTT

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<b>Department:</b>	JUVENILE COURT
<b>Presenter:</b>	PAIGE FORD
<b>Caption:</b>	Motion to approve the acceptance of the \$100,000 continuation VOCA grant award.
<b>Background:</b>	VOCA- Victims Of Crime Act grant used to fund the VOCA LIFTT Program in Juvenile Court.
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	\$100,000 of grant funding for victims of crime in Juvenile Court
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	BUDGET WILL BE CREATED ONCE AWARD IS ACTIVATED
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**AUGUSTA, GEORGIA**  
**New Grant Proposal/Application**

Item 37.

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

**Proposal Project No. Project Title**

PR000540 JUVENILE VOCA PROJECT LIFTT

REQUESTING CONTINUATION GRANT FUNDS OFFERED BY THE CRIMINAL JUSTICE COORDINATING COUNCIL VOCA  
GRANT FOR THE JUVENILE COURT PROJECT LIFTT PROGRAM. NO CASH MATCH.EEO REQUIRED: NO/ EEO  
DEPARTMENT NOTIFIED: NO

**Start Date:** 10/01/2024

**End Date:** 09/30/2025

**Submit Date:** 09/10/2024

**Department:** 022

Juvenile Court

**Cash Match?**

N

**Total Budgeted Amount:** 100,000.00

**Total Funding Agency:**

100,000.00

**Total Cash Match:**

0.00

**Sponsor:** GM0012

Criminal Justice Coord Co

**Sponsor Type:** F

Federal

**Purpose:** 2

Serve Comm Juvenile Cts

**Flow Thru ID:** GM0012 Criminal Justice Coord Co

**Contacts**

Type	ID	Name	Phone
I	24684	FORD, VICTORIA P	0-

**Approvals**

Type	By	Date
FA	D. CRAIG	09/10/2024

**Dept. Signature:**

**Grant Coordinator Signature:**



MA@ 9/12/2024

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Donna B Williams

Finance Director

9-12-2024

Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

[Signature]

Administrator

9/12/24

Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

**Victoria Ford**

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**From:** Audrey Armistad  
**Sent:** Friday, October 18, 2024 4:27 PM  
**To:** Victoria Ford; Nolan Martin  
**Subject:** Fw: [EXTERNAL] RE: VOCA Continuation Grant

Thanks,  
Dr. Audrey R. Armistad  
CHINS and Programs Coordinator/Education Specialist  
Richmond County Juvenile Court  
aarmistad@augustaga.gov

---

**From:** Natalie Williams <natalie.williams@cjcc.ga.gov>  
**Sent:** Friday, October 18, 2024 4:03 PM  
**To:** Audrey Armistad <AArmistad@augustaga.gov>  
**Cc:** Victoria Miller <victoria.miller@cjcc.ga.gov>  
**Subject:** [EXTERNAL] RE: VOCA Continuation Grant

Hi Audrey,

Yes, you all did get awarded a continuation grant. Your award amount is \$100,000. We are currently working on getting those awards out. The hope is to have them out by the end of the month the latest, as we are currently working to finalize closeouts.

Thank you for your patience and please let me know if you have any additional questions.

**Natalie Williams Rice, MPH, CHES**

Domestic Violence and Community Programs Unit Program Director

[Criminal Justice Coordinating Council](#)

104 Marietta St. NW, Suite 440, Atlanta, GA 30303

D: 404.657.2224 | M: 678.836.5357 | VRI: 404.902.8826



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**From:** Audrey Armistad <AArmistad@augustaga.gov>  
**Sent:** Thursday, October 17, 2024 4:41 PM  
**To:** Natalie Williams <natalie.williams@cjcc.ga.gov>  
**Cc:** Victoria Miller <victoria.miller@cjcc.ga.gov>  
**Subject:** VOCA Continuation Grant

**This message came from outside your organization.**



## Public Safety

Meeting Date: October 29, 2024

### Approve Cloud Server, Memory, Storage, and Network Resources

<b>Department:</b>	Information Technology
<b>Presenter:</b>	Mr. Reggie Horne, Interim Chief Information Officer
<b>Caption:</b>	Approve Cloud Server, Memory, Storage, and Network Resources.
<b>Background:</b>	Augusta's current Disaster Recovery resources are limited, approaching end of life, and end of support. Migrating to a cloud-based Disaster Recovery scenario from an on-premise environment will improve time to recover, scalability, and access. Utilization of cloud resources will reduce the opportunity for data loss by uploading a mirror image of Augusta's production environment.
<b>Analysis:</b>	By utilizing cloud-based resources Information Technology will not incur expenses for technology upgrades, hardware support, or on-premise operating expenses. Additionally, Augusta can scale up resources, as needed, without investing in physical infrastructure.
<b>Financial Impact:</b>	The total annual cost of these licenses is \$160,920.00, with an additional one-time implementation charge of \$5,250.23 in the first year. The first-year costs will be funded from the Information Technology capital and operating budgets (272015410-5424210 and 101015410-5223110). Ongoing costs for the second year and after will be funded the IT operating budget (101-01-5410).
<b>Alternatives:</b>	Continue to utilize existing on-premise resources.
<b>Recommendation:</b>	Approve Cloud Server, Memory, Storage, and Network Resources
<b>Funds are available in the following accounts:</b>	The total annual cost of these licenses is \$160,920.00, with an additional one-time implementation charge of \$5,250.23 in the first year. This project is budgeted in the Information Technology capital and operating funds (272015410-5424210 and 101015410-5223110).
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

Augusta  
G E O R G I A

## 599



**Date** 10/18/2024  
**Quote #** 24-70084  
**Expires** 11/17/2024  
**Sales Rep** Nadia Namdari  
**Project Name** Total DR Group ZDR - Annual Payments  
**Terms** Net 30  
**Shipping Via** Drop Ship

**Remit To**

TSA, Inc.  
 1283 Kennestone Circle STE 100  
 Marietta, GA 30066

**Bill To**

Attn: Accounts Payable Suite 800  
 City of Augusta  
 Municipal Building 1000  
 535 Telfair St  
 Augusta GA 30901-2371  
 United States

**Ship To**

Gary Hewett  
 City of Augusta - IT  
 535 Telfair St Bldg 2000  
 Augusta GA 30901-2387  
 United States

Item	Quantity	Description	Annual	3 Year Ext.
<b>Reserved Resources</b>				
DR-Z-BUN	1	11:11 DRaaS for Zerto - Bundle	\$0.00	\$0.00
LIC-DR-Z-STD-R	3	11:11 DRaaS for Zerto - 134 Standard Licenses (Per VM)	\$72,038.40	\$216,115.20
DR-Z-STO-ACC-R	3	11:11 DRaaS for Zerto - Reserved Accelerated Storage - 60,000 (Per GB)	\$56,448.00	\$169,344.00
DR-Z-SC-CPU-R	3	iland Secure DRaaS for Zerto Reserved CPU - Qty 8 (per GHz)	\$7,056.00	\$21,168.00
DR-Z-SC-RAM-R	3	iland Secure DRaaS for Zerto Reserved RAM - Qty 16 (per GB)	\$2,016.00	\$6,048.00
<b>Networking &amp; FW</b>				
M-ASAv50-AC3000	3	Cisco ASAv50 w/3,000 AnyConnect licenses	\$17,847.36	\$53,542.08
ECS-VLAN NTWK-	3	iLand Private VLAN - Qty 2	\$138.24	\$414.72
IP-ADR-59	3	Public IP Addresses Block - 59 Usable (/26)	\$5,376.00	\$16,128.00
<b>Burst Resources</b>				
DR-Z-STO-ACC-B	0	11:11 DRaaS for Zerto - Burst Accelerated Storage (Per GB/hr)	\$0.00	\$0.00
DR-Z-SC-CPU-B	0	iland Secure DRaaS for Zerto Burst CPU (per GHz/hr)	\$0.00	\$0.00
DR-Z-SC-RAM-B	0	iland Secure DRaaS for Zerto Burst RAM (per GB/hr)	\$0.00	\$0.00
<b>One-Time Fee: Managed DRaaS Deployment</b>				
PS-DEPLOY-DR	1	11:11 DRaaS Deployment Service	\$5,250.23	\$5,250.23

SEND PO TO: tsa.po.atl@tsa.com

SALES REP CONTACT:  
nadia.namdari@tsa.com  
(404) 978-7010

Thank you for your business.

Pricing based on 3 year contract term.

All Credit Card purchases are subject to a 3% convenience fee.

Taxes and Freight are not included in this quote; they will be assessed upon invoice.

<b>First Year</b>	\$166,170.23
<b>Annually</b>	\$160,920.00
<b>Total</b>	\$488,010.23

Authorized Signature \_\_\_\_\_

Company City of Augusta

Printed Name Garnett Johnson

Title Mayor

Date \_\_\_\_\_

City of Augusta PO \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Company Technical & Scientific Application, Inc

Printed Name Brian Spivey

Title Managing Partner

Date \_\_\_\_\_

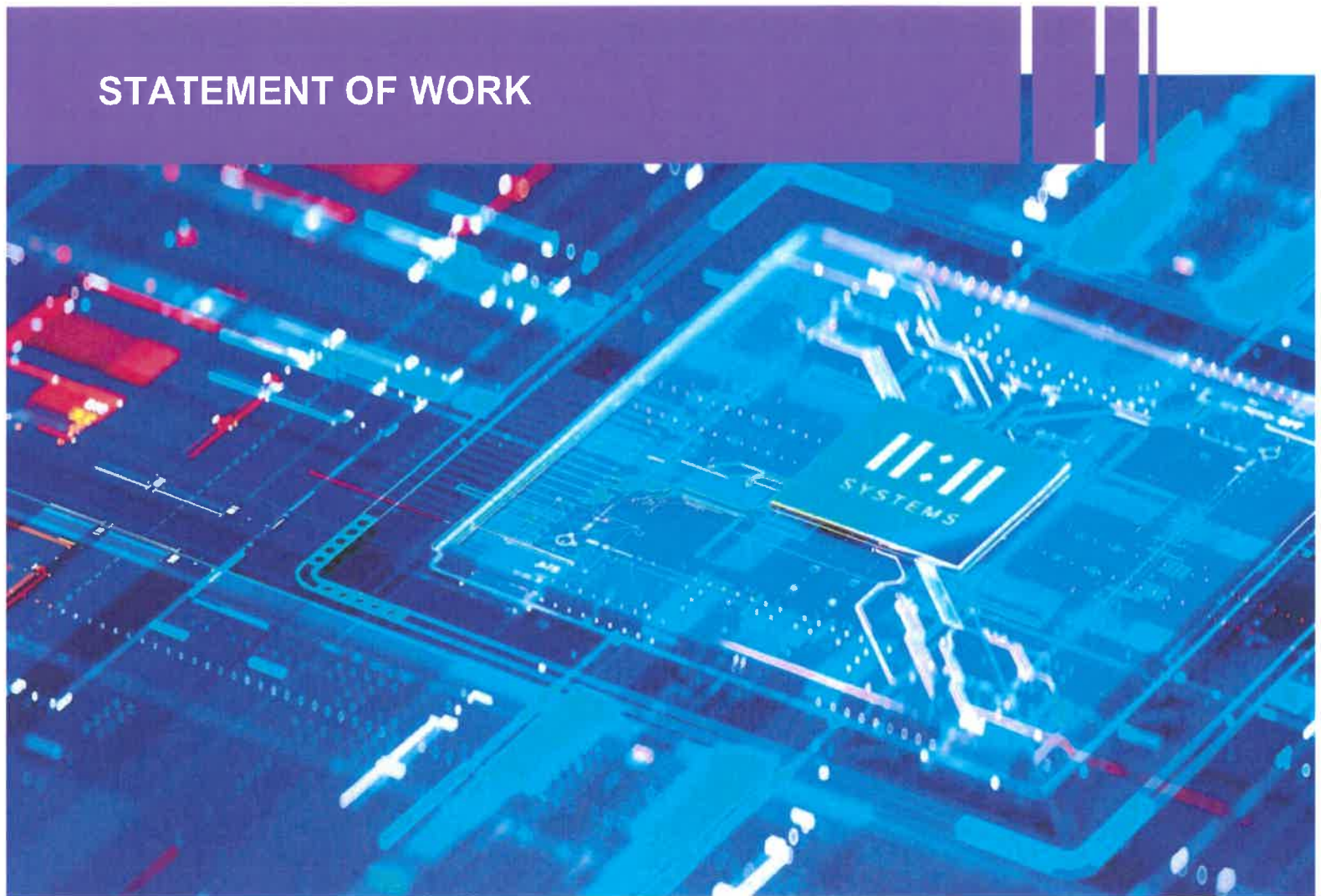


**11:11 SYSTEMS**

# **11:11 DRAAS FOR ZERTO WITH DEPLOYMENT SERVICE**

Prepared for City of Augusta

## **STATEMENT OF WORK**





## SUMMARY

This statement of work will explain how the Provider will deploy 11:11 DRaaS for Zerto with the DRaaS Deployment Service. The disaster recovery solution will be deployed following the Provider's best practices as specified under Section 2.9 of the Service Schedule.

## INCLUDED IN THE PROJECT

- *11:11 Cloud* for running live and protected virtual workloads.
- *11:11 Cloud Console* single-pane, web-based management interface.
- *11:11 DRaaS Deployment Service*; this adds managed services to deploy, monitor, and maintain your disaster recovery solution.
- Standard built-in security features; including vulnerability scanning, malware protection, integrity monitoring, log event monitoring, network intrusion prevention, and web reputation monitoring.
- 11:11 Systems-supplied target Cisco ASAv50 virtual networking appliance.
- Zerto replication software & licensing for replicating your virtual workloads to the Provider.
- Standard 24 hour, 7 days a week phone, web, email support.

## PROJECT MILESTONES

- Project kick-off.
- Design and planning completed.
- 11:11 Cloud environment deployed and handed-off to Customer.
- 11:11 Systems-supplied target virtual appliance deployed.
- Site to site connectivity for replication established.
- Replication software deployed.
- Workload replication configured and replication started.
- Initial failover testing completed.
- Project closure and training.

## START OF BILLING

- Billing for this project will begin according to the Service Commencement Date for the services as defined on the applicable Work Order.

## PLACE OF PERFORMANCE

- All work completed by the Provider's project team will be performed remotely.
- All scheduled meetings are held by way of phone call or screen share sessions scheduled by the Provider's project manager.

- Written correspondence will be done through email via the email thread of the Provider's project tickets.

## NOT INCLUDED IN THIS PROJECT

- Anything not listed in the project outline below.
- Customer application setup, configuration, or management.
- Unscheduled after-hours support related to the deployment as specified in this Statement of Work. All work performed that is not during the Provider's normal business hours of Monday-Friday 8:00 am – 5:00 pm (time zone based on data center location where services are located) will be subject to current i-Tech rates.

## PROJECT OUTLINE

### INITIATION

Task	Provider	Customer
Read and understand this Statement of Work.	✓	✓
Send welcome package including welcome letter and deployment guide.	✓	
Request any documentation or diagrams required to deploy the cloud environment.	✓	
Send requested documentation and diagrams.		✓
Schedule the kick-off call.	✓	

### KICK-OFF

Task	Provider	Customer
Attend the kick-off call	✓	✓
Review and confirm project expectations in accordance with the Statement of Work (SOW) and the supporting Service Schedules and Service Levels Agreements	✓	✓
Verify plans laid out in the Statement of Work (SOW) and validate technical details with the Customer to ensure project success	✓	✓
Review current solution design with the Provider's Deployment Engineers and Customer	✓	✓
Cover general timelines and key milestones of the project	✓	✓
Review onboarding and services documentation and deliverables	✓	✓

Task	Provider	Customer
Establish general schedule for weekly project status calls	✓	✓
Establish next steps and/or follow-up planning and design meetings	✓	✓

## DESIGN AND PLANNING

The Provider and the Customer's business, technical and engineering resources will collaborate during the design and planning phase to ensure successful implementation, configuration, and onboarding of all required service components.

Task	Provider	Customer
Attend all scheduled workshops and meetings as needed to complete all necessary documentation and design planning	✓	✓
Provide all requested compute, storage, network and security information as outlined in the Onboarding Provisioning Form	✓	✓
Collaborate to define a final network design to support replication, end-user access, 3rd party access (if applicable), and internet connectivity to and from the Provider's Disaster Recovery site	✓	✓
Collaborate and define an application service catalog for all applications within the scope of the recoverable workloads	✓	✓
Collaborate and define the workload and application recovery process within the Provider's Recovery Action Plan	✓	✓
Review and validate final design with the Provider's Deployment Engineers and Customer	✓	✓

## DEPLOYMENT

The Provider's engineering and technical teams provision and deploy all service components in collaboration with the Customer to meet the specifications of the agreed upon service design.

**11:11 CLOUD ENVIRONMENT DEPLOYED AND HANDED-OFF TO CUSTOMER**

Task	Provider	Customer
Deploy the Virtual Data Center (VDC) consisting of compute, memory, storage as detailed in the work order	✓	
Deploy the Replication Edge, a VMware NSX Edge virtual firewall which provides transport for Zerto replication data	✓	
Deploy the internal virtual networks and configure private IP address subnets	✓	
Create a tenant account and securely transmit the credentials	✓	
Create additional users and roles within the <i>11:11 Cloud</i> as needed		✓

**PROVIDER-SUPPLIED VIRTUAL APPLIANCES DEPLOYED**

Task	Provider	Customer
Provide virtual network appliance software.	✓	
Deploy the external virtual network (VLAN) and assign a new public IP address subnet.	✓	
Deploy the internal virtual networks (VLANs) and configure private IP address subnets.	✓	
Deploy the virtual network appliances.	✓	
Install the license and configure the virtual network appliances.	✓	

**SITE TO SITE CONNECTIVITY FOR REPLICATION DEPLOYED**

Task	Provider	Customer
Coordinate and establish the supported VPN configuration options between the Provider and Customer	✓	✓
Configure the IPsec VPN tunnel between the on-premises data center and the Provider's virtual data center.	✓	✓
Deploy the Zerto Cloud Connectors (ZCC) on the replication network.	✓	

**REPLICATION SOFTWARE DEPLOYED**

Task	Provider	Customer
Create a new virtual machine with the required resources and Windows Server operating system on which the Zerto ZVR software will be installed		✓
Install the Zerto Virtual Manager (ZVM) software on the dedicated virtual machine configured above	✓	✓
Perform Zerto site pairing between the Customer site(s) and the Provider's Disaster Recovery site	✓	✓
Configure the ZVM to connect to its vCenter Server and ensure that the service accounts used for this connection have the required permissions	✓	✓
Deploy Zerto Virtual Replication Appliances (Z-VRA) to each ESXi host in the Customer source data center(s)	✓	✓



## WORKLOAD REPLICATION CONFIGURED AND REPLICATION STARTED

Task	Provider	Customer
Configure all Virtual Protection Groups (VPG) and begin replicating and data seeding of all virtual workloads from the source data center to the target virtual data center	✓	✓
Monitor the replication progress from either the ZVM or from the <i>11:11 Cloud Console</i> until all VPGs reach full synchronization and are within the required RPO	✓	

## INITIAL FAILOVER TESTING COMPLETED

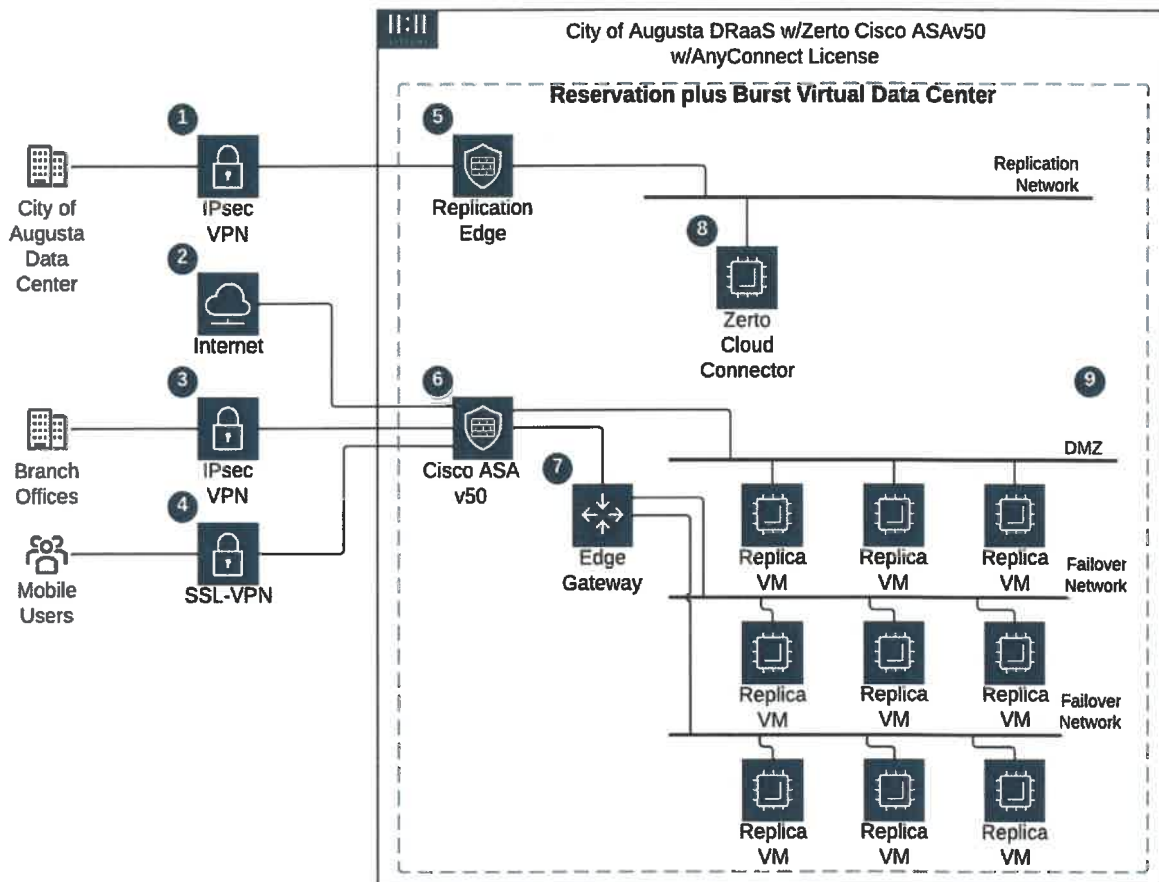
Task	Provider	Customer
Schedule a time to perform the initial DR testing of a VPG	✓	✓
Verify and complete the Recovery Action Plan prior to DR failover validation testing	✓	✓
Schedule the agreed upon date for final DR failover validation testing	✓	✓
Execute the DR failover validation test to verify full-site failover within the required RTO	✓	✓
Provide assistance and/or remediation with any unexpected issues during the DR failover validation test. Additional DR tests may need to be scheduled depending on what issues are discovered during DR testing	✓	✓
Finalize and update all associated documentation based on final test results. Including the Recovery Action Plan, Recovery Service Guide and all supporting connectivity, network or solution diagrams	✓	

## CLOSURE AND TRAINING

Task	Provider	Customer
Ensure all outstanding issues are resolved or identified for future follow-up and remediation	✓	✓
Provide procedural training to the Customer on the Provider's Support Ticketing and Change Management procedures	✓	
Provide procedural training to the Customer on the <i>11:11 Cloud Console</i> and associated features for self-service operation	✓	
Deliver all completed documentation and deliverables	✓	
Sign off on project completion		✓
Transition account to live operational status	✓	✓



## SOLUTION DIAGRAM



- 1 Replication traffic is carried over a secure IPsec VPN. This VPN connection is terminated on a dedicated virtual firewall attached to the isolated replication network.
- 2 Internet bandwidth is included. No need to worry about surprise egress bandwidth fees.
- 3 IPsec VPNs terminate on Customer-supplied and -managed firewall.
- 4 Remote users access environment using Customer-supplied and -managed firewall's SSL-VPN client.
- 5 A dedicated virtual firewall isolates the configuration and network traffic for replication.
- 6 11:11 Systems-supplied Cisco ASA v50 w/AnyConnect Licences for secure access for remote users using SSL and IPSEC VPN.
- 7 NSX Edge Gateway routes traffic between internal networks
- 8 The Zerto Virtual Manager (ZVM) and Zerto Virtual Replication Appliances (Z-VRA) running in the source data center communicate with the Zerto Cloud Connector (ZCC) to handle all replication traffic.
- 9 Replica VMs are automatically imported into the virtual data center during failover testing and actual failover.

## SIGNATURE AND ACCEPTANCE

The Provider has designed the solution taking into consideration all data received from the Customer. Should the configuration, quantities or scope change during deployment of the Customer's environment and such change prevents the solution from functioning as intended, the Customer expressly agrees that (1) such changes shall not place the Provider out of compliance with this Statement of Work and (2) it will reserve the additional Cloud Resources necessary for the solution to function as intended.

The undersigned company represents and warrants that it is duly authorized to carry on its business as currently conducted and that it is not prohibited by any applicable law from performing its obligations under this statement of work or the master services agreement to which this statement of work relates (if any). The undersigned company also acknowledges receipt and understanding of, and that it has taken into consideration all the information set out in, this statement of work.

The undersigned further confirms and agrees that the person whose name is set out below is authorized to bind such company to this statement of work and to represent such company in all matters relating to or arising out of the subject matter of this statement of work.

City of Augusta

---

Signature

---

Name (please print)

---

Title

---

Date



## GLOBAL MASTER SERVICE AGREEMENT

### FOR CUSTOMERS OF VALUE ADDED RESELLERS

This **MASTER SERVICE AGREEMENT** (together with any exhibits or addendums hereto, this "**Agreement**") is entered on 10/21/2024 (the "**Effective Date**"), between City of Augusta the "**Customer**", iland Internet Solutions Corporation, a Texas corporation (the "**US Provider**"), iland Europe Limited, a company formed and existing under the laws of England and Wales (the "**UK Provider**"), and iland Cloud Pte. Ltd., a company formed and existing under the laws of Singapore (the "**Singapore Provider**"), iland Australia Pty Ltd, a company formed and existing under the laws of New South Wales (the "**Australian Provider**"), iland Nederland B.V., a company formed and existing under the laws of the Netherlands (the "**Dutch Provider**"), and Cloud iland Internet Canada ULC (the "**Canadian Provider**"), together with the US Provider, the UK Provider, the Singapore Provider, the Australia Provider, and the Dutch Provider the "**Providers**" and each, a "**Provider**".

WHEREAS, the Providers and their affiliates provide cloud computing services in multiple jurisdictions around the world;

WHEREAS, the Customer desires to retain the Providers and their affiliates to provide services from time to time and the Providers desire to provide such services from time to time; and

WHEREAS, the Customer and the Providers desire to have a master agreement that sets forth the general terms and conditions with respect to such services.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

#### ARTICLE 1 DEFINITIONS

In this Agreement:

**Section 1.1 "Affiliate"** means any Person controlling, controlled by, or under common control with a Party. The term "control" as used in the preceding sentence means, with respect to a company, the right to exercise, directly or indirectly, more than fifty percent of the voting rights attributable to the shares of the controlled company, and with respect to any Person other than a company, the possession, directly or indirectly, of the power to direct or cause the direction of such Person's management or policies.

**Section 1.2 "Business Hours"** means 9:00 AM to 5:00 PM local time in the location of the Provider's data center relating to the relevant Order each weekday other than holidays.

**Section 1.3 "Claim" or "Claims"** means all claims, losses, liabilities, damages (excluding punitive and exemplary damages), causes of action, costs, judgments and awards, whether arising under contract, tort or other law.



**Section 1.4 "Data Protection Laws"** means, as applicable, Massachusetts Regulation 201 CMR 17.00, the U.S. Health Insurance Portability and Accountability Act of 1996, the U.S. Health Information Technology for Economic and Clinical Health Act, the General Data Protection Regulation, the U.K. Data Protection Act of 2018, the Australian Privacy Act of 1988 (in each case as amended from time to time) and other applicable data protection laws and regulations.

**Section 1.5 "Data Protection Order"** means the Providers' forms of Business Associate Agreement, Information Security Work Order, Data Protection Order, or similar written agreement between the relevant Provider and the Customer governing the storage, processing and use of Protected Information, including such a written agreement which is subject to the General Data Protection Legislation or the U.K. Data Protection Act of 2018.

**Section 1.6** The term "**Defend**" shall include the obligation to pay reasonable attorneys' fees, court costs, experts' fees, and other reasonable costs incurred as a result of defending against a Claim as required by this Agreement.

**Section 1.7 "Disclosing Party"** means a Party that supplies, or has supplied, Proprietary Information to another Party.

**Section 1.8 "Emergency Change"** means a change required to either immediately restore service or to avoid a outage where no other workaround is feasible and authorization for this type of change occurs outside of the Provider's Change Management Process. This type of change is considered to be emergency maintenance under Section 4.5.

**Section 1.9 "Order"** has the meaning set out in Section 3.1.1.

**Section 1.10 "Parties"** means the Providers and the Customer and each is individually a "**Party**."

**Section 1.11 "Person"** means an individual, partnership, joint venture, company, limited liability company, incorporated or unincorporated organization or other entity of any kind.

**Section 1.12 "Proprietary Information"** means information in any form, tangible or intangible, as supplied in writing, orally or by observation, that may be disclosed by or on behalf of the Disclosing Party to the Receiving Party, that is (a) designated in writing to be confidential or proprietary, (b) if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed 48 hours) after the oral disclosure, or (c) which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

**Section 1.13 "Protected Information"** means individually identifiable health information or other personal information (to include credit card numbers and individuals' dates of birth and tax identification numbers) that is transmitted or maintained in any form or medium and which is subject to Data Protection Laws.



**Section 1.14 "Receiving Party"** means a Party that receives Proprietary Information from the Disclosing Party, its Affiliates or their respective Representatives.

**Section 1.15 "Representatives"** means employees, contractors, agents and officers of a Party.

**Section 1.16 "Reseller"** shall mean (name of reseller) TSA, Inc.

**Section 1.17 "Third Party" or "Third Parties"** means any Person other than a Party.

## ARTICLE 2 CONTRACT ADMINISTRATION

**Section 2.1 Purpose.** This Agreement shall govern all transactions between the Customer, on one hand, and the Providers or any Provider, on the other hand, except as otherwise agreed in writing among the Parties.

**Section 2.2 Application.** The Parties hereby cancel all prior master service agreements in which the Customer is the expressly named party in the position of "the Customer" and any Provider is the expressly named party in the position of "the Provider"; provided, however, that each such prior master service agreement shall continue to govern all work commenced during the term of such prior master service agreement.

**Section 2.3 Term and Termination.** This Agreement shall commence on the date set out above and shall terminate on the earlier to occur of (i) the first date on which no Orders have been outstanding under this Agreement for thirty consecutive days, or (ii) the written agreement of the Parties to terminate this Agreement.

**Section 2.4 Not an Order.** This Agreement does not obligate (i) the Customer to order services from any Provider or (ii) any Provider to accept work orders from the Customer.

## ARTICLE 3 ORDERS

### Section 3.1 Requirements.

**3.1.1 Offer and Acceptance.** All requests for services shall be issued by the Customer to the Reseller. Such requests may be in the form of work orders, service orders, lease orders or other similar documents, as agreed between the Customer and the Reseller. When the terms of such services are agreed between the Reseller and the Customer, the Reseller will issue to the relevant Provider a service order ("**Order**") relating to the requested services and the Provider will, subject to the terms of this Agreement, deliver the services described in such Order to the Customer.

**Section 3.2 Conflict between Order and Agreement.** If a conflict exists between an Order and this Agreement, then this Agreement shall control to the extent of the conflict.

**Section 3.3 Service-Specific Provisions.** As between the Providers and the Customer, the terms set out on each Schedule to this Agreement, which are accessible at <http://www.iland.com/legal/service-schedule> (each as may be updated from time to time in



the Provider's sole discretion) are hereby deemed to be incorporated into each Order into which such Schedule's terms are to be incorporated pursuant to the terms of such Schedule.

**Section 3.4 Changes to Resources.** Customer requested changes to the resources in an Order that has already been deployed at the time of the request shall not be effective until the Provider has confirmed that the requested changes have been performed.

**Section 3.5 Termination of Orders.** An Order may be terminated under this Agreement:

3.5.1 as a remedy for an uncured default as set out in the default provisions of this Agreement;

3.5.2 for extended Force Majeure conditions as set out in the Force Majeure provisions of this Agreement;

3.5.3 by the relevant Providers by notice to the Customer if such Providers' rights to use the data center specified in such Order for the purposes contemplated by such Order terminate or expire for any reason;

3.5.4 if such Order is an Order for colocation services, by the relevant Providers immediately by notice to the Customer if the Customer has failed to remedy any of the following situations within 5 days following receipt of notice from such Providers of such situation: (a) the Customer makes any material alterations to the Colocation Rack without first obtaining the written consent of such Providers; or (b) the Customer allows any person to enter the data center, Colocation Area or the Colocation Rack (each as defined in the relevant Order) who has not been approved by the Providers in advance, provided that in each case the Customer shall pay to the Provider concurrently with such termination a termination fee equal to 100% of the aggregate Monthly Recurring Charges that would have been payable through the end of the then-current Initial Term or Successive Term if such Order had not been terminated;

3.5.5 by the relevant Providers immediately if a Customer or any of its agents, invitees, or employees enter the Providers' data center with any firearms, illegal drugs, or alcohol or are engaging in any criminal activity, eavesdropping or foreign intelligence activities, provided that in each case the Customer shall pay to the Provider concurrently with such termination a termination fee equal to 100% of the aggregate Monthly Recurring Charges that would have been payable through the end of the then-current Initial Term or Successive Term if such Order had not been terminated; or

3.5.6 under such other terms and conditions as may be set out in such Order.

### **Section 3.6 Consequences of Termination.**

3.6.1 Upon the termination of an Order for any reason, the relevant Provider shall promptly (and in any event within 90 days following the termination of such Order) destroy all the Customer's data and software stored on the Cloud Resources (as defined in such Order). Such destruction shall be done in





accordance with the NIST 800-88 data destruction standards. The Customer is responsible for migrating the Customer's data residing on such Cloud Resources prior to the termination of such Order at the Customer's expense.

3.6.2 Upon the termination of an Order for any reason, the Customer shall immediately uninstall and discontinue all use of any software in respect of which a software license is provided to the Customer pursuant to such Order.

- 3.6.3 Upon the termination of an Order for any reason other than the natural expiration of that Order, a Customer termination due to the Provider's uncured default, Force Majeure conditions, the Provider's loss of a datacenter (Section 3.5.3) or the Provider's convenience without a Customer breach of that Order, the Customer shall promptly reimburse the Provider for the depreciated value of any hardware specifically requested or required by the Customer that the Provider had to procure from third parties in order to provide services to the Customer under the Order.

**Section 3.7 Suspension of Services for Non-Payment.** Each Provider may temporarily suspend providing services under any Order upon five (5) days' prior notice to the Customer if the Reseller fails to pay any amount to any Provider when due pursuant to the Order.

## ARTICLE 4 WARRANTIES AND COVENANTS

**Section 4.1 General Service Warranty.** Each Provider warrants that it will perform all services provided pursuant to this Agreement in a good and workmanlike manner and in accordance with generally accepted industry practices applicable to such services.

**Section 4.2 Express Warranties Only.** **EXCEPT FOR THE WARRANTY EXPRESSLY SET OUT IN SECTION 4.1, EACH PROVIDER EXCLUDES ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED BY SUCH PROVIDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.**

**Section 4.3 Software Licenses.** The Customer expressly acknowledges that a Provider may provide the Customer with a license or the right to use software under the terms of a separate license from a Third Party licensor. **THE CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ITS RIGHTS TO USE SUCH SOFTWARE IS LIMITED TO THE RIGHTS PROVIDED BY THE THIRD PARTY LICENSOR AND THAT ANY AND ALL CLAIMS THAT THE CUSTOMER MAY HAVE CONCERNING OR RELATING TO SUCH SOFTWARE PROVIDED TO THE CUSTOMER BY A PROVIDER, REGARDING THE PERFORMANCE OR THE FUNCTIONALITY OF SUCH SOFTWARE OR ANY SERVICES RELATED THERETO, SHALL BE BROUGHT EXCLUSIVELY AGAINST THE THIRD PARTY LICENSOR OF SUCH SOFTWARE AND NOT AGAINST A PROVIDER. THE PROVIDERS DO NOT MAKE ANY WARRANTIES CONCERNING THE PERFORMANCE OR FUNCTIONALITY OF ANY SOFTWARE (INCLUDING OR ANY SERVICES RELATED**



**THERETO) DISTRIBUTED BY THE PROVIDERS AND HEREBY DISCLAIM AND EXCLUDE ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR SATISFACTORY QUALITY OR WHETHER AT COMMON LAW OR IN CONTRACT OR TORT OR BY STATUTE, OR OTHERWISE.**

**Section 4.4 Acceptable Use Policy.** The Customer's use of each Provider's services shall at all times comply with such Provider's then-current Acceptable Use Policy accessible at <https://www.iland.com/legal/acceptable-use-policy/> (as amended at such Provider's sole discretion and notified to the Customer from time to time). Each Provider shall notify the Customer of complaints received by such Provider regarding each incident of alleged violation of such Provider's Acceptable Use Policy by the Customer or third parties that have gained access to such Provider's services through the Customer's credentials. The Customer shall promptly investigate all such complaints and take all necessary actions to remedy any actual violations of each Provider's Acceptable Use Policy (including without limitation indemnifying each Provider for any such violations). Each Provider may identify to a complainant that the Customer, or a Third Party that gained access to the services through the Customer or its access credentials, is investigating the complaint and may provide the complainant with the necessary information to contact the Customer directly to resolve the complaint. The Customer shall upon a Provider's request promptly identify a representative for the purposes of receiving such communications from complainants.

**Section 4.5 Service Level Agreements.** The terms set out on the Service Level Agreements (or "SLA") accessible at <https://www.iland.com/legal/sla> (which may be updated from time to time at the Provider's sole discretion) are hereby deemed to be incorporated into each Order into which such SLA terms are to be incorporated pursuant to the terms of such SLA. The Provider shall provide reasonable notice to the Customer whenever the terms of an applicable SLA are updated, and such updated SLA shall become binding on the Customer and the Provider on the thirtieth (30) day following the date on which such notice is provided to the Customer.

## ARTICLE 5 TIMING

**Section 5.1 Time Requirements.** If an Order specifies the time by which a service shall be performed, the relevant Provider shall comply with such time requirement. If the Customer or the Reseller changes such time requirements in any Order, the relevant Provider shall use reasonable efforts to meet such change if meeting such change is possible without any increased cost to such Provider. If incurring additional costs may improve the chances of such Provider meeting the revised timing requirement, such Provider shall so notify the Customer and the Reseller and provide an estimate of any such additional costs. If exercised within a reasonable time, the Customer and the Reseller shall have the option to request that such Provider meet the revised timing requirement and shall pay all such additional costs incurred by such Provider in connection with meeting such revised timing requirement.

**Section 5.2 Unspecified and New Time Requirements.** If an Order does not specify a time by which a service shall be performed, the Customer and the relevant Provider may agree upon such time later, either in writing or orally. If the Customer and the relevant





Provider never agree on a time requirement, such Provider shall nonetheless perform the work in a diligent manner.

## ARTICLE 6 FORCE MAJEURE

**Section 6.1 Definition of Force Majeure Event.** "Force Majeure Event" means acts of God, floods, blizzards, ice storms, volcanic eruptions and emanations, earthquakes, thaws, named tropical storms, and hurricanes; insurrection, terrorism, revolution, piracy, and war; strikes, lockouts, and labor disputes; changes to national, state or local laws; changes to ordinances, standards, rules and regulations of any governmental or public authorities having or asserting jurisdiction over the premises of a Party; inability to procure material, equipment, or necessary labor despite reasonable efforts; or similar causes (except financial) beyond the control of the affected Party and which, in each case, through the exercise of diligent effort, such Party cannot overcome.

**Section 6.2 Excusable Force Majeure Events.** A Party shall be excused from complying with the terms and conditions of this Agreement and the applicable Order if, to the extent, and for as long as, such Party's compliance is delayed or prevented by a Force Majeure Event. A Force Majeure Event shall not excuse performing duties that are unrelated to the Force Majeure Event, including, without limitation, discharging financial obligations. No Party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to a Force Majeure Event.

**Section 6.3 Notice of Force Majeure Events.** If a Party is rendered unable, wholly or in part, by a Force Majeure Event to perform its obligations under this Agreement or any applicable Order, that Party shall give prompt written notice detailing such Force Majeure Event to the other Parties.

**Section 6.4 Termination for Extended Force Majeure Events.** If a Force Majeure Event continues without interruption for ninety (90) days, any affected Party may cancel the applicable Order by giving written notice to the other Parties.

## ARTICLE 7 DEFAULT

**Section 7.1 Notice of Default and Opportunity to Cure.** If a Provider fails to perform its obligations or otherwise violates the terms or conditions of this Agreement or any Order and such default continues for a period of ten (10) days after receipt of a written notice describing the default, then the Customer may terminate all or part of the applicable Order. If the Customer or Reseller fails to perform its obligations or otherwise violates the terms or conditions of this Agreement or any Order and such default continues for a period of ten (10) days after receipt of a written notice describing the default, then the relevant Provider may terminate all or part of the applicable Order.

**Section 7.2 Remedies Not Exclusive.** In addition to the remedies set out in this Agreement, the Customer and each Provider shall have all other remedies available at law or in equity except for remedies specifically excluded by this Agreement.



## ARTICLE 8 NOTICES

**Section 8.1 Methods.** All notices, requests, demands, and other communications specifically required or authorized by this Agreement shall be written and shall be sent by facsimile transmission to the Fax number of +1.713.868.2268, as concerns the Providers, or on the signature page of this Agreement, as concerns the Customer, or sent to the email address of [legal@iland.com](mailto:legal@iland.com), as concerns the Providers, or on the signature page of this Agreement, as concerns the Customer. A Party may change its contact information by sending a notice to the other Parties complying with these notice requirements. The Customer shall send a copy of any notice sent to a Provider to iland Billing Credits Department, 1235 North Loop West, Suite 800, Houston, Texas 77008, U.S.A.

**Section 8.2 Presumed Delivery.** A personally delivered notice shall be conclusively presumed to have been delivered on the date reflected on a written receipt acknowledging delivery that is signed by a representative of the receiving Party. A mailed notice or notice sent by international courier shall be conclusively presumed to have been delivered on the date reflected on the returned receipt that is signed by a representative of the receiving Party. A facsimile notice shall be conclusively presumed to have been delivered on the date reflected on the sending facsimile machine's automated printout that reflects that the entire transmission was successfully sent to the receiving Party's facsimile telephone number then in effect. An electronic mail notice shall be deemed delivered upon the electronic transmittal being sent unless the sender receives an electronic response within three hours of sending the transmittal that delivery of the transmittal failed. All notices received outside of Business Hours shall be conclusively presumed to have been delivered on the next business day.

## ARTICLE 9 CONFIDENTIALITY AND PROTECTED INFORMATION

**Section 9.1 General Confidentiality Obligations.** Except as permitted by Section 11.8.3, each Receiving Party shall treat the Proprietary Information of the Disclosing Party as confidential, and will take reasonable measures to protect the secrecy of and avoid disclosure or use of Proprietary Information of the Disclosing Party in order to prevent it from falling into the public domain or the possession of Persons other than those Persons authorized under this Agreement to have any such information. Such measures shall include the degree of care that the Receiving Party utilizes to protect its own proprietary information of a similar nature. Except as set out in a Data Protection Order, there shall be no restriction on the handling of information that is not Proprietary Information under this Agreement.

**Section 9.2 Permitted Disclosure and Use.** Section 9.1 notwithstanding each Receiving Party may distribute Proprietary Information to those of its Representatives as are reasonably necessary to fulfill or enforce its obligations under this Agreement and who are under obligations of use and confidentiality with respect to the Proprietary Information no less restrictive than those set forth in this Agreement. Each Receiving Party shall use the Proprietary Information of the Disclosing Party only as is reasonably necessary to fulfill or enforce its obligations under this Agreement, unless otherwise authorized in writing by the Disclosing Party. Additionally, each Provider may provide any of its customers or potential customers who are bound by a non-disclosure agreement the name of the Customer and a description of the services provided by the Providers to the Customer.



**Section 9.3 Exceptions.** The confidentiality and use obligations set forth in this ARTICLE 9 apply to all Proprietary Information except to the extent that the Receiving Party can show by written record that: (i) it possessed the information prior to its receipt from the Disclosing Party; (ii) the information was already available to the public or became so through no fault of the Receiving Party; (iii) the information is subsequently disclosed to the Receiving Party by a Third Party who has the right to disclose it free of any obligations to the Disclosing Party; (iv) the information is independently developed by the Receiving Party without purposefully attempting to circumvent the obligations under this Agreement and without reference to or use of the Disclosing Party's Proprietary Information; or (v) the information is required by law, rule or regulation to be disclosed. If the Receiving Party is required by governmental, administrative, or judicial process to disclose Proprietary Information of the Disclosing Party, the Receiving Party shall, if permitted by law, prior to any such disclosure, promptly notify the Disclosing Party and shall provide the Disclosing Party assistance in any reasonable effort to obtain confidential treatment with respect to such disclosure.

**Section 9.4 Injunctive Relief.** Each Party hereby acknowledges and agrees that the confidential information provided to such Party by another Party as described in this ARTICLE 9 is of the character as to render the same unique, and therefore agrees that in the event of any breach or threatened or potential breach of this Agreement by a Party, the other Parties could be irreparably and immediately harmed and may not be made whole by monetary damages alone. In the event of such a breach or threatened or potential breach, and without prejudice to any other rights and remedies otherwise available, the other Parties shall be entitled to seek equitable relief by way of an interim or permanent injunction or decree of specific performance without the requirement of posting any bond or other security.

**Section 9.5 Provisions Concerning the Storage of Protected Information.** The Customer shall not store or transmit Protected Information via a Provider's services or any Cloud Resources (as defined in the relevant Order) unless and until the Customer and such Provider have executed a Data Protection Order concerning such Protected Information and the Cloud Resources (as defined in the relevant Order) to be used to transmit and store such Protected Information. Following the execution of a Data Protection Order, the Customer shall not use any Cloud Resources for the storage or transmittal of Protected Information unless such Protected Information has been secured as to render the data unusable, unreadable, or indecipherable to unauthorized individuals through the use of valid encryption processes. The Customer shall ensure that valid encryption processes, consistent with commercially reasonable industry practices, are implemented with respect to such Protected Information and shall utilize such processes on all Protected Information to be transmitted or stored within such Provider's services to ensure that such data are encrypted (i) during transmission to such Provider for storage within such Provider's services, and (ii) at all times while stored within such Provider's services. Except as otherwise set out in the relevant Data Protection Order, the Customer shall defend, indemnify, and hold each Provider and its Affiliates and its and their respective officers, directors and employees harmless from any and all Claims under Data Protection Laws relating to the Customer's use of the Providers' networks and services for the storage of Protected Information. Upon execution of a Data Protection Order, all Protected Information relating to such Data Protection Order shall be considered "Proprietary Information" for the purposes of this Agreement.



## ARTICLE 10 ALLOCATION OF RISK; LIMITATIONS ON LIABILITY

**Section 10.1 Contents of Communications.** Each Provider shall have no liability or responsibility for the content of any communications transmitted via such Provider's networks and services (except for content solely created by such Provider), and the Customer shall defend, indemnify, and hold the Providers, their respective Affiliates, and their respective officers, directors and employees harmless from any and all Claims (including Claims by governmental entities seeking to impose penal sanctions) related to such content and Claims by third parties relating to the Customer's use of the Providers' networks and services.

**Section 10.2 No Consequential Damages. NONE OF THE PROVIDERS WILL BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLE, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL OR BUSINESS PROFITS, LOSS OF REVENUE, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE OR MALFUNCTION, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**Section 10.3 Limitation on Direct Damages.** In no event shall such Provider's total aggregate liability under this Agreement or otherwise relating to the services to be provided by such Provider to the Customer pursuant to this Agreement exceed the least of (a) the amounts paid by the Reseller to such Provider under the applicable Order, (b) the aggregate fees payable by the Reseller to such Provider over the term of the applicable Order, and (c) the aggregate fees payable by the Reseller to such Provider during the initial year of the term of the applicable Order.

**Section 10.4 Certain Categories of Damages Specifically Excluded.** None of the Providers shall have liability to the Customer in respect of:

10.4.1 the costs of reloading, replacing, or recreating any of the Customer's lost or damaged information, data or software; or

10.4.2 the loss of the Customer's information, data or software.

**The Customer acknowledges that the Providers' services are not intended to be used as the sole repository for the Customer's data, information and software, and that the Customer has been advised by the Providers to maintain a copy of all of the Customer's information, data and software on servers other than those provided or maintained by the Providers pursuant to this Agreement.**

**Section 10.5 Mitigation.** Each Party shall use reasonable efforts to mitigate damages for which another Party is liable.

## ARTICLE 11 LEGAL ADMINISTRATION

**Section 11.1 Legal Compliance Generally.** Each Party shall comply in all material respects with all laws, ordinances, statutes, codes, rules, and regulations that apply to its services, products, materials, equipment, employees, or work sites to be used in performing





its obligations under this Agreement or any Order issued under this Agreement; provided, however, that such Provider's obligations as set out in this Section 11.1 shall not impair any Provider's right to be indemnified pursuant to Section 9.5.

**Section 11.2 Governing Law.** This Agreement and the Orders may govern services supplied by the Providers to the Customer in several different jurisdictions. This Agreement and the Orders shall be governed by and construed in accordance with the laws of the State of Texas (excluding principles of conflicts of laws that would require application of the substantive laws of another jurisdiction).

**Section 11.3 Dispute Resolution.** Any controversy or dispute arising out of or relating to this Agreement or an Order, or the breach of this Agreement or an Order, that is not promptly resolved by negotiation among the Parties, shall be resolved:

11.3.1 by legal proceedings in a federal or state court having its seat in Harris County, Texas; or

11.3.2 if any party who will be a defendant in respect of the relevant controversy or dispute is an entity formed in a jurisdiction outside of the United States, by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") and judgment upon the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The arbitration tribunal will consist of a single arbitrator mutually agreed by the Parties, or in the absence of such agreement within thirty (30) calendar days from the first referral of the dispute to the AAA, designated by the AAA. The place of arbitration will be in Houston, Texas unless the Parties will have agreed to another location within fifteen (15) calendar days from the first referral of the dispute to the AAA. The arbitral award will be final and binding. The Parties waive any right to appeal the arbitral award, to the extent a right to appeal may be lawfully waived. Each Party retains the right to seek judicial assistance: (i) to compel arbitration; (ii) to obtain interim measures of protection prior to or pending arbitration, (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information, and (iv) to enforce any decision of the arbitrator, including the final award. The arbitration proceedings contemplated by this Section will be as confidential and private to the extent permitted by applicable law. To that end, the Parties will not disclose the existence, content or results of any proceedings conducted in accordance with this Section 11.3.2, and materials submitted in connection with such proceedings will not be admissible in any other proceeding, provided, however, that this confidentiality provision will not prevent a petition to vacate or enforce an arbitral award, and will not bar disclosures required by law.

**Section 11.4 Several Liability.** None of the Providers shall be liable under this Agreement or any Order for the obligations of the other Providers, and a Provider shall be liable under an Order only if such Provider is a party to such Order.

**Section 11.5 Entire Agreement.** This Agreement is the entire agreement between the Parties concerning the agreed general terms and conditions while the entire agreement for the work consists of both this Agreement and the Orders. All prior negotiations,



representations, understandings, and partial agreements concerning the subject matter of this Agreement are superseded by this Agreement and the Orders.

**Section 11.6 Amendments.** No amendment, modification, waiver, or release of the provisions of this Agreement or any Order shall be binding unless a writing of like import exists that (a) specifically identifies the amended, modified, waived, or released obligation, (b) describes the nature of the amendment, modification, waiver, or release, and (c) is signed by each Party (if an amendment, modification, waiver, or release of the provisions of this Agreement) or is signed by each Party that is a party to the relevant Order and the Reseller (if an amendment, modification, waiver, or release of the provisions of an Order).

**Section 11.7 Assignment.** No Party may assign its rights or obligations under this Agreement to any person without the consent of the other Party, provided that the Provider may assign its rights and obligations under this Agreement to any person that acquires all or substantially all of the Provider's assets without the consent of the Customer. Any purported assignment without such consent shall be void. Any authorized or permitted assignment of an Order by a Party shall be binding on the assigning Party's assignee. An authorized or permitted assignment shall not discharge the assigning Party from its obligations under an Order unless the other Parties execute a written release or novation releasing the assigning Party.

## **Section 11.8 Miscellaneous.**

### **11.8.1 Rules of Construction.**

(a) All article and section references used in this Agreement are to articles and sections of this Agreement unless otherwise specified.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words "hereby" and "herein," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not any particular section or article in which such words appear.

(c) The captions in this Agreement and each Order are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

**11.8.2 Severability of Provisions.** If any provision of this Agreement or any Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. If any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement or such Order, the Parties shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement or such Order to



replace any provision contained herein that is unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible.

**11.8.3 Publicity.** The Customer hereby grants to each Provider permission to publicly identify the Customer as one of such Provider's customers. The Customer may revoke this permission at any time by giving notice of such revocation to the Providers.

**11.8.4 Binding Authority.** Each Party represents that the individual executing this Agreement on behalf of that Party has full right and authority to execute this instrument on behalf of that Party and to bind such Party. The individual signing this Agreement hereby represents and warrants that they are duly authorized to execute and deliver this Agreement as an employee with a title of at least "**Director**" on behalf of the Customer and that this Agreement is binding upon the Customer in accordance with its terms.

**11.8.5 Duplicate Originals.** This Agreement may be executed in duplicate originals, and each such instrument shall be deemed an original of this Agreement for all purposes.

**11.8.6 Rights of Third Parties.** Except for the provisions of Section 9.5 and ARTICLE 10, which are intended to be enforceable by the Persons respectively referred to therein, nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Agreement. Notwithstanding the previous sentence, this Agreement may be terminated or varied in any way and at any time by the Parties without the consent of any Third Party.

**11.8.7 Additional Parties.** Any Affiliate of any Provider shall become a party to this Agreement if such Affiliate and the Reseller execute an Order that purports to be governed by this Agreement, and thereafter shall be deemed a "Provider" and one of the "Providers" for all purposes hereunder.



This Global Master Service Agreement is hereby executed as of the Effective Date.

**For**

**For iland Cloud Pte. Ltd.:**

\_\_\_\_\_  
Name and title (please print)

\_\_\_\_\_  
Authorized Signatory, Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**For Cloud iland Internet Canada ULC**

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Authorized Signatory, Chief Executive Officer

\_\_\_\_\_  
Date

**For iland Internet Solutions Corporation:**

**For iland Nederland B.V.:**

\_\_\_\_\_  
Authorized Signatory, CEO

\_\_\_\_\_  
Authorized Signatory, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**For iland Europe Limited:**

**For iland Australia Pty Ltd.:**

\_\_\_\_\_  
Authorized Signatory, Director

\_\_\_\_\_  
Authorized Signatory, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### **i-Tech Services Schedule**

The terms and conditions set out in this i-Tech Services Schedule (this "Schedule") shall apply to each request for i-Tech services issued by the Customer to a Provider (each, an "i-Tech Order"), and shall be deemed to be incorporated, mutatis mutandis, into each i-Tech Order. Any capitalized terms





used but not defined in this Schedule or the remainder of the Agreement shall have the meanings set out in the relevant i-Tech Order.

1. **Definitions.** Any capitalized terms used but not defined in this I-Tech Services Schedule shall have the meanings set out in the Agreement.

(A) "After Hours" are defined as all times other than Business Hours.

(B) "i-Tech Rates Schedule" means the relevant Provider's schedule of rates for i-Tech Services as updated from time to time in such Provider's sole discretion, a copy of which will be provided by such Provider to the Customer upon request.

(C) "i-Tech Service" shall mean technician services provided by the relevant Provider or third parties contracted by such Provider, which may include, without limitation, (i) basic on-site, ondemand first-line maintenance and support, including power cycling equipment, and measuring power consumption, (ii) scheduled support, maintenance, installation and removal of equipment, cabling, temporary badge access, receiving or moving packages, or equipment and other related support services, and (iii) remote support, such as that performed over the internet or other connectivity to manage or troubleshoot remote equipment including networking equipment and virtual servers on such Provider's Cloud Server platform.

(D) "Virtual Server" shall mean any server or appliance hosted on the relevant Provider's Hosted Cloud Services platform.

2. **Term.** The initial term of this Order shall commence on the Effective Date and shall end on the final day of the first full calendar month following the Effective Date, and shall thereafter renew on a month-to-month basis until terminated by 30 days' notice from any Party to the other Parties.

3. **i-Tech Service.** A Provider may provide i-Tech Service on the Customer's virtual server maintained on such Provider's servers from time to time as mutually agreed between the parties. The Customer may order i-Tech Service by contacting the relevant Provider's customer service department or by such other means as such Provider may from time to time make available to the Customer for such purpose. A Provider shall not be obligated to provide i-Tech Service that is scheduled support beyond basic on-site, on-demand first-line maintenance and support until a scope for such i-Tech Service has been mutually agreed between the relevant Provider and the Customer in writing. Upon a Provider's acceptance of such order (and the parties' execution of a scope document, if requested by such Provider), such Provider will perform the i-Tech Service in accordance with the Customer's directions. Pricing for i-Tech Service shall be at the rates set out on the i-Tech Rates Schedule.

4. **i-Tech On-Demand Response Time Service Levels.** Each Provider shall use its reasonable efforts to dispatch a technician to perform i-Tech Services requested by the Customer to be performed on demand (1) within one hour following the time the relevant Provider's customer service department receives and logs Customer's request with all of the necessary information requested by such Provider's customer service department to perform the i-Tech Service, for i-Tech Service to be performed during Business Hours, and (2) within two hours following the time such Provider's customer service department receives and logs the Customer's request with all of the necessary information requested by such Provider's customer service department to perform the i-Tech Service,



for i-Tech Service to be performed After Hours. If a Provider breaches its obligations pursuant to the previous sentence, such Provider shall issue a credit for up to one hour of i-Tech Service to the Customer, and the Customer shall have no further right of action against such Provider in respect of such breach, and such Provider shall have no further liability to the Customer in respect of such breach.

**5. Risk of Loss; Grant of Authority.**

(A) The Customer acknowledges that due to the nature of the i-Tech Service, there is potential risk of damage, corruption, or loss of computer software, applications, data, and data storage media, and acknowledges that each Provider's liability for such damage or loss is limited by this Order and the Agreement.

(B) The Customer grants to each Provider and its agents and service representatives access, security rights, and permission to open, view, modify, edit, delete, or otherwise manipulate the Customer's computer software, applications, data, and data storage media including, but not limited to, computer operating systems, word processing, spreadsheets, databases, workflow, graphics, audio, video, system drivers and libraries, and any other type of software or data that may be contained on the Customer's computer system or network, in each case to the extent reasonably necessary to allow such Provider to perform its obligations under the relevant Order.

(C) The Customer grants to each Provider and its agents and service representatives permission to download and install software on the Customer's virtual servers, computers and network, including but not limited to virus scanners, diagnosis and repair utilities, drivers, libraries, and software requested to be installed by the Customer, in each case to the extent reasonably necessary to allow such Provider to perform its obligations under the relevant Order.

**6. Miscellaneous.**

(A) An i-Tech Order may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be sufficient to bind the parties to an i-Tech Order.

(B) All i-Tech Service is billed a minimum one (1) hour charge and in 30 minutes increments thereafter. If technician travel is required, travel time to and from the facility is billed for ALL After Hours i-Tech Service. There is a minimum of a two hour charge on any i-Tech Service that requires shipping of equipment.

(C) Services must be scheduled 4 business days in advance and during Business Hours to be considered "scheduled work" for purposes of the i-Tech Rates Schedule.

**Exhibit A i-Tech  
Rates Schedule**



- All rates are hourly and are billed in the currency of the country service is performed in, as shown in the grid below.
- Telco carrier support may be required when troubleshooting power or cross connect issues. All Telco carrier support is billed through a Provider at the Telco carrier's posted rates.
- Customer is responsible for any taxes on work performed, if applicable.
- Remote Support is support that can be done remotely, such as network troubleshooting, virus/hack cleaning, OS support, email support, firewall management, LEC management, etc.
- On Site Support is support that physically requires personnel on site to perform work, such as a data center escort, troubleshooting, rebooting equipment, remote hands, tracing cross connects, shipping and receiving, tape swapping, resetting power breakers, troubleshooting other power or cross connect issues, etc.

Hourly Pricing Schedule for REMOTE or Virtual Server i-Tech Service			
Business Hours		After Hours	
Scheduled	On Demand	Scheduled	On Demand
\$200/HR	\$225/HR	\$250/HR	\$300/HR
£175/HR	£200/HR	£225/HR	£275/HR
€150/HR	€175/HR	€200/HR	€250/HR

Hourly Pricing Schedule for DATACENTER On-Site i-Tech Service			
Business Hours		After Hours	
Scheduled	On Demand	Scheduled	On Demand
\$250/HR	\$300/HR	\$325/HR	\$375/HR
£200/HR	£225/HR	£250/HR	£275/HR
€200/HR	€225/HR	€250/HR	€275/HR

All pricing is subject to change.



## Public Safety

Meeting Date: October 29, 2024

### Approve Cloud Server, Memory, Storage, and Network Resources

<b>Department:</b>	Information Technology
<b>Presenter:</b>	Mr. Reggie Horne, Interim Chief Information Officer
<b>Caption:</b>	Approve Cloud Server, Memory, Storage, and Network Resources.
<b>Background:</b>	Augusta's current Disaster Recovery resources are limited, approaching end of life, and end of support. Migrating to a cloud-based Disaster Recovery scenario from an on-premise environment will improve time to recover, scalability, and access. Utilization of cloud resources will reduce the opportunity for data loss by uploading a mirror image of Augusta's production environment.
<b>Analysis:</b>	By utilizing cloud-based resources Information Technology will not incur expenses for technology upgrades, hardware support or on-premise operating expenses. Additionally, Augusta can scale up resources, as needed, without investing in physical infrastructure.
<b>Financial Impact:</b>	The total annual cost of these licenses is \$160,920.00, with an additional one-time implementation charge of \$5,250.23 in the first year. This project is budgeted in the Information Technology 2024 Capital Budget (212-01-5410), with ongoing costs budgeted in the operating budget (101-01-5410).
<b>Alternatives:</b>	Continue to utilize existing on-premise resources.
<b>Recommendation:</b>	Approve Cloud Server, Memory, Storage, and Network Resources
<b>Funds are available in the following accounts:</b>	The total annual cost of these licenses is \$160,920.00, with an additional one-time implementation charge of \$5,250.23 in the first year. This project is budgeted in the Information Technology 2024 Capital Budget (212-01-5410), with ongoing costs budgeted in the operating budget (101-01-5410).
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Commission Meeting

November 5, 2024

Affidavit

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A