COMMISSION MEETING AGENDA

Commission Chamber
Wednesday, March 18, 2026
12:00 PM

INVOCATION

Elder Darien McKinnon, Pastor, Words of Life Ministries of the Apostolic Faith

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

DELEGATION(S)

A. **Ms. Bridget R. Lynch** requesting a waiver of rental fees for the stage and rental fee at the Augusta Common for an event scheduled for August 15. 2026...Garden City's Wine Spritzer.

B. **Mr. Clarence Thompkins** regarding the Augusta Port Authority.

C. **Mr. Lawrence Brannen** relative to the resolution discussed and the interactions during the March 10, 2026 Special Called Meeting.

D. **Mr. Dan Scott,** Glendale Historic Preservation Committee's consolidated follow-up progress report from Residents to Commissioner Jordan Johnson & the Commission.

E. **Ms. Zakiya Mabery** regarding update from the Mayor relative to the implementation of allowing residents to state only their name for the record before speaking during public meeting.

CONSENT AGENDA

(Items 1-23)

PLANNING

1. **Final Plat – S-1000-FINAL – Windsor Meadows –** A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Bo Knox on behalf of Georgia Subcontracting Professionals LLC requesting final plat approval for Windsor Meadows containing 40 lots, located at 2804 Meadowbrook Drive (2744 Fawn Drive). Tax Map #119-0-006-00-0. Reviewing agency approval 2/26/2026

2. **Z-26-05** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by DDG Land Investments, LLC, requesting to amend conditions from zoning case Z-24-34, related to open space and parking requirements affecting property containing approximately 4.5 acres out of a 6.95-acre tract located at 2355 Windsor Spring Road. Portion of Tax Map # 120-0-266-00-0

3. **SE-26-05** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by DDG Land Investments, LLC, requesting a special exception per Section 9-2 of the Comprehensive Zoning Ordinance to develop a residential subdivision containing approximately

62.6 acres located at 2500 Craven Street, 2421 Windsor Spring Road and 3401 Lucie Street, and part of 2355 Windsor Spring Road. Tax Map #'s 120-0-262-00-0, 120-0-261-00-0, 120-0-261-03-0, and a portion of 120-0-266-00-0. Zoned R-1A (One-Family Residential).

4. **SE-26-06 – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Linda Williams, on behalf of Tae Suk Meyers Trust, requesting a special exception per Section 26-1(h) of the Comprehensive Zoning Ordinance to establish a family personal care home affecting property containing approximately 0.19 acres located at 3638 Stanton Court. Zoned R-1C (One-Family Residential). Tax Map # 143-3-062-00-0.**

PUBLIC SERVICES

5. Motion to **approve** A.N. 26-12 – Existing Location, New Ownership: Chakravarthy Thota is the applicant for ARKA Foods LLC requesting Retail Package Beer, and Wine located at 1812 Lumpkin Road**,** Augusta GA 30906. District 2, Super District 9. **(Approved by Public Services Committee March 10, 2026)**

6. Motion to **approve** Augusta Regional Airport (AGS) – Motion to approve Change Order #1 (Final/Balancing) to ER Snell Contractor Inc, for a total decrease of ($20,221.94), amending ER Snell's contract total to $569,567.56. Approved by the Augusta Aviation Commission February 26, 2026. **(Approved by Public Services Committee March 10, 2026)**

7. **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 March 10, 2026)**

8. Motion to **approve** A.N. 26-14 – Existing Location, New Ownership: Amandeep Singh is the applicant for JMS Food Mart LLC requesting Retail Package Beer, and Wine located at 1959 Kissingbower Road, Augusta GA 30904. District 2, Super District 9 **(Approved by Public Services Committee March 10, 2026-no objectors)**

9. Motion to **approve** A.N. 26-15 – Existing Location, New Ownership: Ahmad Raza is the applicant for Rise 2025 Investments Inc dba Lucky Corner Store requesting Retail Package Beer and Wine located at 3317 Peach Orchard Road, Augusta GA 30906. District 5, Super District 9. **(Approved by Public Services Committee March 10, 2026-no objectors)**

10. Motion to **approve** A.N. 26-16: Existing Location, New Ownership: Consumption on Premises Beer, Wine, and Sunday Sales. Rafael Gonzalez is the applicant for Boll Weevil Café & Sweetery, located at 8 James Brown Blvd Augusta GA 30901. District 1, Super District 9**. (Approved by Public Services Committee March 10, 2026-no objectors)**

11. Motion to **approve** M.N 26-04: A request by Alicia Walker for Massage Operator's License to be used in connection with Blooming Embers Massage & Wellness LLC located at 720 Broad Street, Augusta, GA ,30901. District 1, Super District 9. **(Approved by Public Services Committee March 10, 2026-no objectors)**

ADMINISTRATIVE SERVICES

12. Motion to **approve** a Lead Hazard Reduction and Healthy Homes Project to be located at 1534 Maple Street. **(Approved by Administrative Services Committee March 10, 2026)**

13. Motion to **approve** the award of bid #25-192, Augusta Commons – Electrical Improvements in the amount of $581,472.00 to be performed by RG Novello Inc. and to approve reassignment of recaptured SPLOST VI, VII, and American Rescue Plan Act allocations to the project. **(Approved by Administrative Services Committee March 10, 2026)**

ENGINEERING SERVICES

14. Motion **approve** contract amendment to S&ME, Inc. for RFP Item #20-176 Geotechnical Testing Services one additional year with additional funding. **(Approved by Engineering Services Committee March 10, 2026)**

15. Motion to **approve** contract amendment to Cranston Engineering Group, PC for RFP Item #20-260 NPDES Storm Water Monitoring and Inspections for one (1) additional year.**(Approved by Engineering Services Committee March 10, 2026)**

16. Motion to **approve** GDOT Standard Utility Agreement.**(Approved by Engineering Services Committee March 10, 2026)**

17. Motion to **approve** Brittany Oaks Water and Sanitary Sewer Dedication Documents. **(Approved by Engineering Services Committee March 10, 2026)**

18. Motion to **approve** Utilities GEFA Loan Acceptance. **(Approved by Engineering Services Committee March 10, 2026)**

19. Motion to **accept** notification of emergency rental of 6 - 100KW generators and 4 - 55KW generators for Ice and Snowstorm 2026 in January. **(Approved by Engineering Services Committee March 10, 2026)**

20. Motion to **approve** funding for additional services to the Grant Writing Services targeted at water and wastewater. Request to add CO #3 in the amount of $245,000.00. (PO No. 23AUA153). (Approved by Augusta Commission May 2, 2023)**(Approved by Engineering Services Committee March 10, 2026)**

FINANCE

21. Motion to **adopt** resolution of the Augusta-Richmond County Commission approving Public Finance Authority issue of tax-exempt bond not to exceed $27,000,000. **(Approved by Finance Committee March 10, 2026)**

PETITIONS AND COMMUNICATIONS

22. Motion to **approve** the minutes of Commission Meeting March 3, 2026

APPOINTMENT(S)

23. Motion to **approve** the appointment of Mr. Robert Trescott on the August Port Authority representing District 7.

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 24-31)

PUBLIC SERVICES

24. **Update/report** from Director Tameka Williams, Augusta Recreation Department relative to Pickleball Courts in West Augusta. **(Referred from the March 3, 3026 Commission meeting)**

ADMINISTRATIVE SERVICES

25. Motion to approve extension of the engagement with Cherry Bekaert to provide accounting assistance to the Housing and Community Development Department and to approve associated budget transfers. **(Requested by the Administration)**

26. Motion to **approve** the Mayor to execute a federal tax deduction (179D) Allocation Letter to Trane Technologies. **(Requested by Administration)**

27. Administrator's Initial Briefing on Landscape Department. **(Requested by Commissioner Lonnie Wimberly)**

ENGINEERING SERVICES

28. Receive as information an update on the vegetation maintenance plan implementation. **(Requested by Administration)**

29. Discuss implementing solutions to address and help prevent dumping in areas that are continuous dumping grounds for tires, furniture, and bulk trash. **(Requested by Commissioner Stacy Pulliam)**

FINANCE

30. Update authorized staff as signatories for bank accounts and bond-related communications. **(Requested by Administration)**

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

Commission Meeting

March 17, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Bridget R. Lynch** requesting a waiver of rental fees for the stage and rental fee at the Augusta Common for an event scheduled for August 15. 2026...Garden City's Wine Spritzer.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

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)

✓	Commission	Date of Meeting 3-17-26
	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: Bridget R. Lynch
Address: 3412 Crane Ferry Rd
Telephone Number: 706- 449- 4315
Fax Number:
E-Mail Address: Fattymarsha@gmail.com

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

Request to have Fee for the Stage and rental Fee of the Common waived. The event will be held August 15th Garden City's Wine Spritzer

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: lbonner@augustaga.gov
nmcfarley@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

March 17, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Clarence Thompkins** regarding the Augusta Port Authority.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Agenda Item Request Form

- **Commission Meetings are held on the first and third Tuesday of each month, beginning at 2:00 PM.**
- **Committee Meetings are held on the second and last Tuesday of each month, beginning at 1:00 PM.**

Click here to view the full Commission and Committee Calendar.

Meeting Type *

- (●) Commission
- ( ) Public Safety Committee
- ( ) Public Services Committee
- ( ) Administrative Services Committee
- ( ) Engineering Services Committee
- ( ) Finance Committee

Meeting Date *

3/17/2026

Contact Information for Individual/Presenter Making the Request:

Name *

Clarence Thompkins

Address *

2710 Wheeler Road

Telephone Number *

7062843569

Fax Number

Email Address *

clarencetho55@gmail.com

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

Augusta port authority

Requests 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.

Meeting location:
Lee N. Beard Commission Chamber, 2nd Floor
Augusta, GA Municipal Building
535 Telfair Street
Augusta, GA 30901

Submission Date

3/8/2026 6:05 PM

Commission Meeting

March 18, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Lawrence Brannen** relative to the resolution discussed and the interactions during the March 10, 2026 Special Called Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA Agenda Item Request Form

- **Commission Meetings are held on the first and third Tuesday of each month, beginning at 2:00 PM.**
- **Committee Meetings are held on the second and last Tuesday of each month, beginning at 1:00 PM.**

Click here to view the full Commission and Committee Calendar.

Meeting Type *

- (●) Commission
- ( ) Public Safety Committee
- ( ) Public Services Committee
- ( ) Administrative Services Committee
- ( ) Engineering Services Committee
- ( ) Finance Committee

Meeting Date *
3/17/2026

Contact Information for Individual/Presenter Making the Request:

Name *
Lawrence Brannen

Address *
445 Fenwick St

Telephone Number *
678-383-0846

Fax Number

Email Address *
lawbrannen32@outlook.com

Caption/Topic of Discussion to be placed on the Agenda: *
Relative to the resolutions discussed and the interactions that followed during March 10, 2026 Special Called Meeting.

Requests 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.

Meeting location:
Lee N. Beard Commission Chamber, 2nd Floor
Augusta, GA Municipal Building
535 Telfair Street
Augusta, GA 30901

Submission Date
3/11/2026 1:19 AM

Commission Meeting

March 18, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Dan Scott,** Glendale Historic Preservation Committee's consolidated follow-up progress report from Residents to Commissioner Jordan Johnson & the Commission.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Agenda Item Request Form

- **Commission Meetings are held on the first and third Tuesday of each month, beginning at 2:00 PM.**
- **Committee Meetings are held on the second and last Tuesday of each month, beginning at 1:00 PM.**

Click here to view the full Commission and Committee Calendar.

Meeting Type *

- (●) Commission
- ( ) Public Safety Committee
- ( ) Public Services Committee
- ( ) Administrative Services Committee
- ( ) Engineering Services Committee
- ( ) Finance Committee

Meeting Date *
3/17/2026

Contact Information for Individual/Presenter Making the Request:

Name *
Dan Scott

Address *
1723 Cornell Drive

Telephone Number *
6789646879

Fax Number

Email Address *
tsp.25.50275@gmail.com

Caption/Topic of Discussion to be placed on the Agenda: *
The Glendale Historic Preservation Committee's consolidated follow-up report from Residents to Commissioner Jordan Johnson and the Augusta-Richmond County Commission, on the progresses made, and next steps, since Commissioner Jordan Johnson's door-to-door visit to the Glendale Neighborhood on 10/08/2025. Per Rules of Procedure 1.10.08 (a) I do not wish to say my address aloud in the meeting.

Requests 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.

Meeting location:
Lee N. Beard Commission Chamber, 2nd Floor
Augusta, GA Municipal Building
535 Telfair Street
Augusta, GA 30901

Submission Date
3/12/2026 8:49 AM

Commission Meeting

March 18, 2026

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Zakiya Mabery** regarding update from the Mayor relative to the implementation of allowing residents to state only their name for the record before speaking during public meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Agenda Item Request Form

- **Commission Meetings are held on the first and third Tuesday of each month, beginning at 2:00 PM.**
- **Committee Meetings are held on the second and last Tuesday of each month, beginning at 1:00 PM.**

Click here to view the full Commission and Committee Calendar.

Meeting Type *

- (•) Commission
- ( ) Public Safety Committee
- ( ) Public Services Committee
- ( ) Administrative Services Committee
- ( ) Engineering Services Committee
- ( ) Finance Committee

Meeting Date *

3/17/2026

Contact Information for Individual/Presenter Making the Request:

Name *
Zakiya Mabery

Address *
1116 Thurloe Drive

Telephone Number *
7035877588

Fax Number

Email Address *
Zakiya@theoniproject.net

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

Requesting an update from the Mayor regarding the implementation of allowing residents to state only their name for the record before speaking during public meetings. On March 3, the Mayor indicated the Commission should allow two weeks to review and determine how this procedural adjustment could be implemented. As March 17 marks that two-week timeframe, therefore requesting clarification on the City's planned approach for implementing this change.

Note: Per Rules of Procedure 1.10.08 (a) requesting due to safety concerns not to say my home address in the public meeting.

Requests 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.

Meeting location:
Lee N. Beard Commission Chamber, 2nd Floor
Augusta, GA Municipal Building
535 Telfair Street
Augusta, GA 30901

Submission Date
3/12/2026 5:55 AM

Commission Meeting

March 17, 2026

Item Name: Final Plat S-1000

Department:	Planning & Development
Presenter:	Chyvattee Vassar, Interim Director
Caption:	**Final Plat – S-1000-FINAL – Windsor Meadows** – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Bo Knox on behalf of Georgia Subcontracting Professionals LLC requesting final plat approval for Windsor Meadows containing 40 lots, located at 2804 Meadowbrook Drive (2744 Fawn Drive). Tax Map #119-0-006-00-0. Reviewing agency approval 2/26/2026
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION
STAFF REPORT

Case Number: Final Plat – Windsor Meadows – S-1000

Hearing Date: Monday, March 2, 2026

Applicant: Bo Knox

Property Owner: Georgia Subcontracting Professionals LLC

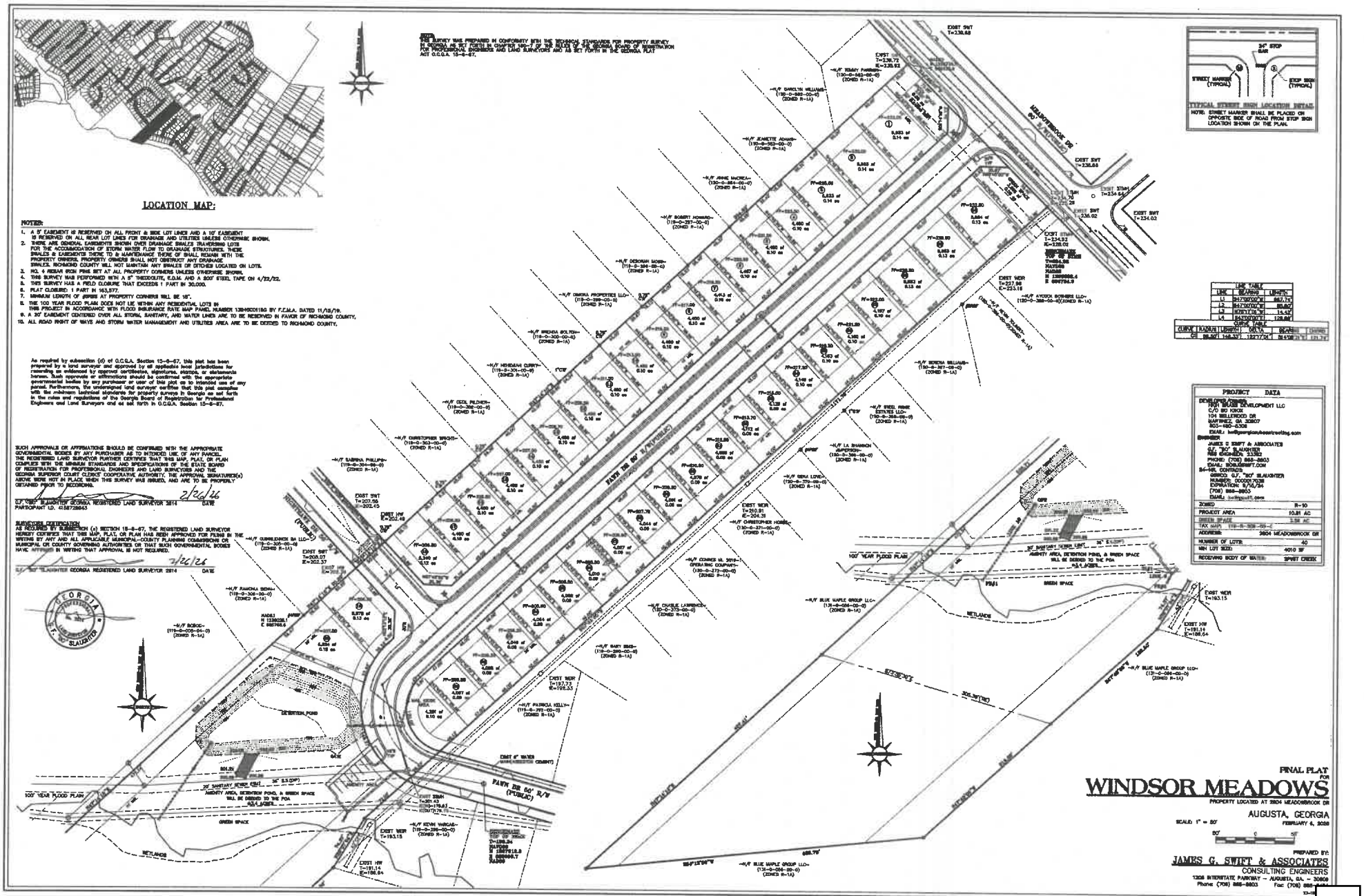
Property Address: 2804 Meadowbrook Drive (2744 Fawn Drive)

Tax Parcel #: 119-0-006-00-0

Present Zoning: R-1D

Neighborhood or Subdivision: Windsor Meadows

Commission District: 5 (Don Clark) **Super District:** 9 (Francine Scott)


LOCATION MAP:
NOTES:
1. A 5' EASEMENT IS RESERVED ON ALL FRONT & SIDE LOT LINES AND A 10' EASEMENT IS RESERVED ON ALL REAR LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE SHOWN.
2. THERE ARE GENERAL EASEMENTS SHOWN OVER DRAINAGE SWALES TRAVERSING LOTS FOR THE ACCOMMODATION OF STORM WATER FLOW TO DRAINAGE STRUCTURES. THESE SWALES & EASEMENTS THERE TO & MAINTENANCE THEREOF SHALL REMAIN WITH THE PROPERTY OWNERS. PROPERTY OWNERS SHALL NOT OBSTRUCT ANY DRAINAGE SWALES. RICHMOND COUNTY WILL NOT MAINTAIN ANY SWALES OR DITCHES LOCATED ON LOTS.
3. NO. 4 REBAR IRON PINS SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE SHOWN.
4. THIS SURVEY WAS PERFORMED WITH A 5" THEODOLITE, E.D.M. AND A 500' STEEL TAPE ON 4/22/22.
5. THIS SURVEY HAS A FIELD CLOSURE THAT EXCEEDS 1 PART IN 30,000.
6. PLAT CLOSURE: 1 PART IN 163,577.
7. MINIMUM LENGTH OF IRONS AT PROPERTY CORNERS WILL BE 18".
8. THE 100 YEAR FLOOD PLAIN DOES NOT LIE WITHIN ANY RESIDENTIAL LOTS IN THIS PROJECT IN ACCORDANCE WITH FLOOD INSURANCE RATE MAP PANEL NUMBER 13245C0118G BY F.E.M.A. DATED 11/16/19.
9. A 20' EASEMENT CENTERED OVER ALL STORM, SANITARY, AND WATER LINES ARE TO BE RESERVED IN FAVOR OF RICHMOND COUNTY.
10. ALL ROAD RIGHT OF WAYS AND STORM WATER MANAGEMENT AND UTILITIES AREA ARE TO BE DEEDED TO RICHMOND COUNTY.
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 evidenced by approval certificates, signatures, stamps, or electronic hereon. 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 rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.
SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER AS TO INTENDED USE OF ANY PARCEL. THE REGISTERED LAND SURVEYOR FURTHER CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE GEORGIA SUPERIOR COURT CLERKS' COOPERATIVE AUTHORITY. THE APPROVAL SIGNATURE(S) ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE PROPERLY OBTAINED PRIOR TO RECORDING.
2/22/24
G.F. "BO" SLAUGHTER GEORGIA REGISTERED LAND SURVEYOR 2814 DATE
PARTICIPANT I.D. 4158728843
SURVEYORS CERTIFICATION
AS REQUIRED BY SUBSECTION (e) SECTION 15-6-67, THE REGISTERED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAT, OR PLAN HAS BEEN APPROVED FOR FILING IN THE WRITING BY ANY AND ALL APPLICABLE MUNICIPAL-COUNTY PLANNING COMMISSIONS OR MUNICIPAL OR COUNTY GOVERNING AUTHORITIES OR THAT SUCH GOVERNMENTAL BODIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.
2/22/24
G.F. "BO" SLAUGHTER GEORGIA REGISTERED LAND SURVEYOR 2814 DATE
GEORGIA REGISTERED LAND SURVEYOR G. F. "BO" SLAUGHTER
SURVEY WAS PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS FOR PROPERTY SURVEY IN GEORGIA, AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.
LINE TABLE
CURVE TABLE
TYPICAL STREET SIGN LOCATION DETAIL
NOTE: STREET MARKER SHALL BE PLACED ON OPPOSITE SIDE OF ROAD FROM STOP SIGN LOCATION SHOWN ON THE PLAN.
PROJECT DATA
DEVELOPER/OWNER:
HWH BOBBS DEVELOPMENT LLC
C/O BO KNOX
104 BELLEWOOD DR
WARNER GA 30907
ENGINEER:
JAMES G SWIFT & ASSOCIATES
G.F. "BO" SLAUGHTER
PHONE: (706) 868-8803
EMAIL: BOSLAUGHT@AOL.COM
SURVEYOR:
G.F. "BO" SLAUGHTER
PHONE: (706) 868-8803
EMAIL: boslaughter@aol.com
ZONED R-10
PROJECT AREA 10.81 AC
GREEN SPACE 3.56 AC
TAX MAP: 119-0-309-00-0
ADDRESS: 2804 MEADOWBROOK DR
NUMBER OF LOTS: 40
MIN LOT SIZE: 4010 SF
RECEIVING BODY OF WATER: SPIRIT CREEK
FINAL PLAT FOR
WINDSOR MEADOWS
PROPERTY LOCATED AT 2804 MEADOWBROOK DR
AUGUSTA, GEORGIA
SCALE: 1" = 80'
FEBRUARY 6, 2024
PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1208 INTERSTATE PARKWAY - AUGUSTA, GA. - 30909
Phone (706) 868-8803 Fax (706) 868-8804

Commission Meeting

March 17, 2026

Item Name: Z-26-05

Department: Planning & Development

Presenter: Chyvattee Vassar, Interim Director

Caption: **Z-26-05** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by DDG Land Investments, LLC, requesting to amend conditions from zoning case Z-24-34, related to open space and parking requirements affecting property containing approximately 4.5 acres out of a 6.95-acre tract located at 2355 Windsor Spring Road. Portion of Tax Map # 120-0-266-00-0

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation:

1. There shall be a minimum lot width of 45ft.
2. The maximum number of dwelling units cannot exceed 4 units per acre.
3. The single-family attached portion of the development must have alternating elevations with at least 3 different facades, all alternating.
4. Sidewalks are required on both sides of the street.
5. The development shall provide a minimum 10-foot buffer along the side and rear boundaries of the original tract and shall comply with the Augusta Tree Ordinance.
6. The development must provide at least 25% open space and a covered mail kiosk.
7. Recreational amenities, including but not limited to a park, a gazebo, and picnic areas, shall be provided within the development and installed prior to the issuance of Certificates of Occupancy for 50% of the dwelling units. Walking trails must be integrated throughout the development to ensure connectivity.
8. All single-family driveways shall be wide and long enough to provide two driveway spaces per lot, and all homes shall have 2-car garages.
9. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
10. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Augusta GEORGIA
PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: March 2, 2026
Case Number: Z-26-05
Applicant: DDG Land Investments, LLC
Property Owners: DDG Land Investments, LLC
Property Addresses: 2355 Windsor Spring Road
Tax Parcel Nos: Portion of 120-0-266-00-0
Current Zoning: R-1A (One-Family Residential) & B-2 (General Business)
Fort Eisenhower Notification Required: N/A
Commission District 5: Don Clark
Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Amending Zoning Conditions	One-Family Detached Residential Development	Section 9-1

SUMMARY OF REQUEST:

The petition seeks to amend Conditions 1, 6, 8, and 9 of Zoning Case Z-24-34 to allow for the development of a single-family residential subdivision consisting of 174 detached dwelling units. The request applies to approximately 4.5 acres of a 6.95-acre tract located at 2355 Windsor Spring Road. The overall development encompasses four (4) tracts totaling approximately 62.6 acres.

The requested amendments pertain to open space requirements, parking standards, and guest parking. Specifically, the applicant proposes maintaining a minimum of 25% open space and eliminating the guest parking requirement, as the previously proposed townhomes have been removed from the revised concept plan.

The proposed development includes the following components:

- 174 single-family detached lots
- Public streets throughout the development, including two access points
- Two (2) stormwater detention ponds
- Amenity areas, including a playground and picnic cabana; 8 guest parking spaces
- Approximately 33.03% (20.68 acres) of open space provided throughout the development
- Remaining commercial tract

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan, the property is in the South Augusta Character Area. The 2023 Comprehensive Plan's vision for the South Augusta Character Area includes the continued mix of housing types at low to medium density to preserve the suburban-style, single-family residential character that is

predominant in the area. Recommended development patterns for the South Augusta Character Area include maintaining low density single-family residential development in areas where it is already the predominant land use, infill residential development at densities compatible with the surrounding area and to place additional commercial development at major intersections.

FINDINGS:

1. On November 19, 2024, the Augusta Commission approved zoning case Z-24-34, a request to rezone the property from B-2 (General Business) to R-1A (One-Family Residential), subject to the following conditions:
   - There shall be a minimum lot width of 26 ft for the single-family attached portion (townhomes) of this development.
   - Maximum number of dwelling units cannot exceed 4 units per acre (a total of 207 units were proposed for the development).
   - The development must have alternating elevations with at least 3 different facades, all alternating and with more than 30% vinyl siding.
   - Sidewalks are required on both sides of the street.
   - The development must provide appropriate buffers on all sides and comply with the Augusta Tree Ordinance.
   - The development must provide at least 25% open space and a covered mail kiosk.
   - Amenities, i.e., a park, walking trails, pool, etc. must be included within the development and installed before 50% of the development receives a Certificate of Occupancy.
   - The development must comply with the minimum parking requirements.
   - The development must provide "guest" parking spaces in the townhome section of the development.
   - The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.
   - No vinyl siding shall be used on the single-family detached portion of the development.
2. The property owner is also requesting modifications to Special Exception SE-24-15, as townhomes are no longer proposed in the revised concept plan. However, a reduction in lot width is still required in accordance with the Comprehensive Zoning Ordinance.
3. The development will create a new main entrance on Windsor Spring Road and utilize the existing roadway, Lucie Street, as a secondary access point within the development.
4. The site has access to public water and sanitary sewer services.
5. According to the FEMA Flood Insurance Rate Maps (FIRM), the property is not located within a Special Flood Hazard Area.
6. According to the Augusta-Richmond County GIS map layers, no wetlands are located on the subject property.
7. Public transit service is not currently available in the vicinity of this section of Windsor Spring Road.

8. According to the Georgia Department of Transportation (GDOT) State Functional Classification Map (2017), Windsor Spring Road is classified as a major arterial street.
9. Previously, the Traffic Engineering Division indicated that a full traffic impact study would be required. The study has been completed, and the project's engineer is working with the city to complete necessary upgrades.
10. Adjacent zoning districts include R-1A (One-Family Residential), R-3B (Multiple-Family Residential), and B-2 (General Business), with R-1A being the predominant zoning district.
11. The proposal is consistent with the Augusta-Richmond County Comprehensive Plan 2023 and is compatible with surrounding zoning districts and existing land uses.
12. At the time of this report, staff have received inquiries regarding the petition as advertised.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time – This project is currently under e-plan review and comments have already been given from this department directly

Engineering Comments:

- None received at this time – This project is currently under e-plan review and comments have already been given from this department directly

Utilities Comments:

- None received at this time – This project is currently under e-plan review and comments have already been given from this department directly

RECOMMENDATION: The Planning Commission recommends **Approval** of the requested amendment with the following conditions:

1. There shall be a minimum lot width of 45ft.
2. Maximum number of dwelling units cannot exceed 4 units per acre.
3. The single-family attached portion of the development must have alternating elevations with at least 3 different facades, all alternating.
4. Sidewalks are required on both sides of the street.
5. The development shall provide a minimum 10-foot buffer along the side and rear boundaries of the original tract and shall comply with the Augusta Tree Ordinance.
6. The development must provide at least 25% open space and a covered mail kiosk.
7. Recreational amenities, including but not limited to a park, a gazebo, and picnic areas, shall be provided within the development and installed prior to the issuance of Certificates of Occupancy for 50% of the dwelling units. Walking trails must be integrated throughout the development to ensure connectivity.
8. All single-family driveways shall be wide and long enough to provide two driveway spaces per lot, and all homes shall have 2-car garages.

9. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
10. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

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

Previous Zoning Background:
The subject property consists of five tracts of land with a combined acreage of 61.39-acres. The separate tracts consist of the following TMPs with the respective zonings:

- 120-0-267-00-0 (B-2)
- 120-0-266-00-0 (B-2 & R-1A w/ SE-24-15)
- 120-0-231-00-0 (R-1A w/ SE-24-15)
- 120-0-262-00-0 (R-1A w/ SE-24-15)
- 120-0-261-03-0 (R-1A w/ SE-24-15)

In December of 2024, the property went to the Augusta Commission for rezoning of one of the tracts and a Special Exception on all properties zoned R-1A. The rezoning (Z-24-34) included a request for split zoning on TMP 120-0-266-00-0 to allow for contiguous residential use toward the rear of the parcel. Simultaneously with the rezoning, a special exception (SE-24-15) was requested in accordance with section 9-2(a) of the Zoning Ordinance. Both requests were approved by the Commission and the developer is entitled to the zoning with the applicable conditions.

We have provided the exhibits and applicable documents from the original application for reference. The concept originally proposed 119 detached lots as a continuation of the existing neighborhood, and 115 single-family attached townhouse lots as a transition to the future commercial area fronting Windsor Spring Road. This concept was generated based on common land planning practices and prior to a builder being selected for the project. The concept provided a maximum density layout at 4 units/acre as permitted by section 9-2(a) of the ordinance.

Project Due Diligence and Revisions:
Following approval of the zoning, we began coordinating additional due diligence while the owner/developer worked to secure a builder for the project. In our due diligence coordination, we determined it would be beneficial to remove the townhomes from the plan for the following reasons:

- The Augusta Utilities Department indicated they were enforcing new requirements for townhouse lots, making it difficult to provide utility service to this mixed residential project for various reasons.
- A builder was selected for the project and their recent experience in the Augusta market was not favorable of townhomes.
- Conditions 1 and 9 of SE-24-15 and ZE-24-34 would have reduced density, increased infrastructure costs, and impacted aesthetics of the neighborhood.

Following our due diligence coordination, we sent a revised concept plan and the enclosed email to Planning staff on March 27, 2025 to satisfy section 9-3 of the zoning ordinance regarding special exception expiration. This concept proposed removal of the townhome section, 174 single-family detached lots and no guest parking. Staff showed no concerns on the plan at this time and we proceeded with full design of the site.

Design and Permitting:
A full design of the site was submitted to the City for permit review in June of 2025. In August, we received a review comment from Planning Staff that guest parking must be provided for the development per the zoning conditions. We then met with Staff to discuss this comment followed by several emails provided for reference.

Interpretation of Ordinance and Zoning Conditions:

The owner/developer and Engineer believe that the plan is currently in compliance with the City's Zoning Ordinance and the zoning conditions. Below is our interpretation of the Ordinance and Zoning conditions:

- We originally applied for a Special Exception from 9-2(a) of the Zoning Ordinance that reads:
  - *"The following may be permitted in an R-1A Zone by Special Exception: Single-family attached and detached dwellings and condominiums **developed in accordance with Section 13**, provided that the density of dwellings shall not exceed four (4) units per acre."*
- ZE-24-34 and SE-24-15 conditions 8 and 9 read:
  - Condition 8: the development must comply with the minimum parking requirements.
    - Section 13-10(a) of the zoning ordinance for off-street parking regulations reads: "A minimum of two (2) parking spaces for each dwelling unit shall be provided in the R-1E Zone."
    - We feel this should be the code requirement for this development as is stated in Section 13.
  - Condition 9: The development must provide "guest" parking in the **townhome section** of the development.
    - We believe this condition was intended to be applied to the attached housing originally proposed as it was a defined section of the development.
- Condition 6 of ZE-24-34 does not align with condition 6 of SE-24-15 regarding minimum open space requirements.
  - During the previous public hearing, the final conditions read for approval were in line with SE-24-15 requiring 25% open space.

Proposal to Revise Conditions

We would like to propose the following revisions to the zoning conditions:

- That item 9 be removed from the zoning conditions since the townhome section is no longer part of the plan.
- That item 8 be revised to read: "All single-family driveways shall be 16' wide to provide two driveway spaces per lot and all homes shall have 2 car garages."
- That item 6 of ZE-24-34 be revised to require 25% open space.

We have provided a typical lot layout for review that shows the parking configuration, and this detail will be provided on the plan. We believe this parking configuration is sufficient for the development and do not believe common surface parking lots would benefit the development. Common surface parking takes away from the character of the neighborhood, affecting its aesthetics and marketability of the lots. They have also proven to be rarely utilized in other surrounding developments and often attract undesirable activities and problems for the community.

We trust that the information provided is suitable for your review and approval. Should you have any questions concerning this matter, please do not hesitate to contact us at your convenience.

Sincerely,
CRANSTON LLC

Burton Fine, PE

BSF/bsf
Enclosures

CRANSTON

GEORGIA REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT NO. 1001

REV #	DATE	DESCRIPTION
1	11/17/2025	PER CITY COMMENTS

ROSIER FARMS

OVERALL LAYOUT PLAN

DRAWN BY:	CSA/BSF
CHECKED BY:	BSF
APPROVED BY:	JPD
DATE:	JUNE 12, 2025
SCALE:	1" = 100'
JOB No.	2024-0202
DRAWING No.	

CRANSTON

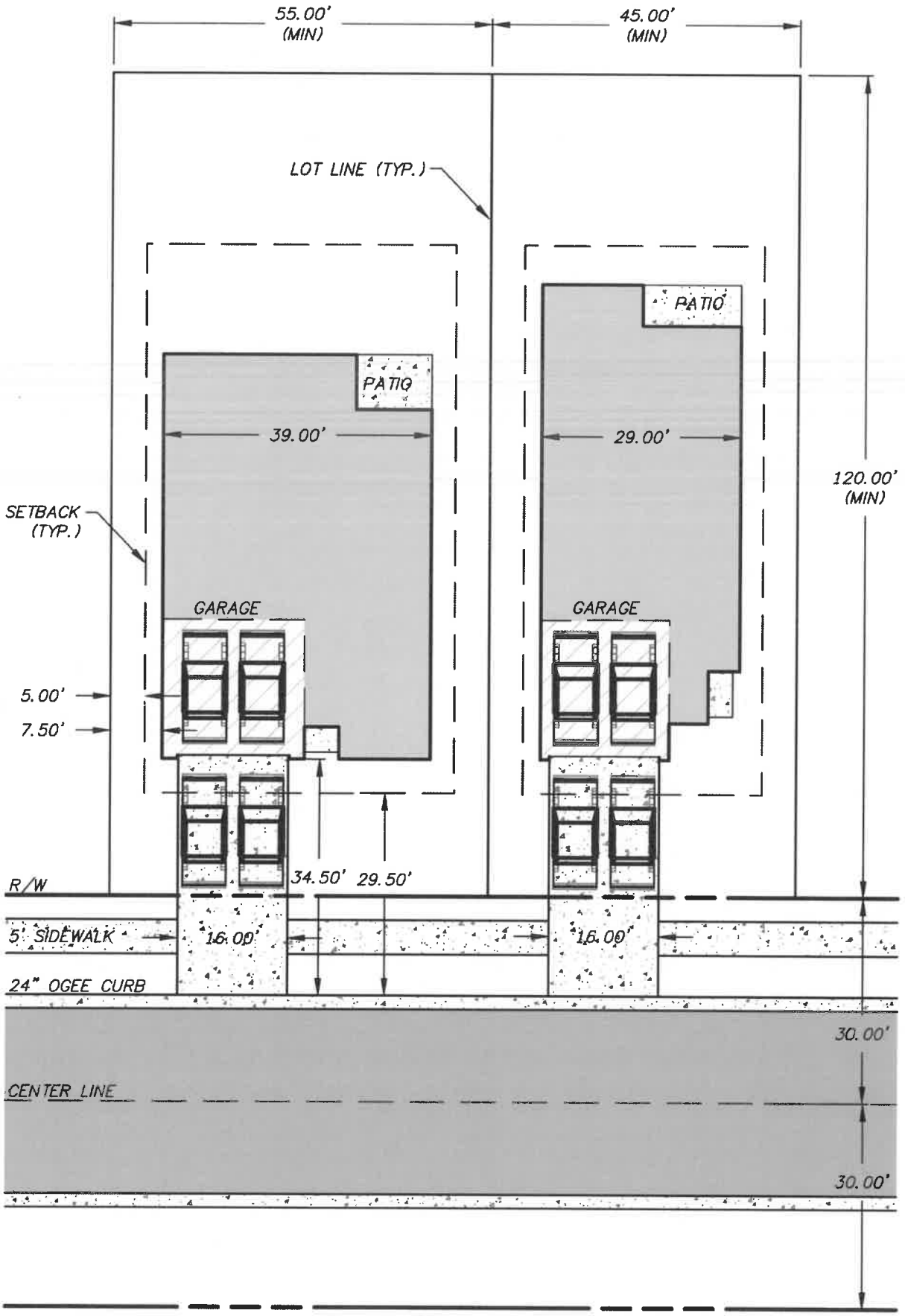
JOB NAME: ROSIER FARMS

SHEET TITLE: TYPICAL PARKING DETAIL

JOB NO.: 2024-0202

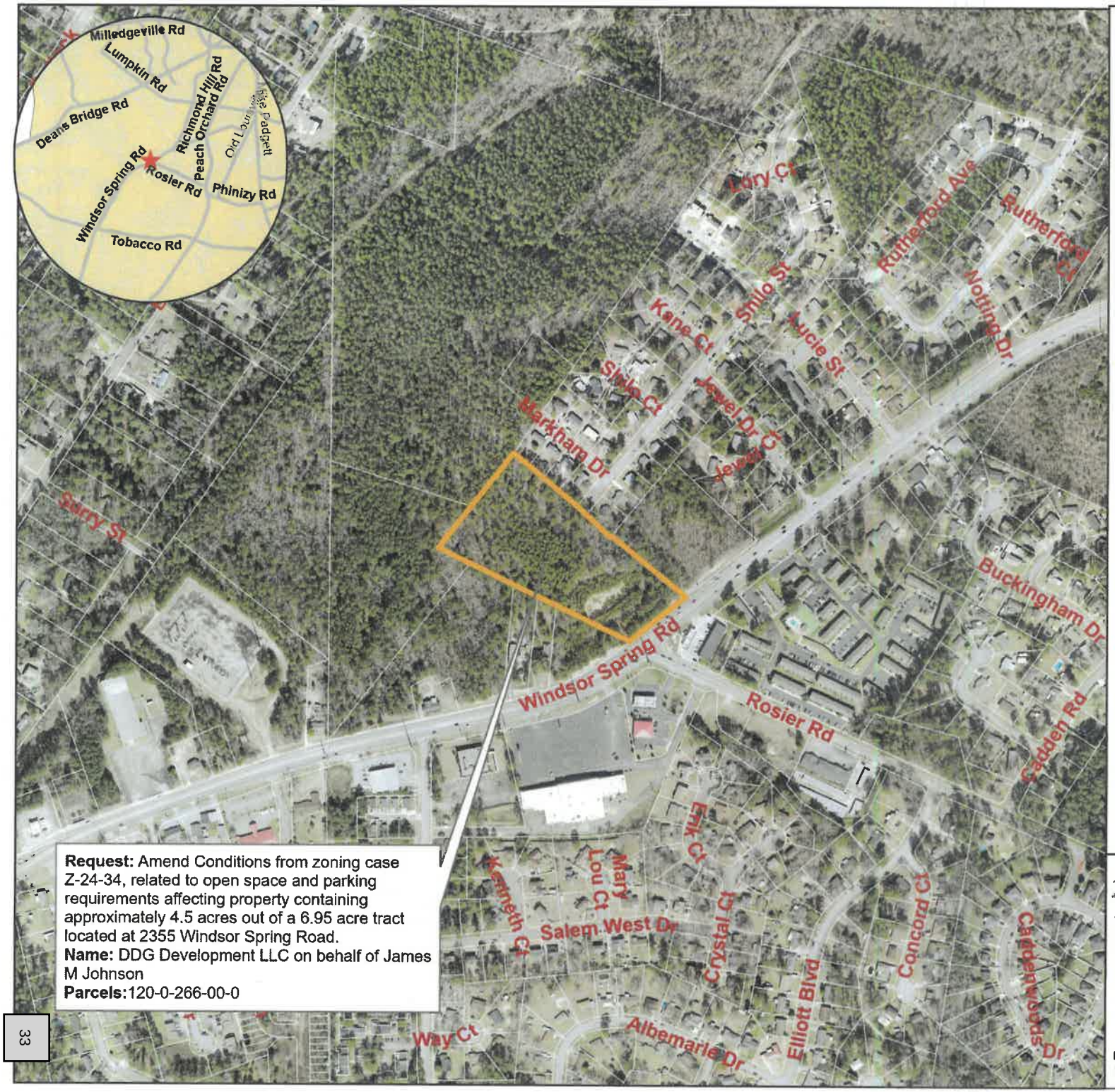
DATE: 12/22/2025

SHEET NO.: 01









Planning Commission
Z-26-05
March 2, 2026

2355 Windsor Spring Road

Aerial

Subject Property

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
2/16/2026 PE22633

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission

N W E S

0 90

Item 2.



Request: Amend Conditions from zoning case Z-24-34, related to open space and parking requirements affecting property containing approximately 4.5 acres out of a 6.95 acre tract located at 2355 Windsor Spring Road.
Name: DDG Development LLC on behalf of James M Johnson
Parcels:120-0-266-00-0

34

Planning Commission
Z-26-05
March 2, 2026

2355 Windsor Spring Road

Current Zoning

Subject Property

Zoning Classification

- A: Agriculture
- B-1: Neighborhood Business
- B-2: General Business
- R-1A: One Family Residential
- R-1C: One Family Residential
- R-1E: One Family Residential
- R-3A: Multiple-Family Residential
- R-3B: Multiple-Family Residential
- R-3C: Multiple-Family Residential
- R-MH: Manufactured Home Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
2/18/2026 PE22633

Augusta, GA Disclaimer

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N W E S

0 90

Item 2.

Commission Meeting

March 17, 2026

Item Name: SE-26-05

Department: Planning & Development

Presenter: Chyvattee Vassar, Interim Director

Caption: **SE-26-05** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by DDG Land Investments, LLC, requesting a special exception per Section 9-2 of the Comprehensive Zoning Ordinance to develop a residential subdivision containing approximately 62.6 acres located at 2500 Craven Street, 2421 Windsor Spring Road and 3401 Lucie Street, and part of 2355 Windsor Spring Road. Tax Map #'s 120-0-262-00-0, 120-0-261-00-0, 120-0-261-03-0, and a portion of 120-0-266-00-0. Zoned R-1A (One-Family Residential).

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation:

1. There shall be a minimum lot width of 45ft.
2. The maximum number of dwelling units cannot exceed 4 units per acre.
3. The single-family attached portion of the development must have alternating elevations with at least 3 different facades, all alternating.
4. Sidewalks are required on both sides of the street.
5. The development shall provide a minimum 10-foot buffer along the side and rear boundaries of the original tract and shall comply with the Augusta Tree Ordinance.
6. The development must provide at least 25% open space and a covered mail kiosk.
7. Recreational amenities, including but not limited to a park, a gazebo, and picnic areas, shall be provided within the development and installed prior to the issuance of Certificates of Occupancy for 50% of the dwelling units. Walking trails must be integrated throughout the development to ensure connectivity.
8. All single-family driveways shall be wide and long enough to provide two driveway spaces per lot, and all homes shall have 2-car garages.
9. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
10. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Augusta GEORGIA
PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: March 2, 2026
Case Number: SE-26-05
Applicant: DDG Land Investments, LLC
Property Owner: DDF Land Investments, LLC
Property Address: 2421 Windsor Spring Road, 2500 Craven Street, 3401 Lucie Street, & 2355 Windsor Spring Road
Tax Parcel No(s): 120-0-261-00-0, 120-0-262-00-0, 120-0-261-03-0 & 120-0-266-00-0
Current Zoning: R-1A (One-Family Residential) & B-2 (General Business)
Fort Eisenhower Notification Required: N/A
Commission District 5: Don Williams
Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Special Exception	One-Family Detached Residential Development	Sections 9-2(a)

SUMMARY OF REQUEST:

The petition requests approval of a special exception to permit the development of a single-family residential subdivision consisting of 174 detached dwelling units. The developer obtained zoning approval in late 2024 for four (4) tracts totaling approximately 62.6 acres. Pursuant to the Zoning Ordinance, special exceptions must be acted upon within six (6) months of the approval date; therefore, the original approval expired in 2025. In addition to the current petition, the applicant is concurrently seeking to amend the conditions of zoning case Z-24-34 to allow development of the property.

The proposed revised development includes the following:

- 174 single-family detached homes
- Public streets throughout the development, including two access points
- Two (2) stormwater detention ponds
- Amenity areas, including a playground and picnic cabana; 8 guest parking spaces
- Approximately 33.03% (20.68 acres) of open space provided throughout the development
- Remaining commercial tract

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan, the property is in the South Augusta Character Area. The 2023 Comprehensive Plan's vision for the South Augusta Character Area includes the continued mix of housing types at low to medium density to preserve the suburban-style, single-family residential character that is predominant in the area. Recommended development patterns for the South Augusta Character Area include maintaining low density single-family residential development in areas where it is already the predominant land use, infill residential development at densities compatible with the surrounding area and to place additional commercial development at major intersections.

FINDINGS:

1. On November 19, 2024, the Augusta Commission approved the special exception case SE-24-15, subject to the following conditions:
   - There shall be a minimum lot width of 26ft for the single-family attached portion (townhomes) of this development.
   - Maximum number of dwelling units cannot exceed 4 units per acre (a total of 207 units were proposed for the development).
   - The single-family attached portion of the development must have alternating elevations with at least 3 different facades, all alternating and with more than 30% vinyl siding.
   - Sidewalks are required on both sides of the street.
   - The development must provide appropriate buffers on all sides and comply with the Augusta Tree Ordinance.
   - The development must provide at least 30% open space and a covered mail kiosk.
   - Amenities, i.e., a park, walking trails, pool, etc. must be included within the development and installed before 50% of the development receives a Certificate of Occupancy.
   - The development must comply with the minimum parking requirements.
   - The development must provide "guest" parking spaces in the townhome section of the development.
   - The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.
   - No vinyl siding shall be used on the single-family detached portion of the development.
2. The property owner is also requesting modifications to Special Exception SE-24-15, as townhomes are no longer proposed in the revised concept plan. However, a reduction in lot width is still required in accordance with the Comprehensive Zoning Ordinance.
3. The development will create a new main entrance on Windsor Spring Road and utilize the existing roadway, Lucie Street, as a secondary access point within the development.
4. The site has access to public water and sanitary sewer services.
5. According to the FEMA Flood Insurance Rate Maps (FIRM), the property is not located within a Special Flood Hazard Area.

6. According to the Augusta-Richmond County GIS map layers, no wetlands are located on the subject property.
7. Public transit service is not currently available in the vicinity of this section of Windsor Spring Road.
8. According to the Georgia Department of Transportation (GDOT) State Functional Classification Map (2017), Windsor Spring Road is classified as a major arterial street.
9. Previously, the Traffic Engineering Division indicated that a full traffic impact study would be required. The study has been completed, and the project's engineer is working with the city to complete necessary upgrades.
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11. The proposal is consistent with the Augusta-Richmond County Comprehensive Plan 2023 and is compatible with surrounding zoning districts and existing land uses.
12. At the time of this report, staff have received inquiries regarding the petition as advertised.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time – This project is currently under e-plan review and comments have already been given from this department directly

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Utilities Comments:

- None received at this time – This project is currently under e-plan review and comments have already been given from this department directly

RECOMMENDATION: The Planning Commission recommends **Approval** of the special exception request with the following conditions:

1. There shall be a minimum lot width of 45ft.
2. The maximum number of dwelling units cannot exceed 4 units per acre.
3. The single-family attached portion of the development must have alternating elevations with at least 3 different facades, all alternating.
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The owner/developer and Engineer believe that the plan is currently in compliance with the City's Zoning Ordinance and the zoning conditions. Below is our interpretation of the Ordinance and Zoning conditions:

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  - During the previous public hearing, the final conditions read for approval were in line with SE-24-15 requiring 25% open space.

Proposal to Revise Conditions

We would like to propose the following revisions to the zoning conditions:

- That item 9 be removed from the zoning conditions since the townhome section is no longer part of the plan.
- That item 8 be revised to read: "All single-family driveways shall be 16' wide to provide two driveway spaces per lot and all homes shall have 2 car garages."
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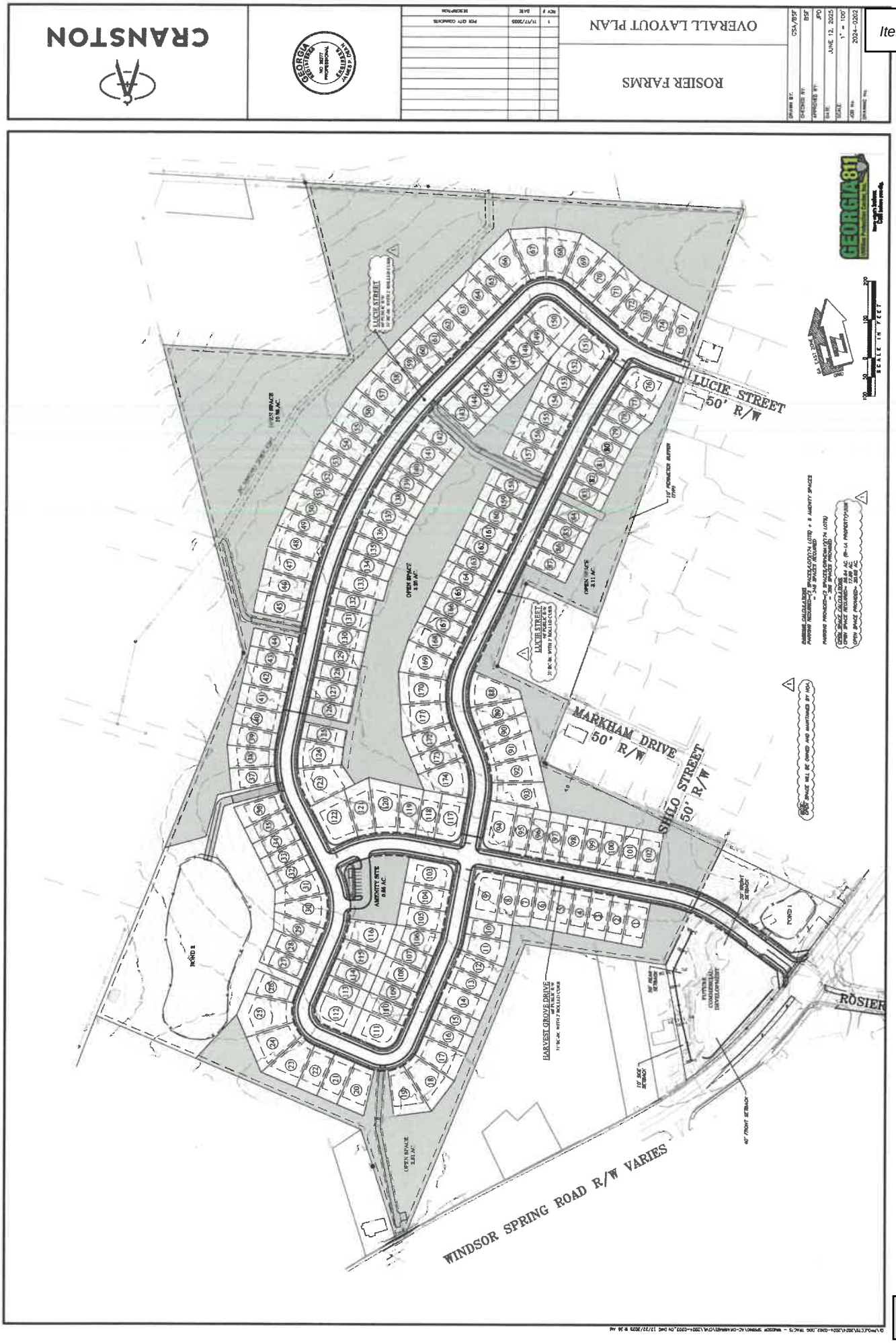
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Sincerely,
CRANSTON LLC



Burton Fine, PE

BSF/bsf
Enclosures


OVERALL LAYOUT PLAN
ROSIER FARMS
CRANSTON
GEORGIA811
LUCIE STREET
50' R/W
MARKHAM DRIVE
50' R/W
SHILO STREET
50' R/W
HARVEST GROVE DRIVE
WINDSOR SPRING ROAD R/W VARIES
ROSIER
OPEN SPACE
AMENITY SITE
SCALE IN FEET

CRANSTON

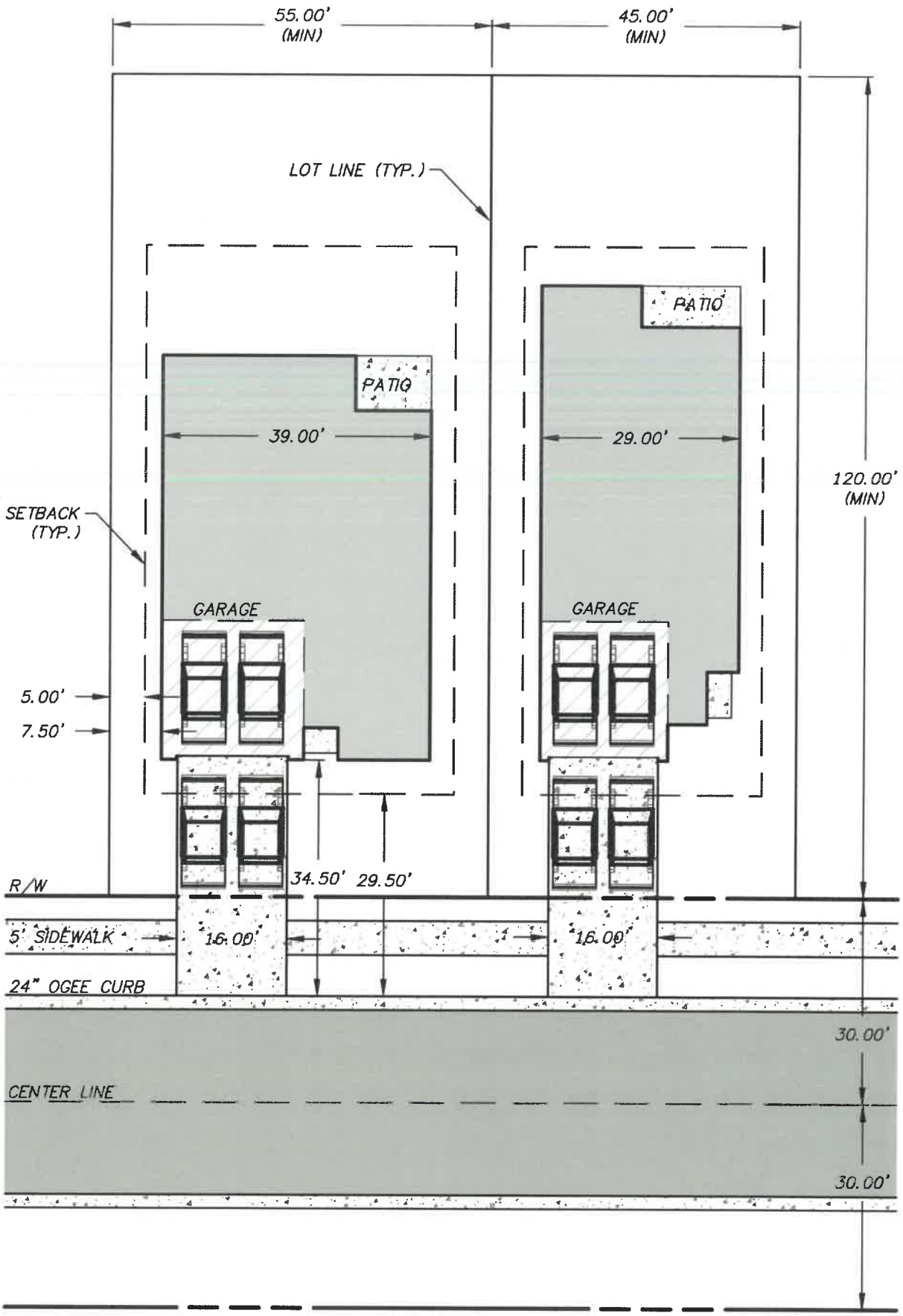
JOB NAME: ROSIER FARMS

SHEET TITLE: TYPICAL PARKING DETAIL

JOB NO.: 2024-0202

DATE: 12/22/2025

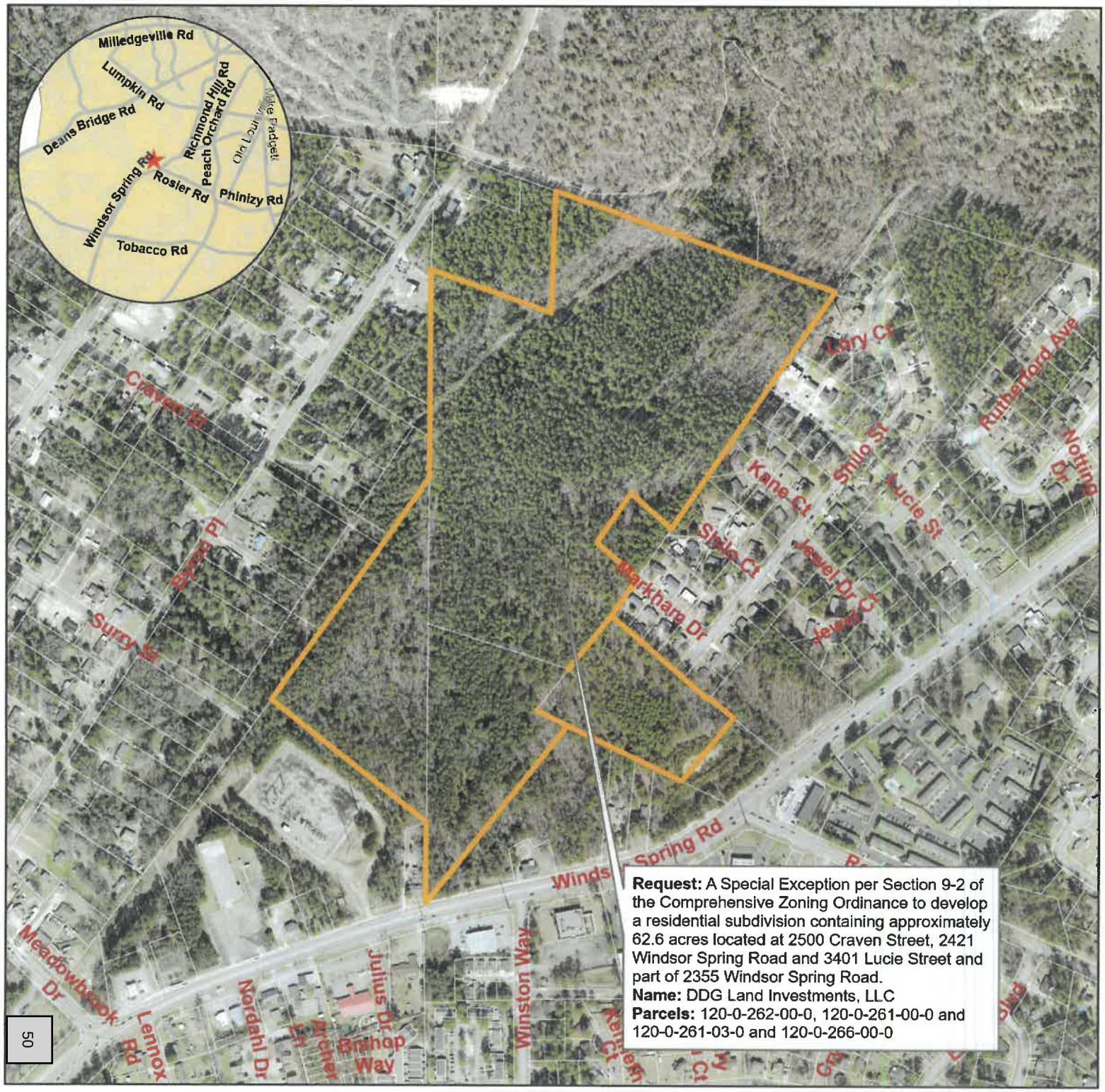
SHEET NO.: 01











Request: A Special Exception per Section 9-2 of the Comprehensive Zoning Ordinance to develop a residential subdivision containing approximately 62.6 acres located at 2500 Craven Street, 2421 Windsor Spring Road and 3401 Lucie Street and part of 2355 Windsor Spring Road.
Name: DDG Land Investments, LLC
Parcels: 120-0-262-00-0, 120-0-261-00-0 and 120-0-261-03-0 and 120-0-266-00-0

Planning Commission
SE-26-05
March 2, 2026

2355 Windsor Spring Road and Multiple addresses

Aerial

Subject Property

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
2/16/2026 PE22633

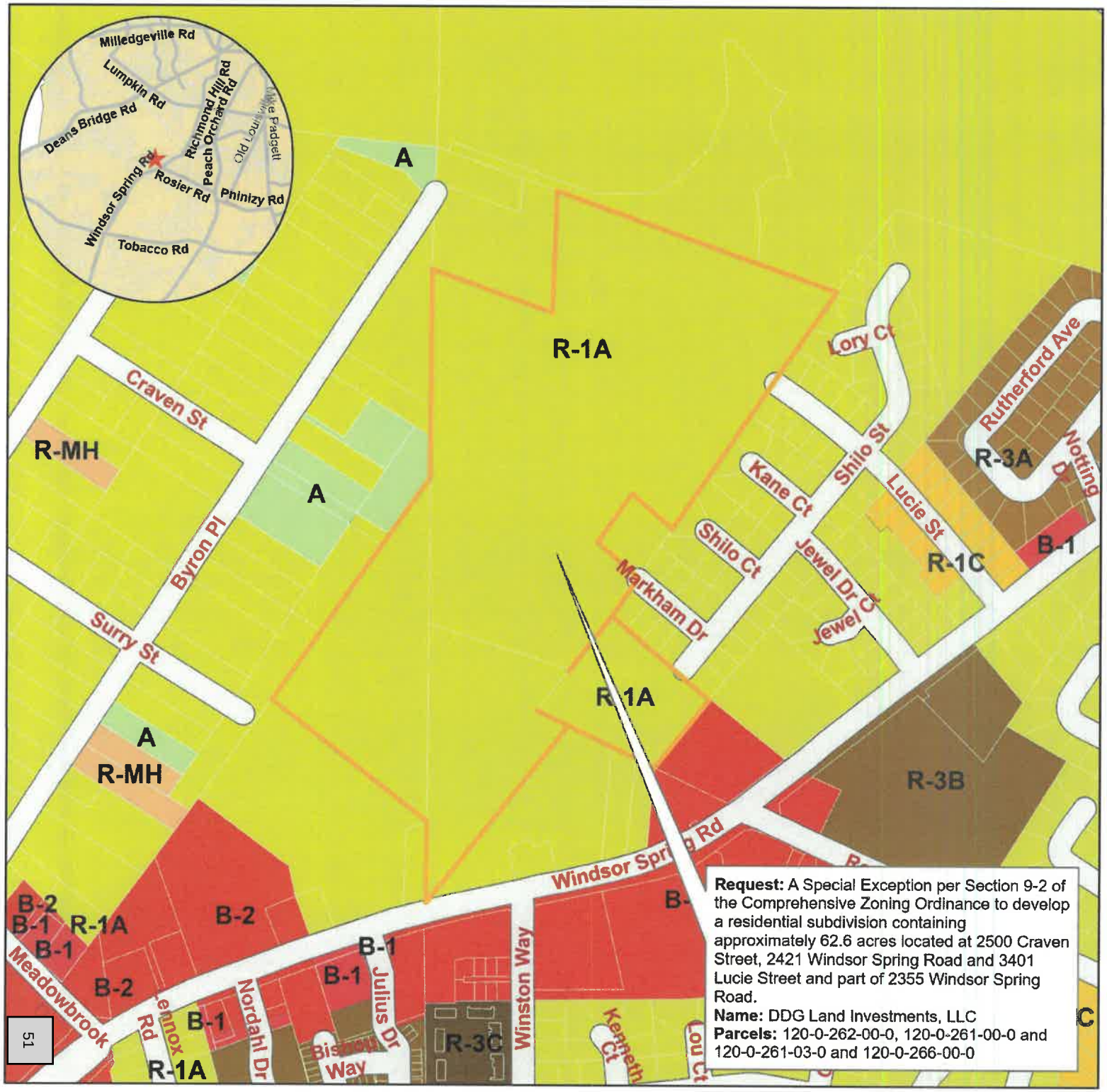
Augusta, GA Disclaimer

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N W E S

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Item 3.



51

Planning Commission
SE-26-05
March 2, 2026

2355 Windsor Spring Road and Multiple addresses

Current Zoning

Subject Property

Zoning Classification

- A: Agriculture
- B-1: Neighborhood Business
- B-2: General Business
- R-1A: One Family Residential
- R-1C: One Family Residential
- R-1E: One Family Residential
- R-3A: Multiple-Family Residential
- R-3B: Multiple-Family Residential
- R-3C: Multiple-Family Residential
- R-MH: Manufactured Home Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
2/18/2026 PE22633

Augusta, GA Disclaimer

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Item 3.

Commission Meeting

March 17, 2026

Item Name: SE-26-06

Department:	Planning & Development
Presenter:	Chyvattee Vassar, Interim Director
Caption:	**SE-26-06** – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Linda Williams, on behalf of Tae Suk Meyers Trust, requesting a special exception per Section 26-1(h) of the Comprehensive Zoning Ordinance to establish a family personal care home affecting property containing approximately 0.19 acres located at 3638 Stanton Court. Zoned R-1C (One-Family Residential). Tax Map # 143-3-062-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	1. The home shall be limited to a maximum of four (4) residents under full supervision. Any live-in staff members will be included in the total occupancy count. 2. The backyard in its entirety shall be enclosed by a 6-foot privacy fence. 3. A successful Code Enforcement inspection is required prior to the issuance of a business license. 4. The applicant must obtain a City of Augusta business license and maintain a valid license with the State of Georgia. Proof of compliance with the minimum requirements of Chapter 290-2-5-.18 of the O.C.G.A. must be submitted, along with annual inspection reports. 5. The home shall be staffed and operated in accordance with all regulations of the State Department of Community Health governing Family Personal Care Homes. 6. No signage shall be permitted on the property.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: March 2, 2026
Case Number: SE-26-06
Applicant: Linda Williams
Property Owner: Tae Suk Meyers Trust
Property Address: 3638 Stanton Court
Tax Parcel No(s): 143-3-062-00-0
Current Zoning: R-1C (One-Family Residential)
Fort Eisenhower Notification Required: N/A
Commission District 6: Tony Lewis
Super District 10: Wayne Guilfoyle



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Special Exception	Family Personal Care Home	Section 26-1(h)

SUMMARY OF REQUEST:

The petition concerns a 0.19-acre property located within the Pepperidge Subdivision and is currently zoned R-1C (One-Family Residential). The site is developed with a one-story, 1,172-square-foot residence constructed in 2003. The applicant is requesting approval of a special exception to operate a Family Personal Care Home serving four (4) clients. The applicant will not reside in the residence; instead, the facility will be operated by on-site staff.

COMPREHENSIVE PLAN CONSISTENCY:

This property is located within the South Augusta Character Area. The 2023 Comprehensive Plan envisions the continuation of mixed housing types at low to medium densities in order to preserve the predominantly suburban, single-family residential character of the area. The recommended development patterns for the South Augusta Character Area include maintaining low-density single-family residential development where it is the prevailing land use, encouraging infill residential development at densities compatible with surrounding properties, and directing additional commercial development to major intersections.

FINDINGS:

SECTION 28-F-3 (B) HOME DESIGN REQUIREMENTS		
Common Areas	***Requirement***	***Existing***
I.	ADA-compliant Ramp *(2010 standards)*	N/A
II.	Design for Accessibility	N/A
III.	Living Room *(minimum of 120 sq ft)*	~260 sq ft
IV.	Kitchen/Dining Room *(minimum of 80 sq ft)*	~159 sq ft
V.	Outdoor Space and Fencing	Backyard enclosed by a 6 ft wood privacy fence
Bedrooms or Private Living Spaces	***Requirement***	***Existing***
I.	Bedrooms *(minimum 100 sq ft per person)*	BR 1) ~100 sq ft/1 people BR 2) ~101 sq ft/1 person BR 3) ~230 sq ft/2 person
Bathroom Facilities	***Requirement***	***Existing***
I.	Functional toilet *(1:4 occupants*)*	2
II.	Showering/Bathing Facility *(1:6 occupants*)*	2
III.	ADA-compliant Facilities *(2010 standards)*	N/A
**Includes persons who reside there and receive care, care providers, and other persons living in the home.*		
Off-Street Parking	***Requirement***	***Proposed***
I.	4 Total Required Spaces**	4
***Homes must meet the requirements for Off-Street Parking in Section 4-2 of the Comprehensive Zoning Ordinance.*		

1. The applicant proposes to establish a Family Personal Care Home to serve four (4) residents, with one (1) staff member assigned per shift.
2. The residence includes three (3) bedrooms and two (2) bathrooms, as well as a living room, kitchen, dining room, and laundry room. No additions are proposed at this time.
3. There are no other licensed Family Personal Care Homes located within twelve hundred (1,200) feet of the subject property.
4. According to the Georgia Department of Transportation (GDOT) State Functional Classification Map (2017), Stanton Court is classified as a local road.
5. Public transit service is not available in the vicinity of the subject property.
6. Public water and sanitary sewer services are available to the site.
7. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.

8. According to the Augusta-Richmond County GIS Map Layer, there are no wetlands present on the property.
9. The proposed use is compatible with surrounding land uses and is consistent with the 2023 Comprehensive Plan.
10. As of the completion of this report, staff have not received any notifications of opposition to the petition as advertised.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- None received at this time

RECOMMENDATION: The Planning Commission recommends **Approval** of the special exception to establish a Family Personal Care Home with the following conditions:

1. The home shall be limited to a maximum of four (4) residents under full supervision. Any live-in staff members will be included in the total occupancy count.
2. The backyard in its entirety shall be enclosed by a 6-foot privacy fence.
3. A successful Code Enforcement inspection is required prior to the issuance of a business license.
4. The applicant must obtain a City of Augusta business license and maintain a valid license with the State of Georgia. Proof of compliance with the minimum requirements of Chapter 290-2-5-.18 of the O.C.G.A. must be submitted, along with annual inspection reports.
5. The home shall be staffed and operated in accordance with all regulations of the State Department of Community Health governing Family Personal Care Homes.
6. No signage shall be permitted on the property.

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

LETTER OF INTENT **January 7, 2026**
Family Personal Care Home

To: Planning and Zoning Division
From: Tae-Suk Meyers, Property Owner
Property Address: 3638 Stanton Ct, Augusta, GA 30906
Phone: 706-526-5792
Email: tae_meyers@yahoo.com

I, **Tae-Suk Meyers**, am the legal owner of the property located at **3638 Stanton Ct, Augusta, GA 30906**, and hereby submit this Letter of Intent in support of the proposed operation of a **Family Personal Care Home** within my single-family residential dwelling, subject to all applicable local ordinances and state licensing requirements.

I authorize and designate **Linda Williams** as the petitioner and day-to-day overseer/operator of the family personal care home. The proposed operation will serve **no more than three (3) to four (4) adult residents**, consistent with Georgia regulations governing family personal care homes.

The purpose of the home is to provide a safe, stable, and supportive residential environment for adults who require assistance with activities of daily living, including meals, supervision, and personal care. The home will operate as a **non-medical residential care setting**, and **no skilled nursing or medical services** will be provided.

The residence will maintain the character, appearance, and function of a single-family home. There will be **no exterior signage, no commercial markings, and no structural alterations** inconsistent with residential use. The operation is designed to be quiet, small-scale, and compatible with the surrounding neighborhood.

Parking will be **accommodated entirely on-site** within the existing driveway and designated parking areas. Due to the limited number of residents and caregivers, the operation will **not require street parking** and will not create traffic or parking congestion.

The operation may include the **future hiring of limited caregivers or support staff**, as permitted by Georgia Department of Community Health regulations. All staff will be properly trained, screened, and employed in compliance with applicable requirements, with staffing structured to avoid any adverse neighborhood impact.

All operations will comply with **Georgia Department of Community Health licensing requirements**, local zoning regulations, and all applicable fire and safety standards.

The property is **not located within a subdivision governed by a Homeowners Association (HOA)**, and no HOA restrictions apply to the proposed use. The operation will remain within the approved scope, and any expansion or change in use would require separate approval.

This Letter of Intent is submitted in support of a **Special Exception** or other applicable approval required to allow the operation of a family personal care home within the residential zoning district.

Respectfully submitted,

Tae-Suk Meyers Property Owner

OWNER AUTHORIZATION STATEMENT
Family Personal Care Home

Property Address:
3638 Stanton Ct, Augusta, GA 30906

I, **Tae-Suk Meyers**, am the legal owner of the property located at **3638 Stanton Ct, Augusta, GA 30906**.

I hereby authorize my daughter, **Linda Williams**, to act as my **designated petitioner and representative** in all matters related to the application, hearing, and approval process before the **Planning and Zoning Board** regarding the proposed operation of a **Family Personal Care Home** at the above-referenced property.

Due to a **language barrier**, I have requested that Linda Williams speak on my behalf during public hearings and communications with Planning & Zoning staff. She is fully authorized to present information, respond to questions, and represent my interests regarding this request.

I confirm that I fully understand and support the proposed use, including the operation of a small, non-medical family personal care home serving **three (3) to four (4) adult residents**, in compliance with all applicable state and local regulations.

This authorization is given freely and remains valid for the duration of the Planning & Zoning review and approval process unless otherwise revoked in writing.

Property Owner:
Tae-Suk Meyers

Signature: Tae Suk Meyers

Date: 01/26/26

Contact Phone: 706-526-5792
Email: tae_meyers@yahoo.com

January 7, 2026

OPERATOR STATEMENT

Family Personal Care Home

I, **Linda Williams**, am the petitioner and proposed operator of the Family Personal Care Home located at **3638 Stanton Ct, Augusta, GA 30906**.

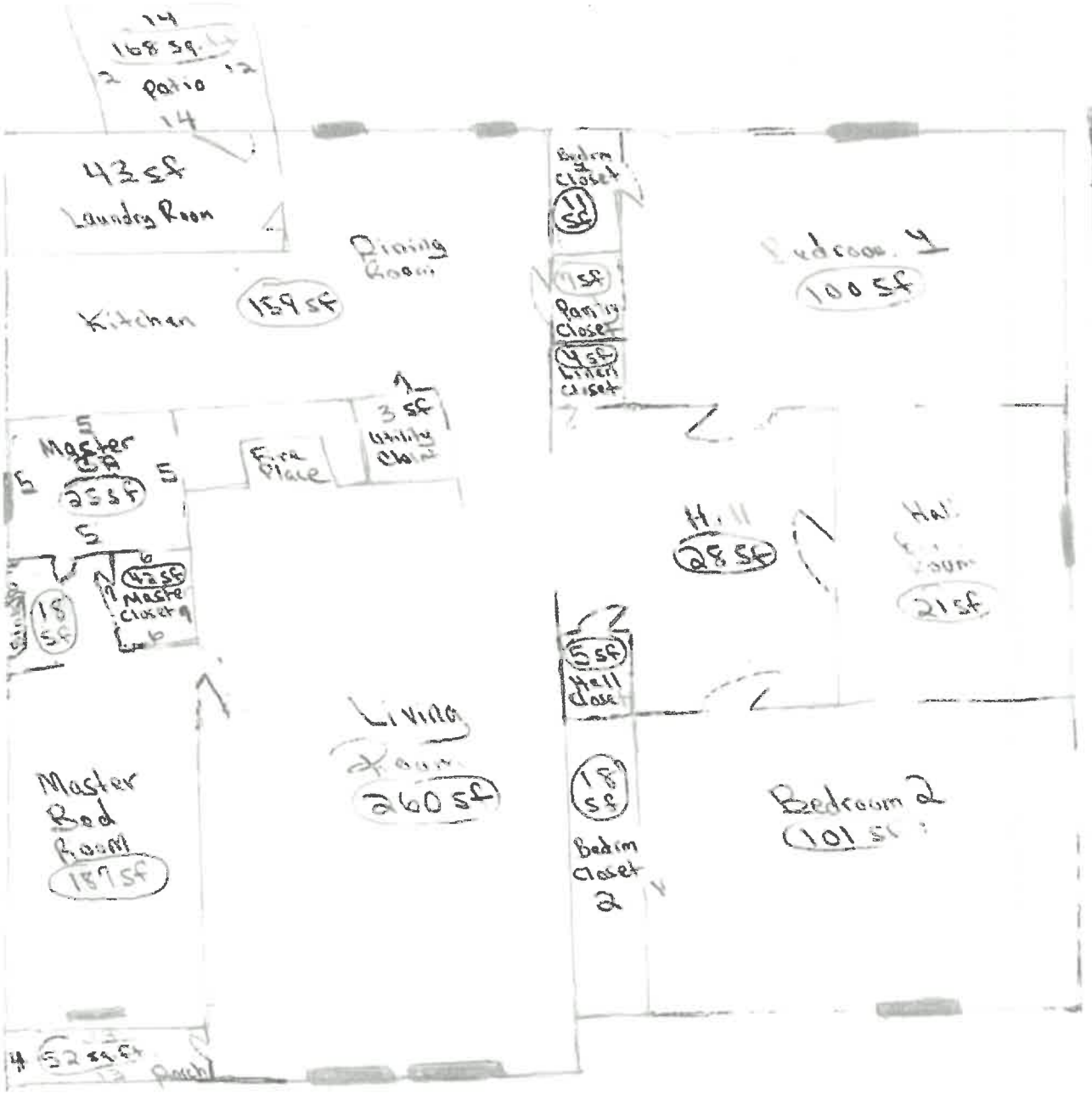
I will oversee the day-to-day operations of the home, which will serve **no more than three (3) to four (4) adult residents** in accordance with Georgia Department of Community Health regulations governing family personal care homes.

The home will operate as a **non-medical residential care setting** and will provide assistance with activities of daily living, including meals, supervision, and personal care. No skilled medical or nursing services will be provided.

I acknowledge and affirm that the operation will comply with all applicable **state licensing requirements**, **local zoning regulations**, and **safety standards**, including fire and building codes. Any caregivers or support staff employed in the future will be properly trained, screened, and scheduled to ensure minimal impact on the surrounding neighborhood.

I am committed to operating this home in a manner that maintains the **residential character of the neighborhood**, minimizes traffic and parking impacts, and promotes the dignity, safety, and well-being of residents.

Signed: Linda Williams
Linda Williams
Petitioner / Operator
Date: 01/07/26



Legend

	Rooms	Sq. Ft.
1	Porch	52 sq.ft
2	Living Room	260 sf
3	Kitchen	159 sf
4	Dining Room	for both
5	Pantry Closet	7 sf
6	Utility Closet	3 sf
7	Laundry Room	43 sq.ft
8	Patio	168 sq.ft
9	Master Bedroom	187 sq.ft
10	Master Closet	42 sf
11	Master Bathroom	25 sf
12	Linen Closet	4 sf
13	Hall Closet	5 sf
14	Bedroom 4	100 sq.ft
15	Bedrm 4 Closet	11 sf
16	Hall Bathroom	21 sf
17	Bedroom 2	101 sq.ft
18	Bedroom 2 Closet	18 sf
19	Hall	28 sf
	Total ft Main st area	1,172

Condition: Good

3 bedrms
2 full Bath

Augusta, GA



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Map Scale
1 inch = 25 feet
1/28/2026



Planning Commission
SE-26-06
March 2, 2026

3638 Stanton Court

Aerial

Subject Property

Augusta GEORGIA

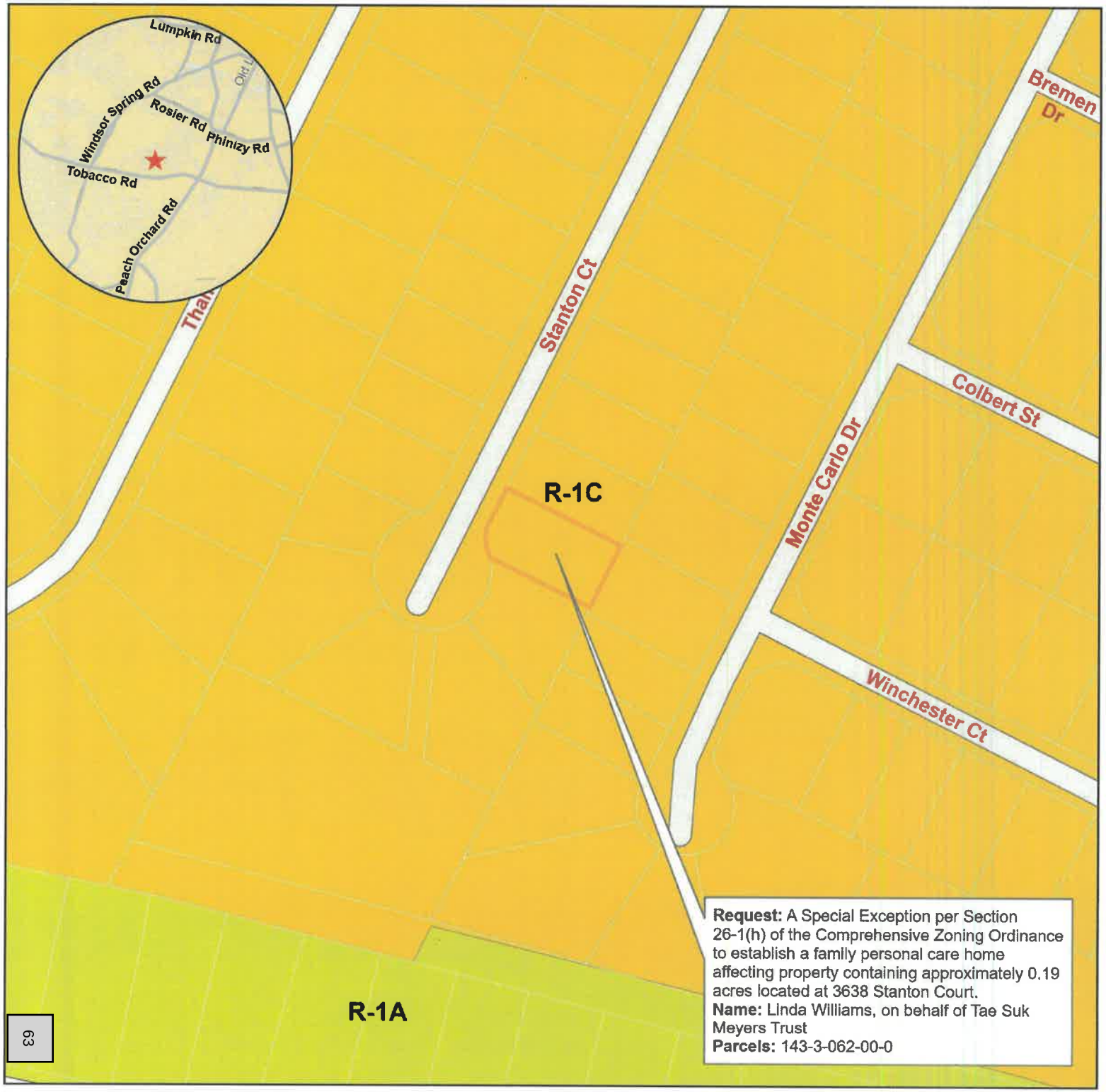
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
2/16/2026 PE22633

Augusta, GA Disclaimer

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N W E S

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Planning Commission
SE-26-06
March 2, 2026

3638 Stanton Court

Current Zoning

Subject Property

Zoning Classification

- **R-1A: One Family Residential**
- **R-1C: One Family Residential**

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
2/16/2026 PE22633

Augusta, GA Disclaimer

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Public Services Committee Meeting

February 24, 2026

Alcohol License

Department:	Planning & Development Department
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-12 – Existing Location, New Ownership: Chakravarthy Thota is the applicant for ARKA Foods LLC requesting Retail Package Beer, and Wine located at 1812 Lumpkin Road**,** Augusta GA 30906. District 2, Super District 9
Background:	Existing location, new ownership
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of $1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta-Richmond County
Planning & Development Department
Alcohol License Staff Report

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 26-12

Application Type: Retail Package Beer, and Wine – Exiting Location, New Ownership

Business Name: ARKA Foods LLC

Hearing Date: February 24, 2026

Prepared By: Cecilia Woodruff, Planning Services Branch Manager

---

Applicant: Chakravarthy Thota

Property Owner: Kim Hyun Sook

Address of Property: 1812 Lumpkin Road

Tax Parcel #: 111-1-035-00-0

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

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

RECOMMENDATION:

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

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

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

ORIGINAL

RECEIVED 01/27/2026 jw

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

Augusta GA 1736 Planning & Development

Alcohol License Application
Mailing Address:
Augusta Planning & Development
P.O. Box 9270
Augusta, GA 30906

Alcohol License Number (Office Use Only): LCB20260000048

Alcohol Beverage Application

Business Legal Name: ARKA FOODS, LLC
If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of state businesses must register as s foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your legal name.

Physical Location: 1812 Lumpkin Rd. Augusta, GA. 30906
(Complete Street Address– City, State, Zip Code)

Business Location: Map & Parcel #: _____ Zoning: _____

Business Phone: (706) 955-8978 Home Phone: (440) 381-0443

Applicant Name: Chakravarthy Thota

Applicant's Address: 3310 Emerson Dr. Augusta, GA. 30906
(Complete Street Address – City, State, Zip Code)

Applicant's Social Security: [redacted] Date of Birth: [redacted]

If Applicant is a transfer, list previous Applicant: _____

Location Manager(s): 1. Anil Kasturi

2. _____

3. _____

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

Ownership Information

Corporation (if applicable): Date Chartered: 10/19/2025

Mailing Address:

Name of Business: Super Mini Mart

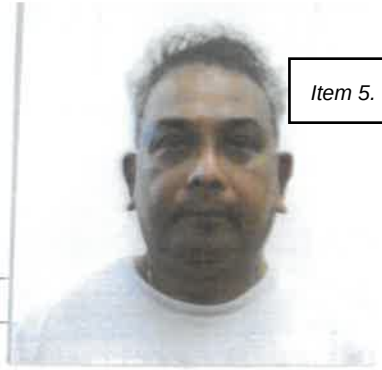
Attention: Chakravarthy Thota

Address: 3310 Emerson Dr.

City/State/Zip: Augusta, GA. 30906

Ownership Type: ☑ Corporation ☐ Partnership ☐ Individual

Corporate Name: ARKA FOODS, LLC



List owner or owners of the building and property.

Hyun S. Kim

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

Chakravarthy Thota 100%

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

A) Church: _____ C) School _____

B) Library: _____ D) Public Recreation: _____

State of Georgia, Augusta-Richmond County, I, Chakravarthy Thota, 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.

D. Chakravarthy

Applicant Signature

HUI S JEON NOTARY PUBLIC RICHMOND COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 23, 2026

I hereby certify that Chakravarthy Thota 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 08 day of Jan., in the year 2026.

Office Use Only

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

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

_____ _____

Administrator Date

Public.Service.Committee.Meeting

Meeting Date: 03/10/26

Augusta Regional Airport (AGS) – Rental Car Access Road / Cargo Road Improvements – CO #1

Department: Augusta Regional Airport (AGS)

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Augusta Regional Airport (AGS) – Motion to approve Change Order #1 (Final/Balancing) to ER Snell Contractor Inc, for a total decrease of ($20,221.94), amending ER Snell's contract total to $569,567.56.

Background: ER Snell Contractor, Inc. is currently contracted to construct the Rental Car Access Road / Cargo Road Improvement project. Change Order #1 includes costs and savings along with as-built quantities to balance the final/as-constructed quantities as well as the revised 25' light pole installation line item and unit cost.

Mead & Hunt has evaluated the change order request provided by ER Snell and finds that the costs associated are acceptable and are within the unit prices provided as part of the original contract and/or within the industry.

The original contract value for ER Snell was $589,789.50.

Analysis: This Change Order will result in a Net Decrease to the overall project.

This Change Order has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.

Financial Impact: This project is funded through the Augusta Regional Airport Customer Facility Charges (CFC).

Alternatives: N/A

Recommendation:	Approve Change Order #1 (Final/Balancing) to ER Snell Contractor Inc, for a total decrease of ($20,221.94), amending ER Snell's contract total to $569,567.56.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Mead & Hunt

CHANGE ORDER

OWNER - Augusta Aviation Commission
Augusta Regional Airport
1501 Aviation Way
Augusta, GA 30906
Ph: 706-796-4010

ARCHITECT / ENGINEER – Mead & Hunt, Inc.
5955 Core Road, Suite 515
North Charleston, SC 29406
Ph. (843) 486-8330

PROJECT: **AGS Rental Car Access Road / Cargo Road Improvements**
Project No.: 0119700-232165.02

CHANGE ORDER NO.: 01
Date: 01/20/2026
Cc:

CONTRACTOR: **ER Snell Contractor Inc,**
1785 Oak Road
Snellville, Georgia 30078

DESCRIPTION of CHANGE: Quantity Adjustments

CP No.	Description	Amount
COP-1	As-Built Quantities	($20,221.94)
	TOTAL	($20,221.94)

CP No.	Spec	Description	Unit	Quantity	Unit Price	Amount
COP-1	GDOT 680-3600	25’ Light Pole Installation	EA	6	$10,569.46	$63,416.76
COP-1	GDOT 163-0301	Construct & Remove Construction Exit	EA	-1	$3,920.00	($3,920.00)
COP-1	GDOT 163-0535	Construct & Remove Inlet Sediment Trap	EA	-6	$620.00	($3,720.00)
COP-1	GDOT 163-0529	Construct & Remove Straw Bale Check Dam	EA	-5	$2,660.00	($13,300.00)
COP-1	GDOT 171-0030	Construct & Remove Silt Fence Type C	LF	-1530	$11.00	($16,830.00)
COP-1	GDOT 310-5080	Graded Aggregate Base	CY	9	$157.00	$1,413.00
COP-1	GDOT 400-3101	Hot Mix Asphaltic Concrete Construction, 12.5 mm Superpave	TON	84.66	$167.00	$14,138.22
COP-1	GDOT 413-1000	Bituminous Tack Coat	GAL	-28	$3.80	($106.40)
COP-1	GDOT 432-0208	Mill Asphaltic Concrete Pavement, 2in Depth	SY	-1330.67	$6.90	($9,181.62)
COP-1	GDOT 550-5150	Storm Drain Pipe 15” RCP, Class III	LF	-6	$124.00	($744.00)
COP-1	GDOT 550-4215	Concrete Flared-end Section 15”	EA	2	$1,410.00	$2,820.00
COP-1	GDOT 652-2402	Solid Traffic Strip 4” Yellow	LF	-60	$1.85	($111.00)
COP-1	GDOT 652-2401	Solid Traffic Strip 4” White	LF	-240	$1.85	($444.00)
COP-1	GDOT 680-3600	25’ Light Pole Installation	EA	-6	$9,060.00	($54,360.00)
COP-1	GDOT 682a	Cable, 3 No. 10	LF	60	$15.25	$915.00
COP-1	GDOT 682b	Conduit, 1W-1” PVC	LF	-357	$9.80	($3,498.60)
COP-1	GDOT 682-2130	Handhole Installation, Complete	EA	2	$1,710.00	$3,420.00
COP-1	GDOT 700-6910	Permanent Grassing	AC	-0.03	$4,310.00	($129.30)
					TOTAL	($20,221.94)

PROVIDED JUSTIFICATION:

1. As-built quantities.

ADJUSTMENT of CONTRACT SUM		**ADJUSTMENT of CONTRACT TIME**	
Original Contract Sum:	$ 589,789.50	Original Contract Time:	240 (days)
Prior Adjustments:	$ 0.00	Prior Adjustments:	0 (days)
Contract Sum Prior to this Change:	$ 589,789.50	Contract Time Prior to this Change:	240 (days)
Adjustment for this Change:	$ -20,221.94	Adjustment for this Change:	0 (days)
Revised Contract Sum:	$ 569,567.56	Revised Contract Time:	240 (days)

Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the above described change in the work.

ENGINEER
Recommended by: Mead & Hunt

Engineer Date

OWNER'S REPRESENTATIVE
Recommended by:

Representative Date

CONTRACTOR
Accepted by:

Date

OWNER
Approved by:

Date

AUGUSTA REGIONAL AIRPORT

(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

Augusta Aviation Commission Meeting
February 26, 2026
10:00 a.m.
Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commission Members:	**Commissioner Ronic West; Commissioner Michael Cioffi; Commissioner William Fennoy; Commissioner Marshall McKnight; Commissioner Marshall McKnight; Commissioner James Germany; Commissioner Randy Sasser; Commissioner Kay Roland; Commissioner Davis Beman; Commissioner Dan Troutman; Commissioner Larry Harris**
Absent:	**Commissioner Wilbert Barrett**
Staff:	**Mr. Herbet Judon; Ms. Lauren Smith; Mr. Ken Hinkle; Mr. Robert Kerr – Staff Attorney; Ms. Elizabeth Giles; Ms. Diane Johnston; Chief Michael Beal; Mr. Bruce Keller; Ms. Catherine Highsmith; Mr. Tyler Good; Ms. Jennifer Humphrey; Capt. Matt Tindell; Mr. Korey Anderson**
Others:	**Mr. Edwin Scott – Mead & Hunt; Ms. Dana Lynn McIntyre – Augusta Business Daily Mrs. Nancy Williams**

CALL TO ORDER & PRAYER – *Chairwoman Ronic West called the meeting to order at 10:38am, Prayer offered by Commissioner Dan Troutman*

Motion by Commissioner Troutman 2nd by Commissioner Cioffi to amend February 26, 2026, Augusta Aviation Commission Meeting Agenda by adding I. D. 1. Director Action Requests IV. G, Emergency purchase for direct boring and installation of new conduit and remove item IV. D. Band of Brothers Augusta/Juneteenth Augusta Festival Sponsorship Request.
No Discussion; Unanimous Ayes; Motion Carries

I. AGENDA, MINUTES, STATISTICS, & CONSENT – Chairwoman Ronic West

A. February 26, 2026, Augusta Aviation Commission Meeting Agenda
B. January 29, 2026, Augusta Aviation Commission Meeting Minutes
C. January 2025 Statistics
D. Consent Items
    1. Director Action Requests – IV. A-B (Approved in Aviation Construction Committee Meeting)

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve amended February 26, 2026, Augusta Aviation Commission Meeting Agenda, January 29, 2026, Augusta Aviation Commission Meeting Minutes, January 2025 Statistics, amended Consent Items.
No Discussion; Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Construction Committee Report – Commissioner Dan Troutman
B. Business Development Committee Report – Commissioner Davis Beman
Committee reports received as information.

III. FINANCIALS - Risa Bingham

A. January Financials
Mr. Judon presented financials to the Augusta Aviation Commission.
Motion by Commissioner Sasser 2nd by Commissioner Roland to accept January Financials.
No Discussion; Unanimous Ayes; Motion Carries

IV. DIRECTOR ACTION REQUESTS

A. Augusta Regional Airport (AGS) – Design Ready Return Lot Improvements & Rental Car Canopies – Work Authorization #22 – Elizabeth Giles
B. Augusta Regional Airport (AGS) – Rental Car Access Road / Cargo Road Improvements – CO#1 – Elizabeth Giles
C. Augusta Regional Airport (AGS) – Masters® 2026 Passenger Van Rentals – Kenneth L. Hinkle
Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Masters® 2026 Passenger Van Rentals.
No Discussion; Unanimous Ayes; Motion Carries
D. Augusta Regional Airport (AGS) – Band of Brothers Augusta / Juneteenth Augusta Festival Sponsorship Request – Lauren Smith
Item pulled from the agenda, see motion above.
E. Augusta Regional Airport (AGS) – Masters® Employee Compensation – Herbert L. Judon, Jr.
Motion by Commissioner Troutman 2nd by Commissioner Roland to approve Masters® Employee Compensation.
Discussion; Unanimous Ayes; Motion Carries
F. Augusta Regional Airport (AGS) – Hiring Freeze Exemption – Herbert L. Judon, Jr.
Motion by Commissioner Dr. Larke 2nd by Commission Harries to approve Hiring Freeze Exemption.
No Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEMS

A. Transition of ARFF Vehicles to F3 Foam – Chief Beal
Per Chief Beal, of the 1,587 ARFF vehicles tracked in the nation, 188 vehicles are completed, including our 3, AGS is in the top 10% of the nation to complete the transition from AFFF to F3 Foam.
B. KOVA Emergency Alert Notification System (KEANS) for ARFF – Chief Beal
In process with projected completion date of April 1, 2026.
C. Your Seat at the Table, March 12, 2026, 11am – 2pm – Jennifer Humphrey
Commissioners requested the agenda to be sent out soon.
D. Elevate Augusta Youth Symposium February 28, 2026, 8am – 2:30pm – Lauren Smith
Augusta Regional Airport is the Host Site, Hangar 1 & FBO
E. GAA day at the Georgia Capitol, February 25, 2026 – Lauren Smith
Georgia is one of 3 states that does not have zoned height restriction, representatives working to correct this. Funding resources for hangar construction.
F. GA/SC Airports Legislative Coalition, March 25, 2026 – Herbert L. Judon, Jr.
Mr. Judon extended the invitation to Augusta Aviation Commission Members to participate.

VI. EXECUTIVE SESSION

Motion by Commissioner Cioffi 2nd by Commissioner Sasser to begin Executive Session at 11:17am to discuss potential litigation with Airport Legal Counsel, Mr. Robert Kerr. Requested to remain in Executive Session for a time: Mr. Herbert L. Judon, Jr., Ms. Lauren Smith, Ms. Elizabeth Giles, Mr. Kenneth L. Hinkle, & Mr. Edwin Scott.

Motion by Commissioner Beman 2nd by Commissioner McKnight to exit Executive Session at 12:24pm

VII. COMMISSION COMMENTS / ACTION REQUESTS

A. Updated Article 1. Augusta Aviation Commission Ordinance, as directed by the Augusta Georgia Commission in July 2024 – Commissioner Michael Cioffi
Commissioner Ronic West requested several dates to be sent via email to coordinate schedules for a workshop.

GENERAL DISCUSSION

ADJOURN MEETING

Motion to adjourn by Commissioner Harris 2nd by Commissioner Cioffi
No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 12:33pm

_____ _____

Ronic West, Chairwoman Date
Augusta Aviation Commission

Meeting Name: Public Services

Meeting Date: March 10, 2026

Item Name: GDOT Transit Trust Fund 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 are 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 FY2023 Budget, funds were appropriated to 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 $297,806 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 provided by Georgia Department of Transportation (GDOT) TTFP. Federal $0.00 State $297,806 Local $0.00
Grand Total **$297,806.00**

Alternatives: Deny request.

Recommendation: Approve submission of the grant application.

Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

GEORGIA DEPARTMENT OF TRANSPORTATION ("GDOT")
TRANSIT TRUST FUND PROGRAM
FISCAL YEAR 2026 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) Circulars 5010.1F, Award Management; 9050.1A, Urbanized Area Formula Program; 9040.1H, Formula Grants for Rural Areas; 4220.1G, 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.

The Transit Agency acknowledges and understands that eligibility for TTFP funding mirrors FTA requirements and that, 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. The Transit Agency also understands that as a recipient of TTFP and federal funds it is required to sign and comply with all related annual certifications and assurances, and the related contract or Memorandum of Agreement (MOA) that includes specific reporting and compliance requirements.

Further, the Transit Agency agrees that it 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.

The Transit Agency acknowledges and understands that if it fails to comply with the TTFP General Guidelines or fails to comply with its TTFP 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 issued TTFP funds. Furthermore, the Transit Agency acknowledges and understands that if in the estimation of GDOT, a transit project shows evidence of the Transit Agency's 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 appropriate corrective action is taken by the Transit Agency to address the deficiencies or reimburse the issued TTFP funds to GDOT. The Transit Agency swears and certifies that 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)

Garnett L. Johnson (Print)
Mayor / Commission Chairperson

_____ (Date)

TRANSIT AGENCY SEAL:

Sworn to and subscribed before me,

This _____ day of_____, 20____.
In the presence of:

NOTARY PUBLIC

_____
My Commission Expires:

NOTARY PUBLIC SEAL:

GEORGIA DEPARTMENT OF TRANSPORTATION
TRANSIT TRUST FUND PROGRAM
FISCAL YEAR 2026 APPLICATION

PROPOSED TRANSIT PROJECT DESCRIPTION

Legal Name of Applicant Organization		Augusta, Georgia
Physical Address		535 Telfair Street, Augusta, GA 30901
Mailing Address		Same
Organization Type		☒ County Government ☒ City Government ☐ Regional Commission ☐ Non-Profit Organization ☐ Other (Specify)_____
Authorized Submitter **(This should also be the person to whom questions about this application are to be directed)**	**Name**	Sharon Dottery
	Title	Director, Transit
	Phone #	706-821-1818
	Email	sdottery@augustaga.gov
E-Verify #		46923
Authorized Official who will Execute the Contract	**Name**	Garnett L. Johnson
	Title	Mayor
	Phone #	706-821-1831
	Email	granettjohnson@augustaga.gov
Designated Staff Person who will Affix the Government's Seal	**Name**	Lena Bonner
	Title	Clerk of Commission
	Phone #	706-821-1820
	Email	lbonner@augustaga.gov
Designated Notary who will Notarize the Executing and Attesting Officials' Signatures	**Name**	Natsha McFarley
	Title	Assistant Deputy Clerk
	Phone #	706-821-1820
	Email	nmcfarley@augustaga.gov

Type of proposed TTFP project:	☒ **Operating** ☐ **Capital**
Project Description: • **Describe the proposed TTFP <u>eligible transit project(s)</u>.** • **Indicate how the project complies with FTA requirements.** • **Limit project description to two (2) 8.5 x 11 pages.**	Eligible Projects: This application will utilize the TTFP funds to operate a Microtransit Program for the South Augusta Region of Richmond County. This is an expansion of Augusta Transit Services. We currently operate a Fixed Route, ADA Paratransit and Richmond Transit (Rura) Programs. Adding Microtransit is a win-win for Augusta Transit and the citizens of ARC. All guidance from the FTA Cir. 4250.1G and local government policies and procedures will be adhered to.
Provide details certifying that TTFP funds will be additive and not supplant existing funds:	The Transit Trust Fund Program (TTFP) funds will be additional funding used to operate a Microtransit Program. 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. Projects cannot be modified once the MOA is executed. 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	Microtransit Program	$ 297,806.00	$ -	$ -	$ 297,806.00
2					$ -
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Total Proposed Budget		$ 297,806.00	$ -	$ -	$ 297,806.00

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AUGUSTA TRANSIT PROPOSED MICROTRANSIT PROGRAM

Project Name
Connecting Opportunities: Augusta Transit's Microtransit Service in South Augusta

Branding Name
AT Connect

Project Description

Problem: Since the 1990s increasing population and residential densification led to a reclassification of several census blocks to 'rural" South Augusta to 'urbanized'. Reclassified areas lost their access to rural transportation and were unserved by fixed route transit. The affected areas continued to grow in population and economic opportunity becoming a 'transit desert' unserved by transit. Empirical evidence confirms a suppressed and robust demand for transit in South Augusta.

Project Objective: Microtransit is ideally suited to zonal operations and riders who value increased flexibility and accessibility while being a cost-effective option for transit agencies entering unserved areas. Microtransit offers the flexibility and accessibility required to bridge the gap connecting residents and essential services in growing suburban low-density areas.

This funding request will:

- Lauch a Microtransit service to harness the unmet demand for transit.
- Provide affordable transportation connecting South Augusta to economic and quality-of-life opportunities.
- Integrate South Augusta into the overall Richmond County transit network.

Evaluation of project success will be measured by:

- Increased and sustained transit ridership to/from and within South Augusta.
- Increased access to resource providers by transit users measured by consistency in medical appointment attendance, grocery/supermarket visits per month, visits to recreation facilities, etc.
- Growing employee labor pool accessing high paying jobs by transit riders.
- Decrease in job absenteeism due to unsustainable commuting costs by private or public ridesharing services.

Justification for Funding
Microtransit will bring an affordable transit option to 45,000 South Augusta residents many of whom are retired veterans or active service members permitting everyone to benefit from cheaper trips.

Employee Benefits
Affordable on-demand Microtransit will facilitate and increase access to first, second and third shifts for employees; decrease job absenteeism due to a flexible and reliable service creating mor earning opportunities for workers.

Enhanced Wellbeing
Microtransit services will permit affordable and consistent access to medical, rehabilitation, grocery and recreational facilities in South Augusta.

Public Services Committee Meeting

March 10, 2026

Alcohol License

Department:	Planning & Development Department
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-14 – Existing Location, New Ownership: Amandeep Singh is the applicant for JMS Food Mart LLC requesting Retail Package Beer, and Wine located at 1959 Kissingbower Road**,** Augusta GA 30904. District 2, Super District 9
Background:	Existing location, new ownership
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of $1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta-Richmond County
Planning & Development Department
Alcohol License Staff Report

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 26-14

Application Type: Retail Package Beer, and Wine – Exiting Location, New Ownership

Business Name: JMS Food Mart LLC

Hearing Date: March 10, 2026

Prepared By: Cecilia Woodruff, Planning Services Branch Manager

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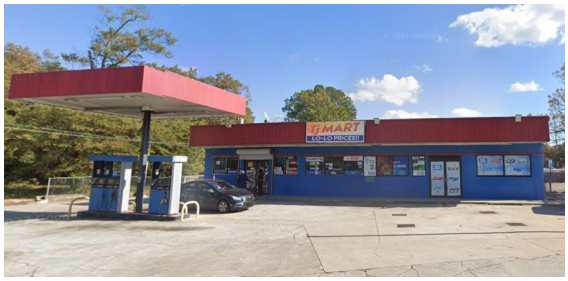
Applicant: Amandeep Singh

Property Owner: DMR LLC

Address of Property: 1959 Kissingbower Road

Tax Parcel #: 086-1-008-03-0

Commission Districts: District 2,
Super District 9



ANALYSIS:
Location Restrictions:

- **Zoning:** B2
- **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 of 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 issue dunder the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes -** If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors –** Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents -** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation –** The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

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

RECOMMENDATION:

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

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

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

COPY

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

Augusta GEORGIA Planning & Development



Alcohol License Number (Office Use Only): LCB2026000103 26-14

Alcohol Beverage Application

Business Legal Name: JMS Food Mart, LLC
If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of state businesses must register as s foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your legal name.

Physical Location: 1959 Kissingbower Rd. Augusta, GA. 30904
(Complete Street Address– City, State, Zip Code)

Business Location: Map & Parcel #: 086-1-008-03-0 Zoning: B2

Business Phone: (909) 808-2634 Home Phone: (909) 808-2634

Applicant Name: Amandeep Singh

Applicant's Address: 2838 Fairmount St. Augusta, GA. 30906
(Complete Street Address – City, State, Zip Code)

Applicant's Social Security: [redacted] Date of Birth: [redacted]

If Applicant is a transfer, list previous Applicant: _____

Location Manager(s): 1. _____

2. _____

3. _____

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

Ownership Information

Corporation (if applicable): Date Chartered: 11/24/2025

Mailing Address:

Name of Business: Ja Mart
Attention: Amandeep Singh
Address: 2838 Fairmount St.
City/State/Zip: Augusta, GA. 30906

Ownership Type: ☑ Corporation ☐ Partnership ☐ Individual

Corporate Name: JMS Food Mart, LLC

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

Name	Position	SSNO #	Address	Interest
Amandeep Singh	Member-Owner	[redacted]	2838 Fairmount St. Augusta, GA. 30906	100%
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

What type of business will you operate in this location?

☐ Restaurant – Full ☐ Restaurant – Limited ☐ Hybrid ☐ Lounge ☑ Convenience Store

☐ Package Store ☐ Other: _____

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

Total License Fee: $ 1330 Prorated License Fee (After July 1 ONLY: $ 665

Have you ever applied for an Alcohol Beverage License before: ○ Yes ◉ No

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

_____

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

☑ Yes ☐ No If so, please initial: A.S

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

Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulation of Augusta – Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ○ Yes ◉ No

If yes, give full details:

_____

_____

_____

Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County, or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offense pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ○ Yes ◉ No

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

_____

_____

_____

List owner or owners of the building and property.

JMS Food Mart, LLC

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

Amandeep Singh 100%

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

A) Church: _____ C) School _____

B) Library: _____ D) Public Recreation: _____

State of Georgia, Augusta-Richmond County, I, Amandeep Singh, 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 Amandeep Singh 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 15 day of January, in the year 2026.

HUI S JEON NOTARY PUBLIC RICHMOND COUNTY, GEORGIA COMMISSION EXPIRES MARCH 23, 2026

Office Use Only

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

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

Administrator Date

Public Services Committee Meeting

March 10, 2026

Alcohol License

Department:	Planning & Development Department
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-15 – Existing Location, New Ownership: Ahmad Raza is the applicant for Rise 2025 Investments Inc dba Lucky Corner Store requesting Retail Package Beer and Wine located at 3317 Peach Orchard Road**,** Augusta GA 30906. District 5, Super District 9
Background:	Existing location, new ownership
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of $1,330.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta-Richmond County
Planning & Development Department
Alcohol License Staff Report

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 26-15

Application Type: Retail Package Beer, and Wine – Exiting Location, New Ownership

Business Name: Rise 2025 Investments Inc dba Lucky Corner Store

Hearing Date: March 10, 2026

Prepared By: Cecilia Woodruff, Planning Services Branch Manager

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Applicant: Ahmad Raza

Property Owner: Swamibapa Management LLC

Address of Property: 3317 Peach Orchard Road

Tax Parcel #: 122-1-036-01-0

Commission Districts: District 5,
Super District 9



ANALYSIS:
Location Restrictions:

- **Zoning:** B2
- **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 of 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 issue dunder the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes -** If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors –** Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents -** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation –** The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

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

RECOMMENDATION:

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

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

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

COPY

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

Augusta GEORGIA 1736
Planning & Development



Alcohol License Number (Office Use Only): 26-0146 AN 26-15

Alcohol Beverage Application

Business Legal Name: RISE 2025 INVESTMENTS INC DBA LUCKY CORNER STORE
If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of state businesses must register as s foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your legal name.

Physical Location: 3317 PEACH ORCHARD ROAD, AUGUSTA, GA. 30906
(Complete Street Address– City, State, Zip Code)

Business Location: Map & Parcel #: 122/036010 Zoning: B2

Business Phone: (762) 309-8992 Home Phone: (___) _____

Applicant Name: AHMAD RAZA

Applicant's Address: 10001 W 136TH PL APT 2202, OVERLAND PARK, KS. 662211
(Complete Street Address – City, State, Zip Code)

Applicant's Social Security: [redacted] Date of Birth: [redacted]

If Applicant is a transfer, list previous Applicant: MAHANTJI MANAGEMENT LLC DBA LUCKY CORNER

Location Manager(s): 1. RAJU VEMUGANTI

2. _____

3. _____

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

Ownership Information

Corporation (if applicable): Date Chartered: 12/3/2025

Mailing Address:

Name of Business: RISE 2025 INVESTMENTS INC DBA LUCKY CORNER STORE

Attention: AHMAD RAZA

Address: 3317 PEACH ORCHARD ROAD

City/State/Zip: AUGUSTA, GA. 30906

Ownership Type: ☑ Corporation ☐ Partnership ☐ Individual

Corporate Name: RISE 2025 INVESTMENTS INC DBA LUCKY CORNER STORE

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

Name	Position	SSNO #	Address	Interest
Click or tap here to enter text. AHMAD RAZA	PRESIDENT	[redacted]	10001 W 136TH PL APT 2202,	100%
Click or tap here to enter text.	Click or tap here to enter text.	[redacted]	OVERLAND PARK. KS. 662	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text	Click or tap here to enter text.	Click or tap here to enter text
Click or tap here to enter text	Click or tap here to enter text.	Click or tap here to enter text	Click or tap here to enter text	Click or tap here to enter text

What type of business will you operate in this location?

☐ Restaurant – Full ☐ Restaurant – Limited ☐ Hybrid ☐ Lounge ☑ Convenience Store

☐ Package Store ☐ Other: _____

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

Total License Fee: $ 1330 Prorated License Fee (After July 1 ONLY: $ 1005

Have you ever applied for an Alcohol Beverage License before: ○ Yes ◉ No

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

_____

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

☑ Yes ☐ No If so, please initial: _____

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

Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulation of Augusta – Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ○ Yes ◉ No

If yes, give full details:

_____

_____

_____

Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County, or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offense pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ○ Yes ◉ No

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

_____

_____

_____

List owner or owners of the building and property.

MAHANTJI MANAGEMENT LLC (BUILDING OWNER)

SUDHA INVESMENTS 2025 LLC AND SMART STRATEGIES 2025 (LEASE OWNER)

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

AHMAD RAZA (100%)

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

A) Church: EXISITNG LOCATION

B) Library: EXISITNG LOCATION

C) School EXISITNG LOCATION

D) Public Recreation: EXISITNG LOCATION

State of Georgia, Augusta-Richmond County, I, Ahmad Raza, 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.

Raza

Applicant Signature

HUI S JEON NOTARY PUBLIC RICHMOND COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 23, 2026

I hereby certify that Ahmad Raza 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 28 day of Jan., in the year 2026.

Office Use Only

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

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

Administrator Date

Public Services Committee Meeting

March 10, 2026

Alcohol License

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	A.N. 26-16 – Existing Location, New Ownership: Consumption on Premises Beer, Wine, and Sunday Sales. Rafael Gonzalez is the applicant for Boll Weevil Café & Sweetery, located at 8 James Brown Blvd Augusta GA 30901. District 1, Super District 9
Background:	New Location- Full Restaurant
Analysis:	Applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	Applicant to pay a fee of $2,495.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant's statements. Sheriff's Office approved the application subject to additional information not contradicting applicants' statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta-Richmond County
Planning & Development Department
Alcohol License Staff Report

Case Number: A.N. 26-16

Application Type: Consumption on Premises Liquor, Beer, Wine and Sunday Sales– Existing Location

Business Name: Boll Weevil Café & Sweetery

Hearing Date: March 10, 2026

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

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Applicant: Rafael Gonzalez

Property Owner: Cottom Beetle Property LLC

Address of Property: 8 James Brown Blvd

Tax Parcel #: 037-3-005-00-0

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 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 of supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.

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

FINANCIAL IMPACT: The applicant will pay a fee of $2495.00

RECOMMENDATION:

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

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

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

COPY

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number 26-116 Year 2026 Alcohol Account Number 26-0028

1. Name of Business Boll Weevil Cafe & Sweetery
2. Business Address 8 James Brown Blvd
3. City Augusta State GA Zip 30901
4. Business Phone (706) 722-7772 Home Phone (706) 627-5758
5. Applicant Name and Address: Rafael Gonzalez
   223 Sweetwater Landing Dr
   North Augusta, SC, 29860
   Email address rafaelg462@gmail.com
6. Applicant Social Security # [redacted] D.O.B. [redacted]
7. If Application is a transfer, list previous Applicant:

8. Business Location: Map & Parcel 037-3-005-00-0 Zoning B2
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: 10/10/2025
12. Mailing Address:
    Name of Business Boll Weevil Cafe & Sweetery
    Attention
    Address 8 James Brown Blvd, Augusta, GA, 30901
    City/State/Zip Augusta/GA/30901
13. Ownership Type: (✓) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: La Dulzura of Southern Charm LLC
    List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Rafael Gonzalez	Owner	[redacted]	223 Sweetwater Landing Dr. North Augusta, SC, 29860	100%

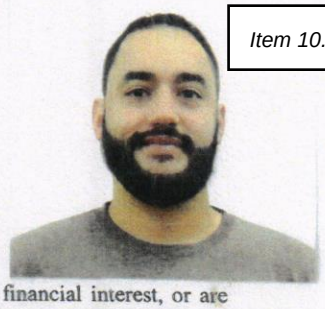
15. What type of business will you operate in this location?
    (X) Restaurant - Full ( ) Lounge ( ) Convenience Store
    ( ) Restaurant – Limited ( ) Package Store ( ) Hybrid
    ( ) Other:

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

Total License Fee: $ 2495
Prorated License Fee: (After July 1 ONLY) $ 1247.50

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 RG



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

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

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

DUI in January of 2023

21. List owner or owners of building and property.

Cotton Beetle LLC

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

Rafael Gonzalez

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 sear, 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

25. I hereby certify that _____ 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 _____, in the year _____.

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

Public Services Committee Meeting

March 10, 2026

Massage Operator's License Application

Department:	Planning and Development Department
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	M.N 26-04: A request by Alicia Walker for Massage Operator's License to be used in connection with Blooming Embers Massage & Wellness LLC located at 720 Broad Street, Augusta, GA ,30901. District 1, Super District 9.
Background:	New Location
Analysis:	The applicant meets the requirements of the City of Augusta's Massage Therapy Ordinance.
Financial Impact:	The applicant will pay an application fee of $120.00, and a fee based on Gross Revenue.
Alternatives:	N/A
Recommendation:	Planning & Development 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.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta-Richmond County
Planning & Development Department
Massage License Staff Report

Application Type: Massage Operators License – New Location

Business Name: Blooming Embers Massage & Wellness

Hearing Date: March 10, 2026

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

Applicant: Alicia Walker

Property Owner: Blue Pearl Properties LLC

Address of Property: 720 Broad Street

Tax Parcel #: 047-1-055-00-0

Commission Districts: District 1, Super District 9

Background: New Location



ANALYSIS:
Location Restrictions:

- **Zoning:** B2

LICENSE REQUIREMENTS:

- Any person desiring to own, operate, conduct, or carry on in Augusta, Georgia, the business of offering or providing massage therapy, before doing so shall have in his/her possession the current operator's license. A licensee holding an operator's license under this chapter is not authorized or licensed to actually perform the massage therapy on the customers of the massage therapy business unless such licensee also holds a massage therapy license. Any person other than an exempt person , employed or otherwise engaged by a massage therapy business to perform massage therapy on menders of the public shall, prior to engaging in such activity, have in person's possession, a then current massage therapy license issued by the Augusta-Richmond County Commission. A licensee holding a massage therapy license is not licensed to own, operate, conduct, or carry on a massage therapy business without an operator's license. Any massage therapy business which does not maintain an office in Augusta-Richmond County, but which sends a massage therapist into Augusta-Richmond County to provide massage therapy on an outcall basis, must possess an operator's License. Any person providing massage on an outcall basis must possess a massage therapy license.

Qualifications for Operator's License, Section 6-4-3

- Must be at least 18 years of age and have received a high school diploma or graduate equivalency diploma.
- Must be a citizen of the United States or alien lawfully admitted.
- Must show ownership in the business.
- Consent to criminal background check. No operator's license shall be issued to any person convicted of or pleading guilty or nolo contendere to any charge under any federal, state, or local law within ten (10) years prior to filing date of the application for an operator's license.
- No operator's license shall be issued to any person who has had any license under the police powers of Augusta revoked within two (2) years to filing the application for an operator's license,
- If a person in whose name an operator's license is issued is not a resident of Augusta, such person must appoint and continuously maintain in Augusta a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served.
- An operator's license may be denied where it appears to the Augusta-Richmond County Commission that the applicant does not have adequate financial strength or adequate financial participation on the proposed business to direct ad manage is affairs, or where it appears that the applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted.

FINACIAL IMPACT: The applicant will pay an administrative fee of $120.00 for the Massage Operator's License, and a fee based on estimated gross revenue reported.

RECOMMENDATION:

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

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

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

AUGUSTA RICHMOND COUNTY
PERSONNEL STATEMENT
1815 MARVIN GRIFFIN ROAD
AUGUSTA GA 30906

1) Full Name of Applicant: Alicia Erin Walker

2) Home Address: 110 Hazzard circle Ridge Spring Sc 29129

3) Telephone #: 803 607 -1400 SS#: [redacted] Date of Birth: [redacted]

High School Diploma: Yes_____ No_____ or **GED**: Yes ✓ No_____

4) Trade name of Business of which personnel statement is a part of: Blooming Embers Massage and Wellness LLC

5) Business Address: 720 Broad St Augusta, GA 30901

6) Business Telephone: 803 607-1400

7) Position of Applicant in Business: Owner / Massage Therapist

8) Other names use by applicant: maiden name, names used in former marriages, alias, stagename, and or nicknames Alicia Cook, Alicia Hall, Alicia Walker

9) Place of Birth: Columbus, OH U.S. Citizen (✓yes ( ) no

Naturalized: _____ Date, Place and Court: _____

Certification No: _____

10) Martial Status: ( ) Married (✓) Divorced ( ) Separated ( ) Widowed ( ) Single ( )

11) If married, divorced, or widowed, complete the information requested below.

Full name of spouse: _____ SS#_____

12) Applicants: Height:_____ Weight:_____ Age:_____

Color Hair: _____ Color Eyes: _____

13) Employment Records: (Give most recent experience first. If self-employed, give details.)

From		To		Occupation and Description of Duties Performed	Salaries Received	Employer	State	Reason for Leaving
Month	Year	Month	Year					
03	25	10	25	massage therapist	48,000	Serenity massage	GA	Outgrew Company

14) List in reverse chronological order all of your residence for the past ten years.

From		Street	City	State
Month	Year			
01	25	[redacted]	Ridge Spring	SC
07	25	[redacted]	Leesville	SC
03	24	[redacted]	Leesville	SC
03	17	[redacted]	Leesville	SC

15) References: Give three personal references, not relatives, former employers, fellow employees, or school teachers, who are responsible, reputable, adults, business or professional men or women, who have known you well during the past five years. (Name, residence, business, address, and number of years known).

Brittany Davis [redacted] Supervisor @ Serenity
Barry Davis [redacted] Personal Friend
Diane Kendrick [redacted] Teacher ASM

16) Military service: (Serial numbers, branch of service, period of service, type of discharge)

NA

17) Have you ever been arrested, or held by Federal, State, or other law enforcement authorities, for any violations of any federal, state, county or municipal law, regulation or ordinance? (Do no include traffic violations, unless they are offenses pertaining to alcohol or drugs, such as driving under the influence.) All other charges must be included even if they were dismissed: Give reason charged or held, date, place where charged and disposition. NA

18) Attach two (2) copies of driver's license and or picture I.D. to application.

Note: Before signing this statement, check all answers and explanations to see that you have answered all questions correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted. herewith.

VERIFICATION

State of Georgia Richmond County

Alicia Erin Walker do solemnly swear, subject to the penalties of false swearing that the statements and answers made by me as the applicant in the foregoing personnel statement are true.

Applicant's signature (Full name in ink)

I hereby certify that [redacted] (the above signed person) is personally known to me, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statement and answers made therin, and, under oath

This 16th day of January in the year 2026

Notary Public

Sheriff Department Approval _____ Disapproval _____

L G Cosby
NOTARY PUBLIC
Richmond County, GEORGIA
My Commission Expires
04/05/2026

Administrative Services Committee Meeting

Meeting Date: 03/10/2026

HCD_ Lead Hazard Reduction Program Approval Request

Department: HCD

Presenter: Charles Jackson and/or HCD Staff

Caption: Motion to approve a Lead Hazard Reduction and Healthy Homes Project to be located at 1534 Maple Street.

Background: On October 5, 2022, the U.S Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH) awarded $3,960,000 (itemized breakdown subject to change while award amount remains the same) to Augusta, Georgia as the part of the record investment of $126 million nationwide to 26 state and local government agencies, that will help protect Augusta children and families from lead-based paint and home health hazards.
The OLHCHH grant includes $3,560,000.00 in Lead-Based Paint Hazard Reduction Grant Program funding and $400,000.00 in HUD's Healthy Homes Supplemental funding. A ten percent match commitment is required for this program by statute 42 U.S.C. 4852.

Address: 1534 Maple Street. August Ga. 30901, Contractor: Your Neighborhood Builder, Budget: $27,500.00, Project Type: Healthy Homes Production Grant

Lead Hazard Reduction
This program funds lead hazard reduction activities in owner-occupied single-family homes and rental properties if the unit meets the minimum program requirements. These requirements include but are not limited to: the unit must be in need of lead hazard reduction activity; structurally sound upon completion of the lead hazard activity; and registered with the **Georgia Department of the Environment Lead Poisoning Prevention Program.**

Analysis: Approval of this request will allow the homeowner to participate in the City of Augusta Lead Safe Housing Initiative.

Financial Impact: Augusta, Georgia receives funding from HUD annually.

Alternatives: Deny HCD's Request

Recommendation: Motion to approve a Lead Hazard Reduction and Healthy Homes Project to be located at 1534 Maple Street.

Funds are available in the following accounts: Lead Grant: Total Amount Requested: $27,500.00
221073232-5211120- Contractual Services

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

AGREEMENT
Between
Your Neighborhood Builder
Through
AUGUSTA, GA (C/O HOUSING AND COMMUNITY DEVELOPMENT)
And
OWNER
For
HEALTHY HOMES REMEDITATION

FROM
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Agreement is made and entered into this **5** day of **February 2026,** , by and between Augusta, Georgia, by and through the Augusta-Richmond County Commission, as the Implementer of the Lead Hazard Reduction And Healthy Homes Grant (hereinafter referred to as "Grantee"), **OWNER** (hereinafter referred to as the "Homeowner"), and In **YOUR NEIGHBORHOOD BUILDER** (hereinafter referred to as "Contractor").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and WHEREAS, the Grantee wishes to engage the Contractor to assist the Grantee in utilizing such funds;;'

NOW, THEREFORE, it is agreed between the parties hereto as follows:

DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Lead-Based Paint Hazard Reduction (LHR) Program or "Program"
The term "Lead-Based Paint Hazard Reduction (LHR) Program", or "Program" shall mean that program administered by the Housing and Community Development Department of the City and funded by a Lead Hazard Reduction Grant Program Grant applied for by the City and awarded by HUD as authorized pursuant to Title X of the Housing and Community Development Act of 1992, Public Law 102 AND 550, as amended.

Abatement	Any set of measures designed to permanently eliminate lead-based paint hazards in accordance with standards established by appropriate state and federal agencies. For purpose of this definition, "permanently" means for at least 20 years.

Accessible Surface	An interior or exterior surface painted with Lead-based Paint that a young child could mouth or chew.
Applicant	Any individual or entity who has submitted a written Application for a Lead Program Grant, and any individual who is expected to live in an Eligible Residence.
Application	A completed Lead Programs Application submitted in Neighborly by an Applicant, in the form required by Housing Community Development and in accordance with the Lead Guide.
Building Permit	Any permit needed for proper rehabilitation or construction of a project under the Lead Programs.

Certified Abatement Contractor	A contractor, inspector, or supervisor who has completed a lead-based paint abatement training program certified by the appropriate federal agency and has met all requirements for lead-based paint abatement certification or licensure established by the appropriate federal agency or who has been certified by the DEP under a Lead-based Paint abatement training program which has been found by such federal agency to be at least as rigorous as the federal certification program; and (B) workers or designers who have fully met training requirements established by the appropriate federal agency.
Co-Head of Household	Any household member who is not an Applicant but who is a co-head of household in a Living Unit for which an application has been submitted.
Construction Contract	A contract among Housing Community Development, owner of a single-family home or multi-family building, and contractor that governs the scope of work being paid with Lead Program funds.
EPD	Environmental Protection Division
Deteriorated Paint	Any interior or exterior lead-based paint that is peeling, chipping, chalking, or cracking or any lead-based paint located on an interior or exterior surface or fixture that is damaged or deteriorated.
Eligible Residence	Single-Family: A single-family home is a detached, stand-alone structure with its own lot, used as a single living unit. The living unit must have running water, heat, electrical service, cooking, sleeping, and separate bathroom facilities. Multi-Family: Rented single-family homes and living units. in multi-family buildings. A multi-family building is any building containing two or more Living Units. Note: The Federal Lead program requires single-family homes and multi-family Living Units have at least one bedroom. The Federal Lead Program allows for zero-bedroom apartments occupied by a child under 6 years of age or a pregnant woman.

Essential Maintenance Plan	A prescribed program of routine maintenance activities, including worker training and work practice requirements, designed to prevent the creation or development of lead hazards.
Grant	Federal Lead Program and/or State Lead Program funds made available in the form of a grant to the owner of eligible single-family owner occupied home or eligible rental unit(s), whether single-family home or apartment unit in a multifamily building.
Grant Recipient	An owner who resides in a single-family home and/or owner of a multi-family dwelling that has been approved for a Lead Program Grant.

Gross Household Income	The total household annual income before taxes and deductions as computed in accordance with the requirements contained in the Lead Guide.
Healthy Homes Assessment	A comprehensive risk-based housing inspection that incorporates areas of the housing environment.
Healthy Homes Intervention	An elimination of a hazard identified during a Healthy Homes Assessment.
Healthy Homes Rating System	An assessment system combining the likelihood of an occurrence and the probable severity of the outcome of that occurrence.
HUD	United States Department of Housing and Urban Development.
Interim Controls	A set of measures designed to temporarily reduce human exposure or likely exposure to Lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs.
Lead Contaminated Dust	Surface dust in Living Units that contains an area or mass concentration of lead more than levels determined by the appropriate State and/or federal agency that pose a threat of adverse health effects in pregnant women or young children.
Lead Contaminated Soil	Bare soil on residential real property that contains lead at or in excess of the levels determined to be hazardous by the appropriate State and/or federal agency.
Lead Design Plan	The lead hazard reduction design plan prepared for each property to be assisted with Lead Program Funds in accordance with the Lead Program rules and regulations.
Lead Inspection	A surface-by-surface investigation to determine the presence of lead-based paint as provided in section 4822(c) of the Lead-Based Paint Poisoning Prevention Act, 42 USC §4821 et seq., as may be amended.

Lead Inspector	An EPA certified and licensed individual who conducts lead inspections, lead determinations, clearance examinations, and lead safe evaluations.
Lead-based Paint	Paint or other surface coatings that contain lead equal to or exceeding 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight, as provided in 24 CFR Part 35 §35.110 (definition of "Lead based Paint").

Lead-based Paint Hazard	Any condition that causes exposure to lead from Lead Contaminated Dust, Lead Contaminated Soil, Deteriorated Paint, Accessible Surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate federal agency.
Lead Program	HUD's Lead Hazard Reduction Grant Program (including Healthy Homes Intervention Program) Lead Paint Hazard Abatement Program.
Living Unit	A comprehensive residential dwelling containing cooking, sleeping, and separate bathroom facilities, including a single-family home or an apartment unit. Note: The Federal Lead program requires at least one bedroom in the Living Unit with an exception for zero-bedroom apartments occupied by a child under 6 years of age or a pregnant woman.
Occupant Protection Plan	The occupant protection plan required under Section 6.B(3) of the EPA Lead Management Regulations, which plan shall also include any temporary relocation assistance to be provided to an Applicant.
Owner	The individual or entity whose name is on the property deed as owner of the single-family and/or multi-family dwelling benefiting from receipt of Lead Program Grant(s).
Qualified Contractors	Certified abatement contractors licensed by the EPD and/or licensed Healthy Homes contractors and approved by Housing Community Development to participate in the Lead Program.
Renovation, Repair & Painting (RRP) Contractor	A contractor or individual who has successfully completed an accredited EPA lead course.
Risk Assessment	On-site investigation to determine and report the existence, nature, severity, and location of lead-based paint hazards in the Living Unit, in common areas and on the exterior through dust wipe samples, water testing and soil testing.
State	State of Georgia.
EBL	Elevated blood level.

Department
The term "Department" shall mean the Housing and Community Development Department of the City.

Grantee
The term "City" shall mean Augusta, Georgia.

HUD
The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project of projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low and Moderate Income Household
The term "Low and Moderate Income Household" shall mean a household having an income equal to or less that the Section 8 low income limit established by HUD.

Low and Moderate Income Person
The term "Low and Moderate Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low income limit established by HUD (80% of Area Median Income). Unrelated individuals will be considered as one-person families for this purpose.

Household
Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

PROJECT TYPE: LEAD HAZARD REDUCTION

ARTICLE I: PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties' essential elements of the mutual considerations upon which this Agreement is based.

A. Title X of the Lead-Based Paint Hazard Reduction Act of 1992, P. L. 93-383 (hereinafter the "Act") consolidated two existing programs for lead hazard reduction Grants (hereinafter "LHRG") for the purpose of allowing local discretion for the determination of needs and priorities of

community development. The citizens of Augusta through citizen participation workshops, the Mayor and Commission determined the needs and priorities of community development in the City.

B. Pursuant to HUD regulations at 24 CFR Part 35 (a), certain projects were included in the City's annual submission to HUD, referred to as the Annual Plan. The city determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

1. Activities benefiting low- and moderate-income persons.
2. Activities which aid in the prevention or elimination of slum and/or blight; and/or,
3. Activities designed to meet community development needs having environmental lead hazards

The City has determined that the Project is a LHRG eligible activity as it addresses one or more of these objectives.

C. Under the Rules and Regulations of HUD, the City is administrator for the Program, and is mandated to comply with various states, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside in the City of Augusta.

D. The Grantee is desirous of disbursing the funds to the Contractor for use in the Project. However, as administrator for the Program, the Grantee desires to obtain the assurance from the Contractor and the Homeowner that it will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the City relating to the Project and the Program, as a condition precedent to the release of such funds to the Contractor.

ARTICLE II: CONTRACT DOCUMENTS

The Contract Documents shall consist of the Construction Contract, Contract General Conditions, Attached Sketches and Noted Photos, Work Write Up, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after the execution of this Agreement; these form the Contract and are as fully a part of the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations and agreements, both written and oral.

In the event of a conflict among the Contract Documents, the Documents shall be interpreted according to the following priorities:

First Priority: **HUD/EPD GUIDELINES**

Second priority: **Lead Division Contract**

Third Priority: **Lead Inspection Risk Assessment (LIRA)**

Fourth Priority: **Addenda to Specifications or Scope**

Fifth Priority: **Work Write-Up dated _____**

Sixth Priority: **Drawings (Plans) dated _____**

ARTICLE III: CONTRACT PRICE AND PROGRESS PAYMENTS

In consideration of the terms and obligations of this Contract, the Grantee agrees to make available to the CONTRACTOR through submittal draw request, based of percentage of work completed

The Contractor agrees that the total contract price shall be paid in one or more progress payments based upon the value of the work satisfactorily completed at the time the progress payment is made. Such progress payments shall be disbursed on a monthly basis, after inspection and approval of the work by the Owner and the Housing Community Development Department, or its duly authorized representative, less a retainage of 10% of the price of the work completed. Prior to receiving any progress payment, the Contractor shall furnish the Owner with Application and Certificate for Payment Owed To Date, for the materials and labor procured under this Contract. Upon completion of the whole Contract and acceptance of the work by the Owner and the Housing Community Development Department, and compliance by the Contractor with all Contract terms, the amount due the Contractor shall be paid including any retainage. The Owner and the Housing Community Development Department shall approve a final disbursement of all amounts withheld from prior disbursements upon the completion of the construction of the Project as evidenced by the final approval by all code agencies and a field inspection by the Housing Community Development Department. The Housing Community Development Department and the Owner may withhold from such disbursement up to two hundred percent (200%) of any amounts required to complete the scheduled value of "punch list" items so-called, and seasonal work such as landscaping.

ARTICLE IV: CONTRACTOR AFFIDAVIT

Prior to each payment by the GRANTEE, the CONTRACTOR shall affirm in writing that there are no liens or claims filed against the CONTRACTOR or Owner related to materials, labor or services supplied on this or any other project in which the CONTRACTOR was or is currently involved. No payment shall be made to the Contractor if a lien has been filed with respect to the work, which is the subject of this Contract.

Final payment shall be made within fourteen (14) days after the request for payment by the CONTRACTOR, provided that the Work of the Contract be then satisfactorily performed, subject to the provisions of the Contract Documents, and further subject to receipt by the OWNER of the same Affirmation relative to existing liens or claims against the CONTRACTOR as set forth above. Upon such final payment, the CONTRACTOR shall provide to the OWNER a Final Release of Lien stating that the CONTRACTOR has no further claims or liens against the Owner for materials or labor supplied under this Agreement.

ARTICLE V: TIME OF PERFORMANCE

The services of the Contractor are to commence on **February 16, 2026** and shall be completed within 10 days of the Notice to Proceed. As time is of the essence, the Contractor will, if these services are not completed within this time period, be assessed the amount of **Fifty Dollars ($50.00)** for each day the work is not substantially completed after **10 days** unless an extension is granted by the Grantee. Liquidated damages shall be deducted from the total amount of payment due the Contractor under this Contract

ARTICLE VI: PROJECT SCOPE OF SERVICES – CONTRACTOR/SUB-CONTRACTORS

The Contractor shall manage and supervise all work and provide all the materials, tools, machinery, supervision, etc., necessary for the scope of work to be conducted on the property located at **1534 MAPLE ST. AUGUSTA, GA 30901**, all in accordance with the scope of work which is attached hereto and expressly incorporated herein by reference and made a part hereof.

The Contractor shall perform the entire scope of work for structure as described in the contract documents. The Contractor may periodically contract work to Sub-Contractor's that will need to be listed in this contract for code-compliant issues such as, HVAC, Plumbing, Roofing and Electrical.

ARTICLE VII: CHANGE ORDERS

The Contractor, Homeowner, and the Grantee agree that any changes to the scope of work, budget or time schedule shall be in writing and approved by all parties by signatures and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. All changes and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following HCD representatives:

Housing Community Development Department
Attention: Darrell Grant
Lead Hazard Reduction Manager
510 Fenwick Street
Augusta, GA 30901

ARTICLE VIII: FINES

The Contractor is specially trained in lead-safe work practices and lead hazard reduction and therefore agrees to hold the owner and the agency harmless in the event of any fines from federal or local agencies concerning the lead hazard reduction work. The Contractor agrees to immediately satisfy any and all fines or judgments presented by OSHA, EPA, the local or state health department, the applicable state lead-based paint activities certification and training program, and any other governmental agency having jurisdiction over lead hazard reduction work.

ARTICLE IX: TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

This agreement may be terminated by the Owner upon at least seven days written notice to the Contractor in the event the project is permanently abandoned.

In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all services performed to the termination date.

ARTICLE X: ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this agreement, shall include, by consolidation, joinder or in any manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the Owner, the Owner's Representative, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the Housing Community Development Department Director. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, in no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE XI: OTHER REQUIREMENTS

A. Fair Housing

HCD agrees that it will conduct and administer Lead Hazard 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.

Non-Discrimination and Accessibility

HCD 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 Partner
3. Repayment of LEAD Funds: If property does not comply with 24 CFR .35 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: HCD agrees that in instances in which there is construction work over $2,000 financed in whole or in part with Lead Hazard funds under this Contract, HCD 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 lead remediation of residential property only if such property contains eight or more units. (24 CFR

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

Augusta/HCD agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will comply 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), Augusta/HCD agrees that Lead Hazard 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

Augusta/HCD agrees to take all reasonable steps to minimize displacement of persons as a result of Lead Hazard assisted activities. Any such activities assisted with Lead Hazard 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

HCD 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. HCD will in all solicitations or advertisements for employees placed by or on behalf of HCD; 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

HCD 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 LEAD Regulations and Section 570.608 of the CDBG Regulations, HCD 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

HCD 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, HCD 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 HCD 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 Housing 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. Compliance with Laws and Permits

HCD 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. HCD agrees to obtain all necessary permits for intended improvements or activities.

O. Assignment of Contract

HCD shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

P. Equal Employment Opportunity

HCD 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

HCD will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. HCD 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 HCD 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. HCD 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. HCD agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with LEAD-supported activities.

S. Affirmative Marketing Plan

HCD and the managing agent shall adopt the affirmative marketing procedures and requirements as specified in the LEAD Final Rule.

T. Religious Influence

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. HCD will not discriminate against any person applying for shelter on the basis of religion. HCD 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 HCD 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, HCD shall obtain prior written approval from for 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 LEAD HAZARDS*] and assisted with LEAD Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 35 [the LEAD Program Regulations]. The Property Standards at 24 CFR 35 require that the units receiving LEAD 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 must meet applicable property standards upon project completion

ARTICLE XII: GENERAL CONDITIONS

1.01 Definitions.

A. **"Architect"** means the person or other entity engaged by HCD to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When HCD uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of HCD.

B. **"Contract"** means the contract entered into between the Owner and the Contractor. The Contract Documents include the Notice to Proceed; the Contractor's Bid Sheet; the Construction Contract and its General and Supplemental Conditions; the Work Write-Up; drawings; and the Specifications. It includes all formal changes to any of those documents by addendum, change order, or other modification. These documents intend to include all labor, materials, appliances, equipment, permits, drawings, and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefore. The Contract Documents shall be coordinated so that any work shown on the Work Write-Up and not described in the specifications, and vice-versa, shall be executed in the same manner as though mentioned in the specifications.

C. **"Contractor"** means the person or other entity entering into the contract with the Owner to perform all of the work required under the contract, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term, "Contractor," means the Contractor or his authorized representative.

D. **"Drawings"** means the drawings enumerated in the schedule of drawings contained in the Specifications or attached to the Work Write-Up and as described in the contract clause entitled **"Specifications and Drawings for Construction"** herein.

E. **"Drawing Symbols"** Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated.

F. **"HCD"** means the Housing Community Development Department (HCD). HCD provides financial assistance to an eligible Owner, which includes assistance in financing the work to be performed under the contract. As defined elsewhere in the General Conditions or the contract documents, the determination of HCD is required to authorize changes in the work or for release of funds for payment to the Contractor. Notwithstanding HCD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HCD or the Owner and HCD.

G. **"Owner"** is the person or organization identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term owner means the Owner or his authorized representative.

H. **"Project"** means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

I. **"Publication Dates"** Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.

J. **"Rehabilitation Inspector"** means the person or persons delegated the authority by HCD to execute, administer, and/or terminate this contract. The term includes any successor Rehabilitation Inspector. The Lead Inspector shall be deemed the authorized agent of HCD in all dealings with the Contractor.

K. **"Specifications"** means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

L. **"Subcontractor"** A person or organization who has a direct contract with the Contractor to perform any of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

M. **"Testing Laboratory"** An independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere; and to report and, if required, interpret results of those inspections or tests.

N. **"Work"** means materials, workmanship, and manufacture and fabrication of components. All such work called for shall be done in accordance with the HCD Contractor's Handbook and specifications.

O. **"Work Write-Up"** means the listing generated by HCD detailing the work to be done by the Contractor in each area of the project.

1.02 Scope of the Work.

A. The Contractor shall furnish all necessary labor, materials, tools, equipment, permits, transportation, drawings, and services necessary for the proper completion of the rehabilitation of the property identified in the Contract. The Contractor shall furnish all necessary water, heat, light, and power not made available to the Contractor by the Owner pursuant to the clause entitled **"Provisions for Owner"**.

B. The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performance of the work, the Contractor requests a reduction and the Lead Inspector determines that the reduction would be to the advantage of HCD and the Owner.

C. At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Lead Inspector and has authority to act for the Contractor.

Hold Harmless. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save HCD and the Owner, their officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed work which may have been accepted under the contract.

1.03 Subcontractors.

A. The Contractor shall not enter into any subcontract with any subcontractor who has been denied participation in any HCD or HUD program or who has been suspended or barred from participating in contracting programs by Augusta-Richmond County, HCD, HUD, or any other agency of the US Government or of the State of Georgia.

B. The Contractor shall be fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

C. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

D. Nothing contained in this contract shall create any contractual relationship between any subcontractor and HCD or between the subcontractor and the Owner.

1.04 Insurance. Before commencing any work, the Contractor shall furnish HCD with certificates showing the following insurance is in force and will insure all operations under the Contract:

A. Liability Insurance: The Contractor shall purchase and maintain in force and require all subcontractors to provide such liability insurance as will protect and save harmless himself and his subcontractors, HCD, and the Owner from all claims and demands of every kind and description for damages and for personal injuries, including death, which directly or indirectly may occur to any property, or sustained by any person or persons as a result of the prosecution of the work, whether such operations be conducted by himself or by any subcontractors or anyone directly or indirectly employed by either of them. The amount of Liability Insurance to be maintained and kept in force shall, under no circumstances, be less than the following amounts:

1. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $300,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (2) below. The General Liability Insurance shall include coverage with respect to Property Damage Liability arising out of the so-called "XCU" hazards (explosion, collapse, and underground damage).
2. Comprehensive Automobile Liability Insurance for all owned, non-owned, and hired vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than less than $300,000.00 per occurrence.
3. Workers' Compensation Insurance shall be maintained for all employees if more than three workers are employed by the Contractor. This work rule also applies to any subcontractors that may be used who are not protected by Worker's Compensation and Employees' Liability Insurance within their own company. Sole owners are not considered employees. In case any class of employees engaged in hazardous work at the site of an HCD project is not protected under Worker's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, similar insurance for the protection of his employees not otherwise protected. Minimum limits shall be $100,000.00.
4. Builder's Risk Insurance. Before commencing work, the Contractor shall furnish HCD with a certificate of insurance, evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the Owner as their interest may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the Owner shall carry insurance on such equipment from the time the Contractor takes possession thereof until HCD and the Owner accept the Contract work. The Builder's Risk Insurance need not be carried on excavations, piers, footing, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by HCD. The Contractor may terminate this insurance on buildings as of the date of final acceptance by HCD and the Owner. The Contractor is not required to carry Builder's Risk Insurance for housing rehabilitation work, which does not involve structural alterations or additions, and where the Owner's existing fire and extended coverage policy can be endorsed to include such work.
5. In addition to the above coverages, companies licensed to perform lead-based paint abatement activities must carry specialized General Liability insurance with an aggregate limit for bodily injury and property damage of not less than $2,000,000.00 and not less than $1,000,000.00 per occurrence.

B. Proof of Insurance: All insurance will be carried with companies that are financially responsible and admitted to do business in the State of Georgia. The Contractor shall provide updated copies of his certificates of insurance to HCD twice yearly, in January and in July. Additional copies will be provided when requested. The Contractor shall not commence work on any project until he has obtained all insurance required above and has submitted satisfactory evidence to HCD that all insurance will remain in force throughout the end of the project. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or not renewed by the insurance company until at least 30 days prior written notice has been given to HCD.

1.05 Pre-construction Conference and Notice to Proceed.

A. Prior to the commencement of work, the Contractor and all of his Sub-contractors shall attend a pre-construction conference with the HCD Lead Inspector and other interested parties, convened by HCD. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. HCD will provide the Contractor with the date, time, and place of the conference. Any Sub-contractor not on the HCD Approved List of Contractors must submit copies of their business license and insurance coverage to the Lead Inspectorat this time. No Sub-contractor may work on an HCD project without these documents on file with the Department.

B. The Contractor shall begin work upon receipt of a written Notice to Proceed from HCD. The Contractor shall not begin work prior to receiving such notice. The Contractor shall commence work on the project within ten (10) working days from the start date indicated on the "Notice to Proceed," and shall be fully completed within the time limits specified in the contract.

1.06 Fitting and Coordination of the Work. The contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this contract. He shall provide to each of his subcontractors the locations and measurements that they may require for the fitting of their work to all surrounding work. The Contractor shall lay out the work from base lines and benchmarks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

1.07 Contractor's Affidavit and Lien Waivers. Contractor shall protect, defend, and indemnify HCD and the Owner from any claims for unpaid work, labor, or materials. Final payment shall not be due until the contractor has delivered to HCD complete release of all liens arising out of this contract, receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to HCD indemnifying the Owner against any lien.

1.08 General Warranty.

A. Warranty Title: The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

B. Warranty of Construction:

1. In addition to any other warranties in this contract, the Contractor warrants, except as provided in this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date that the Owner takes possession.

2. The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to the Owner's owned or controlled real or personal property when the damage is the result of:

(a) The Contractor's failure to conform to contract requirements; or

(b) Any defects of equipment, material, workmanship, or design furnished by the Contractor.

3. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

4. The Owner shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

5. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, HCD shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

6. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(a) Obtain all warranties that would be given in normal commercial practice;

(b) Require all warranties to be in writing, for the benefit of the Owner; and,

(c) Enforce all warranties for the benefit of the Owner.

7. In the event the Contractor's warranty under this clause has expired, the Owner may bring suit at its own expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

8. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the Owner nor for the repair of any damage that results from any defect in Owner furnished material or design.

9. Notwithstanding any provisions herein to the contrary, the establishment of the time periods in this clause relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

10. This warranty shall not limit the Owner's rights under the **"Inspection and Acceptance of Construction"** clause of this contract with respect to latent defects, gross mistakes or fraud.

1.09 Subcontracts and Assignments. No subcontract for assignment of this contract shall be made without the written consent of the Owner and HCD.

1.10 Permits, Licenses, and Codes.

A. The contractor will secure, at his own expense, all necessary permits and licenses required to do the work, and will comply with all building and code regulations and ordinances, whether or not covered by the specifications and drawings for the work.

B. A copy of the company's Richmond County General Contractors License and bond will be provided each January to HCD.

C. The contractor shall not be held responsible for pre-existing violations of any law including but not restricted to zoning or building codes or regulations, except compliance for any new or replaced work included in this contract will be required.

D. Before beginning the work, the contractor shall examine the Work Write-Up for compliance with all applicable ordinances and codes for the new or replaced work and shall immediately report any discrepancy to HCD. Where the requirements of the Work Write-Up fail to comply with such applicable ordinances or codes for the new or replaced work, HCD will adjust the contract by amendment to conform to such ordinances or codes and make appropriate adjustments to the contract price, unless waivers in writing covering the difference have been granted by proper authority.

1.11 Changes in the Work. Except for the purpose of affording protection against any emergency endangering life or property, no modifications of the contract on any project shall be made except by written instrument, signed by the Contractor, accepted by the Owner, and approved by HCD. If any undetected, pre-existing faults are discovered during the project, the Contractor is responsible for notifying HCD immediately upon discovery of the fault. A Lead Inspector will examine the fault and will determine if additional work outside the scope of the contract is required. If additional work is required, the Inspector will prepare a cost estimate for said repairs using industry recognized cost estimating references. The estimate will include all material and

labor costs, plus Fifteen Percent (15%) overhead and profit. No profit will be allowed to the Contractor for work performed by a subcontractor. This cost will be added to the total price of the original contract. Further, any additional time for performance of the Work required by the change order will be added to the time of completion specified in the Contract.

1.12 Work Performance:

A. Labor Quality. All labor furnished by contractors or subcontractors must be performed by trained, skilled, and competent craftsmen, who will be licensed when required. HCD reserves the right to have personnel who are not performing their services in an acceptable manner removed from the job site. All work performed will be subject to inspections and approval by HCD prior to disbursement of any funds.

B. Materials Quality. The Contractor must furnish all materials, cartage, equipment, etc., at his expense, which may be necessary to the satisfactory execution of the Contract. The materials used and installed must be new and of the best quality as specified in the Work Write-Up and the HCD Contractor's Handbook. These Performance Standards are not intended to exclude any products or materials of equal or greater merit than those specified herein. Trade names used herein are for the purpose of establishing the quality desired. Before substitutions for materials specified are made, the written consent of HCD must be obtained. All materials furnished and/or installed are subject to inspection and approval by HCD prior to disbursement of any funds.

C. Repair of Existing Work. Where repair of existing work is called for by the contract, the feature is to be placed in equal to new condition, either by patching or replacement. All damaged or loose or rotted parts shall be removed and replaced. The finished work shall match adjacent work in design and dimension.

D. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.

1. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, that are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
2. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Rehabilitation Inspector.
3. The Contractor shall protect from damage all existing improvements and utilities (a) at or near the work site, and (b) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.
4. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
5. The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

6. Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.
7. New work, which connects to existing work, shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
8. No structural members shall be altered or in any way weakened without the written authorization of the Rehabilitation Inspector, unless such work is clearly specified in the plans or specifications.
9. If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
10. The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
11. The Contractor shall indemnify and save harmless HCD and the Owner from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which HCD or the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

12. The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, HCD may have the necessary work performed and charge the cost to the Contractor.

E. Health, Safety, and Accident Prevention.

1. In performing this contract, the Contractor shall:

(a) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

(b) Protect the lives, health, and safety of other persons;

(c) Prevent damage to property, materials, supplies, and equipment; and,

(d) Avoid work interruptions.

2. Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

3. The Lead Inspector shall notify the Contractor of any non-compliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Lead Inspector may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

4. The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as HCD, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

1.13 Condition of Premises.

A. Cleanliness. The contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Each party shall schedule and perform his work in full cooperation and consideration for the work to be done by others. Upon completion of work, remove all stains, labels, tags, debris, and protective coverings, etc., caused by contracted work, and leave the premises in broom clean condition.

B. Surplus Materials. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the contractor and its subcontractors and shall be removed from the job site promptly after completion.

C. Contractor's use of premises. Confine operations at site to areas permitted by:

1. Law;
2. Ordinances;
3. Permits;
4. Contract Documents.

D. Do not unreasonably encumber site with materials or equipment.

E. Assume full responsibility for protection and safekeeping of products stored on premises and personal property of the Owner.

F. Move any stored products that interfere with operations of Owner or other Contractor.

1.14 Provisions for Owner.

A. Owner Occupancy. The owner may continue to occupy the premises during the interim lead control, but will cooperate with the Contractor in a reasonable manner with a view to interfering with his work and operations to the least practicable extent, including abandonment of limited areas as may be essential to conduct the work.

B. Utilities. The Owner will permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to carry out and complete the work.

C. Property Conditions. The Owner will cooperate with the Contractor to facilitate the performance of the work, including the following:

1. All objects hanging on walls will be taken down and stored.
2. All closets and cabinets will be emptied and their contents stored.
3. All loose items on floors (toys, shoes, clothing, etc.) will be picked up and stored.
4. All valuables (jewelry, electronic items, money, etc.) will be secured and stored out of sight.
5. All loose items and debris around the structure will be cleared a distance of ten feet from the outside wall.
6. Excess furniture, beyond that which is normally associated with the type of room in which it is located, will be removed from the premises.
7. Any other items determined by the Lead Inspector to be cleared or removed.

D. Property insurance. The Owner shall purchase and maintain property insurance upon the site to its full insurable value. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the project and shall insure against the perils of Fire, Extended Coverage, Vandalism, and Malicious Mischief.

1.15 Provisions for Housing Community Development (HCD).

A. Right to stop the work.

1. If the Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents and these specifications, HCD may

order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

2. If the Owner fails to perform any necessary action, as directed by the Rehabilitation Inspector, to facilitate performance of the work, or persistently hinders or impedes the Contractor in performance of the work, HCD may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

B. Right to terminate the Contractor. If the Contractor defaults, neglects to carry out the work in accordance with the Contract Documents or fails to perform any other provision of the Contract, HCD may terminate the Contract and, without prejudice to any other remedy the Contractor may have, make good any deficiencies in the project. In such case, an appropriate Change Order shall be issued, deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. HCD will determine the amount charged to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to HCD.

C. Right to terminate the project. If the Owner fails to perform any necessary action to facilitate performance of the work, persistently hinders or impedes the Contractor in performance of the work, or refuses to sign payment requests for completed work deemed satisfactory by the Rehabilitation Inspector, HCD may, if the problem cannot be eliminated, order the Contractor to stop the work and the project terminated, without prejudice to any other remedy the Owner may have. In such case, the Contractor will be directed to remove all materials and debris from the site, and payment will be made to him for all work completed to that point. The Owner shall pay the complete amount expended on the project to HCD, in accordance with the payment procedures appropriate to the Owner's financial eligibility.

D. Notice of work stoppage or termination. Notification of any work stoppage or termination must be delivered to the Contractor or the Owner, as appropriate, by either certified mail or hand delivered by a representative of HCD.

1.16 Architect's Duties, Responsibilities, and Authority.

A. The Architect for this contract, and any successor, shall be designated in writing by HCD.

B. The Architect shall serve as HCD's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect, when requested by HCD, may provide directions on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which:

1. Institutes additional work outside the scope of the contract;
2. Constitutes a change as defined in the **"Changes in the Work"** clause herein;
3. Causes an increase or decrease in the cost of the contract;
4. Alters the Construction Progress Schedule; or
5. Changes any of the other express terms or conditions of the contract.

C. The Architect's duties and responsibilities may include, but shall not be limited to:

1. Making periodic visits to the work site, and on the basis of on-site inspections, issuing written reports to the HCD, which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
2. Making modifications in drawings and technical specifications and assisting the Lead Inspector in the preparation of change orders and other contract modifications for issuance by the Rehabilitation Inspector;
3. Reviewing and making recommendations with respect to:
   (a) the Contractor's construction progress schedules;
   (b) the Contractor's shop and detailed drawings;
   (c) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and,
4. **Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.**

1.17 Completion Delays, Remedies, and Penalties.

A. If the Lead Inspector determines, upon the basis of actual inspection and progress checks, that the Contractor is not making sufficient progress to complete the project by the specified completion date, the Contractor shall take steps necessary to improve its progress, including those that may be required by HCD, without additional cost to either HCD or the Owner. In this circumstance, HCD may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval by HCD any other measures deemed necessary to demonstrate how the approved rate of progress will be regained.

B. 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 Housing Community Development Department (HCD)"** clause of this contract.

2. Assess liquidated damages of Fifty Dollars ($50.00) per working day from the day following scheduled 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.

C. 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 of war, National Defense, or any other National, State, or City/County emergency;
2. To any acts of the Owner that will hinder the progress of the work;
3. To causes not reasonably 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; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; floods; 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 of the causes specified in subparagraphs 1, 2, and 3 above. Provided, however, that the contractor promptly (within 10 days) notifies HCD and the owner in writing of the cause of the delay. If the facts show 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.

D. Failure of the Contractor to comply with the requirements of the lead hazard scope of work shall be grounds for a determination by the Lead Inspector that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Lead Inspector may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the **"Provisions for Housing Community Development Department (HCD)"** clause of this contract.

1.18 Work Write-Up, Specifications, and Drawings for Construction.

A. The Contractor shall keep on the work site a copy of the Work Write-Up, drawings, certifications of workers and documented on job training for lead abatement worker and specifications and shall at all times give the lead Inspector access thereto. Anything mentioned in the Work Write-Up but not in the specifications or not shown on the drawings, mentioned in the specifications but not on the Work Write-Up or not shown on the drawings, or shown on the drawings and not mentioned in the Work Write-Up or specifications, shall be of like effect as if shown or mentioned in all. In case of difference between the Work Write-Up, drawings, and specifications, the Work Write-Up shall govern. In case of discrepancy in the Work Write-Up, in the drawings, or in the specifications, the matter shall be promptly submitted to the Rehabilitation Inspector, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Lead Inspector shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

B. Wherever in the specifications or upon the drawings the words “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import are used, it shall be understood that the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Lead Inspectoris intended. Similarly the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or “acceptable to”, or “satisfactory to” the Rehabilitation Inspector, unless otherwise expressly stated.

C. Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean, “provide complete in place”, that is “furnished and installed”.

D. Layouts and Floor Plans provided by HCD are diagrammatic only and are intended to illustrate the general intentions of the lead Inspector. They do not show all the work required, exact dimensions, or construction details.

1.19 Site Investigation and Conditions Affecting the Work.

A. The Contractor acknowledges that he has taken steps reasonably necessary to ascertain the nature and location of the work, and that he has investigated and satisfied himself as to the general and local conditions which can affect the work or his cost, including but not limited to:

1. conditions bearing upon transportation, disposal, handling, and storage of materials;

2. the availability of labor, water, electric power, and roads;

3. uncertainties of weather, river stages, tides, or similar physical conditions at the site;

4. the conformation and conditions of the ground; and

5. The character of equipment and facilities needed preliminary to and during work performance.

B. The Contractor also acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and sub-surface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by HCD, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to HCD.

C. HCD assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by HCD. Nor does HCD assume responsibility for any understanding reached or representation made concerning conditions that can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

1.20 Differing Site Conditions.

A. The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Lead Inspector of:

1. Sub-surface or latent physical conditions at the site that differ from solicited walk-through materially from those indicated in this contract, or

2. Unknown physical conditions at the site(s), of an unusual nature, which differ from walk-through materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

B. The Lead Inspectors shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Lead Inspector has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to HCD within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

C. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Rehabilitation Inspector.

D. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

1.21 Verification of Measurements. The Contractor is responsible for verifying all measurements, figures, and dimensions in the Work Write-Up, specifications, or on the drawings. No extra compensation will be allowed because of differences between actual measurements and dimensions shown in the Work Write-Up, specifications, or on the drawings. Refer such differences to for consideration before bidding work. Contractor must field verify projects.

1.22 Shop Drawings:

A. "Shop drawings" means drawings, submitted to HCD by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements; and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. HCD may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

B. If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Lead Inspector without evidence of the Contractor's approval may be returned for re-submission. The Lead Inspector will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate HCD's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Lead Inspector shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with C below.

C. If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect agrees with any such variation and the Lead Inspector approves, the Lead Inspector shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

D. It shall be the responsibility of the Contractor to make timely requests of HCD for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

E. The Contractor shall submit to the Lead Inspector for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings will be retained by HCD and one set will be returned to the Contractor. As required by the Rehabilitation Inspector, the Contractor, upon completing work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

F. This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Rehabilitation Inspector.

1.23 Material Use and Testing.

A. All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.

References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Rehabilitation Inspector, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

B. Approval of equipment and materials.

1. The Contractor shall obtain the Lead Inspector approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Lead Inspector the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Inspector, the Contractor shall also obtain the Lead Inspector approval of the material or articles that the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

2. When required by the specifications or the Rehabilitation Inspector, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges pre-paid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

3. Certificates shall be submitted in triplicate, describing each sample submitted for approval, and certifying that the material, equipment, or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

4. Approval of a sample shall not constitute a waiver of the HCD right to demand full compliance with contract requirements. Materials, equipment, and accessories may be rejected for cause even though samples have been approved.

5. Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods but shall not govern the number of tests required to be made nor modify other contract requirements. The Lead Inspector may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Lead Inspector determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of re-testing materials that fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

6. After approval, samples will be kept by the Contractor until the completion of all work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

C. Prohibition against use of lead-based paint. The Contractor shall comply with the prohibition against the use of lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by 24 CFR Part 35.

1.24 As-Built Drawings

A. "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record Drawings."

B. As required by the Rehabilitation Inspector, the Contractor shall provide the Lead Inspector accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the originally indicated installations and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

C. This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Rehabilitation Inspector.

1.25 Temporary Buildings and Transportation of Materials.

A. Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Lead Inspector and shall be built with labor and materials furnished by the Contractor without expense to HCD. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

B. The Contractor shall, as directed by the Lead Inspector, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Rehabilitation Inspector. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

1.26 Inspection and Acceptance of Construction.

A. Definitions. As used in this clause:

1. **"Acceptance"** means the act of an authorized representative of HCD by which HCD approves and the Owner assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
2. **"Inspection"** means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

3. **"Testing"** means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

B. The Contractor shall maintain an adequate quality control system and will ensure that the work performed under the contract conforms to contract requirements. All work is subject to HCD inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

C. HCD inspections and tests are for the benefit of HCD and the Owner and do not:

1. relieve the Contractor of responsibility for providing adequate quality control measures;
2. relieve the Contractor of responsibility for loss or damage of the material before acceptance;
3. constitute or imply acceptance; or,
4. Affect the continuing rights of the Owner after acceptance of the completed work under the **"Warranty"** clauses below.

D. The presence or absence of the Lead Inspector does not relieve the Contractor from any contract requirement, nor is the Contractor authorized to change any term or condition of the specifications without the Lead Inspector written authorization. The Lead Inspector shall give all instructions and approvals with respect to the work to the Contractor.

E. The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Rehabilitation Inspector. HCD may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. HCD shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

F. HCD may conduct routine inspections of the construction site on a daily basis.

G. The Contractor shall, without charge, replace or correct work found by the Lead Inspector not to conform to contract requirements, unless HCD decides that it is in the interest of HCD and the Owner to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

H. If the Contractor does not promptly replace or correct rejected work, HCD may:

1. by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or
2. Terminate for default the Contractor's right to proceed.

I. If any work requiring inspection is covered up without approval of HCD, it must, if requested by the Rehabilitation Inspector, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, HCD considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Lead Inspector shall make an equitable

adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

J. The Contractor shall notify the Lead Inspectors to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Lead Inspector determines that the state of preparedness is as represented, he will promptly complete the inspection. Unless otherwise specified in the contract, HCD shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Lead Inspector determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Owner's right under any warranty or guarantee.

1.27 Use and Possession Prior to Completion.

A. The Owner shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Lead Inspector shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Owner intends to take possession of or use. However, failure of the Lead Inspector to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Owner's possession or use shall not be deemed an acceptance of any work under the contract.

B. While the Owner has such possession or use, the Contractor shall be relieved of the responsibility for:

1. the loss of or damage to the work resulting from the Owner's possession or use, notwithstanding the terms of the Warranty clauses herein;

2. all maintenance costs on the areas occupied; and,

3. Furnishing heat, light, power, and water used in the areas occupied without proper remuneration, therefore.

C. If prior possession or use by the Owner delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

1.28 Contract Period. The Contractor shall complete all work required under this contract within the time schedule established in the notice to proceed issued by HCD.

1.29 Order of Precedence. In the event of a conflict between the Work Write-Up, these General Conditions, and the Specifications, the Work Write-Up shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

1.30 Payments.

A. HCD, on behalf of the Owner, shall pay the Contractor the price as provided in this contract.

B. HCD shall make progress and final payments to the Contractor according to the HCD Payment and Inspection policy detailed in the HCD Contractor's Handbook. All payments are contingent upon successful completion of appropriate inspections.

1.31 Suspension of Work.

A. The Lead Inspector may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Lead Inspector determines appropriate for the convenience of HCD.

B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted:

1. by an act of the Lead Inspector in the administration of this contract, or

2. by the Lead Inspector failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

C. A claim under this clause shall not be allowed:

1. For any costs incurred more than 20 days before the Contractor shall have notified the Lead Inspector in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and,

2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

1.32 Disputes.

A. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

B. All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

C. All claims by the Contractor shall be made in writing and submitted to the Lead Inspector or a written decision. A claim by the Owner against the Contractor shall be subject to a written decision by the Rehabilitation Inspector.

D. The Lead Inspector shall, within 60 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

E. The Lead Inspector decision shall be final unless the Contractor:

1. appeals in writing to the Housing Programs Administrator in accordance with HCD's policy and procedures;

2. refers the appeal to the HCD Director for independent mediation or arbitration in accordance with HCD's policy and procedures; or

3. Files suit in a court of competent jurisdiction.

F. Such appeal must be made within 14 days after receipt of the Lead Inspector decision.

G. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Rehabilitation Inspector.

1.33 Interest of Certain Federal and Other Officials.

A. No member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise from same.

B. No member of the governing body of Augusta who exercises any functions or responsibilities in connection with the administration of the Housing and Community Development Department project to which this contract pertains, and no other officer or employee of Augusta or the Housing and Community Development Department who exercises any such functions or responsibilities shall have any interest, direct or indirect, in this contract which is incompatible or in conflict with the discharge or fulfillment of his/her functions and responsibilities in connection with the carrying out of the program to which this contract pertains.

C. No member of the governing body of Augusta and no other public official of the City/County who exercises any functions or responsibilities in connection with the administration of the Lead Hazard Reduction or Healthy Homes Grant Program shall have any interest, direct or indirect, in this contract.

ARTICLE XIII: 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 30901

With copies to:

Housing Community Development Department
510 Fenwick Street
Augusta, GA 30901

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE XIV: 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.

{Signatures begin on the next page}

This agreement is between (Contractor):

Your Neighborhood Builder
528 Old Edgefield Rd. Unit B
Edgefield, South Carolina 29841

And: Augusta Housing & Community Development Department
510 Fenwick St.
Augusta, Georgia 30901

Project : OWNER
1534 Maple St.
Augusta GA, 30901

Project : HEALTHY HOMES REDUCTION

The Contractor agrees to furnish all labor and materials to complete in good, workmanlike manner repairs to the property shown above, for the total sum of **TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS- $27,500.00.** All work will be accomplished in accordance with the attached Work Write-Up, and Housing and Urban Development Lead Hazard and Healthy Homes Guidelines.

The Contractor agrees to accept payment from the Augusta Housing and Community Development Department in accordance with Department payment procedures. The Contractor agrees to complete all repair work required by this contract within **10** working days of the date of this contract.

The undersigned, having reviewed and understood this contract, agrees to the terms as specified above and in the attached contract documents.

Charles Jackson **Contractor, Your Neighborhood Builder**
As its Interim Director
Housing & Community Development Department

Witness: _____

SWORN TO AND SUBSCRIBED BEFORE ME, THIS

_____ DAY OF _____, 20___.

_____
Notary Public, State of Georgia (SEAL)

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: AUGUSTA, GEORGIA
(The City)

By: _____ Date:_____
Charles Jackson
Interim Director

Approved as to form: _____ Date:_____
Augusta, GA Law Department

By: _____ Date: _____
Garnett L. Johnson
As its Mayor

SEAL

_____
Lena Bonner
As its Clerk

EXHIBIT "A"

E-VERIFY

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

END OF AGREEMENT

Administrative Services Committee

Tuesday, March 10, 2026

Bid # 25-192; Augusta Commons – Electrical Improvements

Department: Central Services Department

Presenter: Horace Green

Caption: Motion to approve the award of bid #25-192, Augusta Commons – Electrical Improvements in the amount of $538,400.00 to be performed by RG Novello Inc. and to approve reassignment of recaptured SPLOST VI, VII, and American Rescue Plan Act allocations to the project.

Background: The electrical scope of work at the Augusta Commons includes the demolition and replacement of existing inground connectors, inground boxes and conduits due to the current condition of the system. Additional electrical services include stage power, powered bollards with lights, electrical panel modifications and replacement.

The lowest compliant bid was above the estimated budget of $339,000.00. Additional funds from previous SPLOST and ARPA projects have been assigned to cover the difference of $199,400.00. The recapture of unspent SPLOST 6 and 7 funds and American Rescue Plan Act (ARPA) funds were approved by the Recreation & Parks and Finance Departments.

The Central Services Department recommends the award of a contract to RG Novello, Inc. for the electrical improvements project. This company will perform the required work utilizing the specification and plans provided by Johnson, Laschober & Associates, Inc. included in the bid scope.

Analysis: Central Services recommends award to RG Novello Inc., as the company submitted the lowest compliant bid.

Financial Impact: **The total cost is $538,400.00** as itemized in the attachment. Recreation & Parks has been working with Finance and the Capital Projects Manager to review open Recreation SPLOST projects from previous phases. This review has identified a total of $64,073.00 available to be recaptured from SPLOST VI completed projects and $32,927.00 available from SPLOST VII. In addition, Recreation is requesting to reassign $102,400.00 from the Sue Reynolds Park project allocated under ARPA.

Alternatives:
1) To approve the bid.
2) To not approve the bid.

Recommendation: Motion to approve the award of bid #25-192, Augusta Commons – Electrical Improvements in the amount of $538,400.00 to be performed by RG Novello

Inc. and to approve reassignment of recaptured SPLOST VI, VII, and Am
Rescue Plan Act allocations to the project.

Funds are available in the following accounts:

$538,400.00; Capital & SPLOST 6, SPLOST 7, ARPA

GL 272-04-1120-5412110 - $339,000.00 (Capital)

GL 325-06-1110 JL 221066900 - $64,073.00 (SPLOST VI recapture)

GL 325-06-1110 JL 225057900 - $32,927.00 (SPLOST VII recapture)

ARPA - Sue Reynolds Park - $102,400.00

REVIEWED AND APPROVED BY:

Invitation to Bid

Sealed bids will be received at this office until **Wednesday, July 16, 2025 @ 11:00 a.m.** via ZOOM **Meeting ID: 894 3092 2753; Passcode: 25192** for furnishing:

Bid Item #25-192 **Augusta Commons – Electrical Improvements for Augusta, GA – Central Services Department – Facilities Maintenance**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Darrell White, Interim Procurement Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422).**

A Pre-Bid Conference will be held on Monday, June 30, 2025 @ 10:00 a.m. via Zoom Meeting ID: 879 9441 6828; Passcode: 25192. Optional Site Visit will be held on Tuesday, July 1, 2025; please contact Maria Rivera-Rivera at (706) 821-1629 in advance.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, July 2, 2025 @ 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 bids may be withdrawn for a period of ninety **(90)** days after bids have been opened, pending the execution of contract with the successful bidder. **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: Darrell White, Interim Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle	June 5, 12, 19, 26, 2025
Metro Courier	June 5, 2025

AW Electric
1010 Druid Park Ave
Augusta, GA 30904
(RETURNED MAIL)

JHC Corporation
1029 Peachtree Pkwy N #359
Peachtree City, GA 30269

Alrich Electric
2110 Vandivere Rd
Augusta, GA 30904

5 Points Electrical Company, LLC
1455 Oakbrook Dr., Ste. 900
Norcross, GA 30093

RBG Electrical, LLC
2443 Powder Springs Rd., S.W.
Marietta, GA 30064
(RETURNED MAIL)

Intellispring Technologies, Inc.
4353 Tilly Mill Rd., Ste. 100
Atlanta, GA 30360

Kilcrease Controls, Inc.
560 Supper Club Rd.
Dallas, GA 30132

Power & Ground, Inc.
503 Hillwood Corcle
Augusta, GA 30909

Horizon Construction
P.O. Box 798
Evans, GA 30809

Hebbard Electrical Inc.
2225 North Leg Road
Augusta, GA 30909

Helm Electric Inc.
124 E Boundary
Augusta, GA 30901

Southeastern Electrical Specialists, LLC
472 Flowing Wells Rd Ste H-3
Martinez, GA 30907

AAA Electrical Services
9139 Campground Rd
Matthews, GA 30818

Capital City Electrical Services, LLC
1346 Oakbrook Dr #170A
Norcross, GA 30093

Voltz Electrical Services
3119 Mike Padgett Highway
Augusta, GA 30906

Ron Lampkin
Central Services

Maria Rivera-Rivera
Central Services

Phyllis Johnson
Compliance

Bid Item # 25-192 Augusta Commons-Electrical Improvements for Augusta, GA-Central Services
Bid Due: Wed,7/16/25 @ 11:00 a.m.

Bid Item # 25-192 Augusta Commons-Electrical Improvements for Augusta, GA-Central Services
Mail Date: 6/5/25

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, June 5, 2025 12:49 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000127

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-2025-000000127
Event Title: 25-192 Augusta Commons - Electrical Improvements
Event Type: Non-State Agency

Process Log
2025/06/05 12:42:06 : Log starts for - 29580420 - EVENT_RELEASE_TO_SUPL
2025/06/05 12:42:10 : Email Process Log for the Event#: PE-72155-NONST-2025-000000127
2025/06/05 12:42:10 : Email Batch# 2506052736
2025/06/05 12:42:10 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/06/05 12:42:59 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2025/06/05 12:42:59 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2025/06/05 12:48:17 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2025/06/05 12:49:22 : Total No of Contacts found for sending Email: 1188
2025/06/05 12:49:22 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:
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06/05/2025 12:49:22 PM

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Planholders

Add Supplier | Export To Excel

Supplier (6)

Supplier	Download Date
Bell Electric Services LLC	06/26/2025
ConstructConnect	06/11/2025
Dodge Data	06/05/2025
McAulliffe Realty, Inc. DBA Insurance Services of Augusta	07/22/2025
Onvia, Inc. - Content Department	06/05/2025
Tapline Utility Services LLC.	06/16/2025

Add Supplier

Supplier Details

Supplier Name	Bell Electric Services LLC
Contact Name	Gabriel Bell
Address	5051 Peachtree Corners Cir Ste 237 , Peachtree Corners, GA 30092
Email	bellelectric80@gmail.com
Phone Number	770-676-7382

Remove

Documents

Filename	Type	Action
25-192_ITB	Bid Document / Specifications	View History
25-192_E-001_RC	Plans	View History

ELECTRICAL GENERAL NOTES:

GENERAL
THESE GENERAL NOTES PRESENT AND/OR SUMMARIZE KEY PRODUCT INFORMATION FOR THE PLAN READER'S CONVENIENCE. SEE PLANS AND SPECIFICATIONS FOR FURTHER REQUIREMENTS.

WORK COVERED BY THIS DOCUMENT SHALL INCLUDE ALL LABOR, MATERIAL, PRODUCTS, AND SERVICES FOR, AND INCIDENTAL TO, INSTALLATION OF COMPLETE AND OPERATING ELECTRICAL SYSTEMS DRAWN OR SPECIFIED.

ALL WORK SHALL CONFORM TO ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES INCLUDING, BUT NOT LIMITED TO, THE NATIONAL ELECTRICAL CODE (NFPA 70-2020). ALL MATERIALS SHALL BE NEW AND UL LISTED/LABELED AS APPROPRIATE. FINAL LOCATIONS FOR ROUGH-INS SHALL BE VERIFIED WITH ACTUAL EQUIPMENT BEING CONNECTED. SUPPORT AND ATTACH ELECTRICAL EQUIPMENT IN ACCORDANCE WITH SEISMIC CONDITIONS AS DETERMINED BY THE STRUCTURAL ENGINEER/BUILDING DESIGNER AND THE INTERNATIONAL BUILDING CODE. AFTER COMPLETING INSTALLATION, REMOVE BURRS, DIRT, AND CONSTRUCTION DEBRIS FROM ALL ELECTRICAL WORK.

COORDINATE OUTLET LOCATIONS WITH ARCHITECTURAL PLANS, ELEVATIONS AND DETAILS.

COORDINATE SITE LIGHTING AND SITE UTILITIES WITH LANDSCAPING/CIVIL PLANS AND DETAILS.

CONTRACTOR TO COORDINATE SERVICE AND METERING INSTALLATION REQUIREMENTS, AIC RATING, AND PANEL SCCR WITH UTILITY COMPANY PRIOR TO BID AND INSTALLATION.

CONSULT MANUFACTURERS' SHOP DRAWINGS FOR REQUIREMENTS AND EXACT LOCATION OF ELECTRICAL CONNECTIONS FOR EQUIPMENT FURNISHED BY OTHERS. BRANCH-CIRCUIT WIRING SHALL MEET ALL REQUIREMENTS OF THE EQUIPMENT MANUFACTURER.

SIZE DISCONNECT SWITCHES AND OVERCURRENT PROTECTION IN ACCORDANCE WITH THE EQUIPMENT MANUFACTURERS' RECOMMENDATIONS AND THE N.E.C.

SIZE FUSES IN ACCORDANCE WITH THE EQUIPMENT MANUFACTURERS' RECOMMENDATIONS AND THE N.E.C.

INSTALL JUNCTION BOXES, CONDUIT BODIES, AND HANDHOLE ENCLOSURES SUCH THAT WIRING WITHIN IS ACCESSIBLE IN ACCORDANCE WITH NEC 314.29.

MOUNTING HEIGHT DIMENSIONS FOR WIRING DEVICES ARE FROM THE FINISHED FLOOR UP TO THE CENTER OF THE OUTLET BOX.

CENTER OUTLETS HORIZONTALLY IN ARCHITECTURAL FEATURES.

DO NOT SCALE DRAWINGS. DEVICE LOCATIONS ARE APPROXIMATE UNLESS DIMENSIONED. ACTUAL DEVICE LOCATIONS SHALL BE FIELD COORDINATED WITH ALL OTHER TRADES AND APPLICABLE CODES.

ORIENT PHOTOCELL(S) TO NORTHERN EXPOSURE AND SHIELD FROM EXTRANEOUS LIGHT.

DO NOT USE COMMON NEUTRALS FOR MULTI-WIRE CIRCUITS. INSTALL A NEUTRAL FOR EACH PHASE.

ALL CONDUCTORS SHALL BE NO SMALLER THAN #12.

ALL RACEWAYS SHALL BE 3/4" DIA. MIN. UNLESS OTHERWISE NOTED.

CONDUCTORS
INSULATION SHALL COMPLY WITH NEMA WC 5. CONDUCTORS #8 AWG AND LARGER SHALL BE CONCENTRIC STRANDED. CONDUCTORS #10 AND SMALLER SHALL BE SOLID.

TYPE AND INSULATION (SERVICE): COPPER, TYPE THWN
TYPE AND INSULATION (FEEDER): COPPER, TYPE THHN/THWN
TYPE AND INSULATION (BRANCH): COPPER, TYPE THHN/THWN
COPPER, TYPE MC

COLOR CODING (208/120 V, 3Ø): A-BLACK, B-RED, C-BLUE, N-WHITE, G-GREEN

RACEWAYS
CONDUIT BODIES AND FITTINGS FOR RIGID METAL CONDUIT SHALL BE CAST THREADED TYPE. CONDUIT FITTINGS FOR ELECTRICAL METALLIC TUBING SHALL BE COMPRESSION TYPE. INSTALL 200 lb NYLON PULL CORD IN ALL EMPTY RACEWAYS FOR FUTURE USE. APPLY FIRESTOPPING TO ELECTRICAL PENETRATIONS OF FIRE-RATED FLOOR AND WALL ASSEMBLIES TO RESTORE ORIGINAL FIRE-RESISTANCE RATING OF ASSEMBLY.

OUTDOORS EXPOSED: RIGID GALVANIZED STEEL CONFORMING TO ANSI C80.5
OUTDOORS UNDERGROUND: RIGID NONMETALLIC CONDUIT (SCHEDULE 40 PVC) CONFORMING TO NEMA TC 2
OUTDOORS CONNECTED TO VIBRATING OR MOTORIZED EQUIPMENT: LIQUIDTIGHT FLEXIBLE METAL CONDUIT CONFORMING TO UL 360
INDOORS CONCEALED: ELECTRICAL METALLIC TUBING CONFORMING TO ANSI C80.3
INDOORS EXPOSED: ELECTRICAL METALLIC TUBING CONFORMING TO ANSI C80.3
INDOORS CONNECTED TO VIBRATING OR MOTORIZED EQUIPMENT: FLEXIBLE METALLIC CONDUIT CONFORMING TO UL 1

OUTLET BOXES
BOXES SHALL COMPLY WITH NEMA FB 1 AND SHALL BE CAST METAL TYPE FD WITH GASKETED COVER IN DAMP OR WET LOCATIONS.

PULL AND JUNCTION BOXES
BOXES SHALL BE HOT-DIPPED GALVANIZED STEEL. BOX COVERS SHALL BE GASKETED TYPE WITH SCREWED OR BOLTED FASTENERS.

WIRING DEVICES
DEVICES SHALL COMPLY WITH NEMA WD 1 AND WD 6. DEVICES SHALL BE COMMERCIAL SPECIFICATION GRADE OR BETTER. ALL DEVICES SHALL BE OF THE GROUNDING TYPE. DEVICES SHALL BE MOUNTED FLUSH WITH THE LONG DIMENSION VERTICAL AND GROUNDING TERMINAL OF RECEPTACLES ON TOP. SWITCHES SHALL BE QUIET TYPE, RATED 20 AMPERES AT 120/277 VOLTS. GROUND FAULT CIRCUIT INTERRUPTERS SHALL BE FEED-THROUGH TYPE. WEATHERPROOF COVERS SHALL BE PROVIDED IN DAMP OR WET LOCATIONS. PROGRAM OCCUPANCY SENSORS FOR FIFTEEN MINUTES WITH MEDIUM SENSITIVITY. TRAIN OWNER TO ADJUST TIME AND SENSITIVITY.

DEVICE COLOR: SELECTED BY ARCHITECT.
DEVICE COVER: WEATHERPROOF.

ELECTRICAL IDENTIFICATION
IN ADDITION TO CODE-REQUIRED LABELING, ALL PANELBOARDS, ELECTRICAL ENCLOSURES, TRANSFORMERS, AND DISCONNECT SWITCHES SHALL BE IDENTIFIED WITH AN ENGRAVED PLASTIC LAMINATED NAMEPLATE. LETTERING SHALL BE 1/2" INCHES HIGH AND SHALL BE WHITE ON A BLACK BACKGROUND. NAMEPLATES SHALL BE ATTACHED TO EQUIPMENT WITH STAINLESS STEEL SELF-TAPPING SCREWS. CONTRACTOR TO COORDINATE WITH THE UTILITY COMPANY TO DETERMINE THE AVAILABLE FAULT CURRENT AT THE PANEL LOCATION SHOWN ON THE DRAWINGS. CONTRACTOR TO PROVIDE ELECTRICAL EQUIPMENT WITH AIC RATING OVER THE CALCULATED FAULT CURRENT. CALCULATED FAULT CURRENT SHALL BE LISTED ON EACH PIECE OF ELECTRICAL EQUIPMENT. CONTRACTOR TO PROVIDE AND AFFIX ARC FLASH WARNING LABELS ON ALL ELECTRICAL SWITCHBOARDS, PANELBOARDS, MOTOR CONTROL CENTERS, LOAD CENTERS, DISCONNECTS AND ENCLOSED CIRCUIT BREAKERS PER 2020 NEC ARTICLE 110.16.

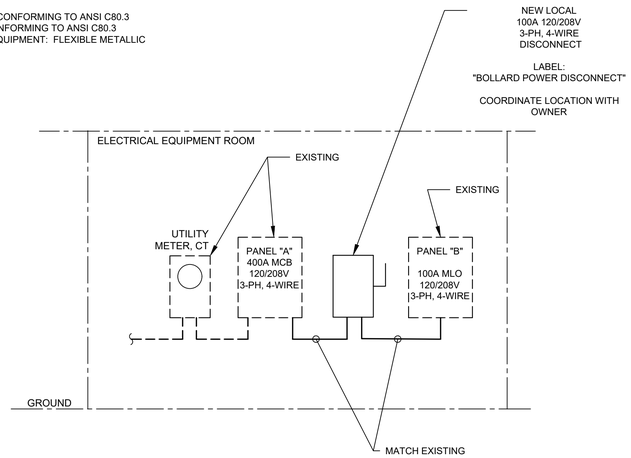
GROUNDING
GROUNDING AND BONDING COMPONENTS SHALL COMPLY WITH UL 467. AN INSULATED EQUIPMENT-GROUNDING CONDUCTOR SHALL BE INSTALLED WITH CIRCUIT CONDUCTORS FOR ALL FEEDER AND BRANCH CIRCUITS. EXOTHERMIC-WELDED CONNECTIONS SHALL BE USED FOR ATTACHMENT TO STRUCTURAL STEEL AND UNDERGROUND CONNECTIONS. GROUNDING ELECTRODES SHALL BE 3/4" x 10' COPPERWELD TYPE.

PANELBOARDS
PANELBOARDS SHALL COMPLY WITH NEMA PB 1. SHOP DRAWINGS FOR EACH PANELBOARD SHALL BE SUBMITTED AND SHALL INCLUDE BUS CONFIGURATION AND CURRENT RATINGS, OVERCURRENT DEVICE ARRANGEMENT AND SETTINGS, AND PANELBOARD SHORT CIRCUIT RATING. PHASE AND NEUTRAL BUSSES SHALL BE COPPER. AN EQUIPMENT GROUND BUS SHALL BE PROVIDED AND SHALL BE BONDED TO THE PANEL BOX. PANELBOARDS WITH A MAIN SERVICE DISCONNECT SHALL BE LISTED FOR USE AS SERVICE EQUIPMENT. PANELBOARD TRIM SHALL BE BOLT-ON TYPE. CIRCUIT BREAKERS SHALL BE BOLT-ON TYPE. CIRCUIT BREAKERS SHALL BE LISTED FOR SWD, HID OR HACR USE AS APPROPRIATE. MULTI-POLE CIRCUIT BREAKERS SHALL HAVE A COMMON TRIP. TANDEM CIRCUIT BREAKERS SHALL NOT BE USED. FILLER PLATES SHALL BE INSTALLED IN UNUSED SPACES. A TYPED CIRCUIT DIRECTORY SHALL BE INSTALLED ON THE INSIDE OF THE PANELBOARD DOOR.

FUSES
FUSES SHALL BE NEMA FU 1 CARTRIDGE TYPE. VOLTAGE RATING SHALL BE CONSISTENT WITH CIRCUIT VOLTAGE. ARRANGE FUSES IN FUSIBLE DEVICES SO FUSE RATINGS ARE READABLE WITHOUT REMOVING FUSE. INSTALL TYPEWRITTEN LABELS ON INSIDE DOOR OF EACH FUSIBLE DEVICE TO INDICATE FUSE REPLACEMENT INFORMATION.

MOTOR FEEDER AND BRANCH CIRCUITS: UL CLASS RK5, TIME DELAY
OTHER FEEDER AND BRANCH CIRCUITS: UL CLASS RK1, NON-TIME DELAY

DISCONNECT SWITCHES
SWITCHES SHALL BE FUSED OR NONFUSED NEMA KS 1 TYPE HD. SWITCHES SHALL BE HANDLE LOCKABLE AND INTERLOCKED WITH COVER IN CLOSED POSITION. ENCLOSURES SHALL BE NEMA TYPE 1 IN INDOOR LOCATIONS AND NEMA TYPE 3R IN OUTDOOR LOCATIONS. HVAC EQUIPMENT DISCONNECTS ARE TO BE CONSIDERED ELECTRICAL EQUIPMENT AND SHALL BE INSTALLED TO MAINTAIN WORKING SPACE PER 2020 NEC ARTICLE 110.26.



1 E-001 POWER RISER DIAGRAM
SCALE: NONE

ELECTRICAL SYMBOLS

$_{1}$	SPECIAL OUTLET - SEE SCHEDULE
	EXISTING STREET LIGHT
	BOLLARD LIGHT. SEE SCHEDULE
$_{WP}$	QUADRUPLEX CONVENIENCE OUTLET IN BOLLARD GROUND FAULT INTERRUPTER TYPE WITH WEATHERPROOF COVER
$_{WP}$	DUPLEX CONVENIENCE OUTLET WEATHERPROOF GROUND FAULT INTERRUPTER TYPE

PANEL "A"

LOCATION: ELECTRICAL EQUIPMENT ROOM
MOUNTING: SURFACE
MAIN: BREAKER
FEED FROM: SERVICE

MAIN AMPS 400 | VOLTAGE 120/208V | PHASE 3 | WIRE 4 | S.C.C. SEE NOTE 1 MIN., FULLY-RATED
PANEL OVERCURRENT PROTECTION 100 % RATED

	A	B	C	TOTAL	DEMAND
RECEPTACLE VA	0	0	0	0	0
KITCHEN VA	0	0	0	0	0
LIGHTING VA	0	0	0	0	0
OTHER VA	52,276	47,612	46,372	146,260	146,260
VA/P	52,276	47,612	46,372	146,260	146,260
A/P	436	397	386		
DEMAND A/P	436	397	386		

MIN. WIRE/CONDUIT SIZE	VA	SERVING	BREAKER AMPS	BREAKER P	CKT	PHASE	CKT	BREAKER P	BREAKER AMPS	SERVING	VA	MIN. WIRE/CONDUIT SIZE
EXISTING	3,900	220V. MIDWEST PNL #1	50	2	1	A	2	1	20	LIGHTS	1,000	EXISTING
	3,900	~			3	B	4	1	20	LIGHTS	1,000	EXISTING
EXISTING	3,900	220V. MIDWEST PNL #2	50	2	5	C	6	1	20	LIGHTS	1,000	EXISTING
	3,900	~			7	A	8	1	20	LIGHTS	1,000	EXISTING
EXISTING	3,900	220V. MIDWEST PNL #3	50	2	9	B	10	1	20	LIGHTS	1,000	EXISTING
	3,900	~			11	C	12	1	20	BOLLARD LIGHTS	432	1 SET OF 2#12, #12G, 3/4"C.
EXISTING	3,900	220V. MIDWEST PNL #4	50	2	13	A	14	1	20	BOLLARD LIGHTS	336	1 SET OF 2#12, #12G, 3/4"C.
	3,900	~			15	B	16	1	20	BOLLARD LIGHTS	432	1 SET OF 2#12, #12G, 3/4"C.
EXISTING	3,900	220V. MIDWEST PNL #5	50	2	17	C	18	1	20	BOLLARD LIGHTS	480	1 SET OF 2#12, #12G, 3/4"C.
	3,900	~			19	A	20	1	20	SPARE		
EXISTING	1,200	FOUNTAIN	30	3	21	B	22	1	20	SPARE		
	1,200	~			23	C	24	1	20	SPARE		
	1,200	~			25	A	26	1	20	TIME CLOCK FOR SPRINKLER	500	1 SET OF 2#12, #12G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	360	CHRISTMAS TREE NORTH	20	1	27	B	28	1	20	SPARE		
1 SET OF 2#10, #10G, 3/4"C.	360	CHRISTMAS TREE SOUTH	20	1	29	C	30	1	20	SPARE		
1 SET OF 3#1/0, #3G, 2"C.	6,000	STAGE POWER VLT 1 NORTH*	100	3	31	A	32	1	20	SPARE		
	6,000	~			33	B	34	1	20	SPARE		
	6,000	~			35	C	36	1	20	SPARE		
1 SET OF 3#1/0, #3G, 2"C.	6,000	STAGE POWER VLT 2 NORTH*	100	3	37	A	38	3	100	PANEL "B"	8,640	EXISTING
	6,000	~			39	B	40			~	7,920	"
	6,000	~			41	C	42			~	7,200	"
1 SET OF 3#1/0, #3G, 2"C.	6,000	STAGE POWER VLT 1 SOUTH*	100	3	43	A	44	1	20	SPARE		
	6,000	~			45	B	46	1	20	SPARE		
	6,000	~			47	C	48	1	20	SPARE		
1 SET OF 3#1/0, #3G, 2"C.	6,000	STAGE POWER VLT 2 SOUTH*	100	3	49	A	50	1	20	SPARE		
	6,000	~			51	B	52	1	20	SPARE		
	6,000	~			53	C	54	1	20	SPARE		

REMARKS: *ONLY ONE PAIR OF STAGE POWER CIRCUITS TO BE USED AT A TIME AT FULL DESIGN CAPACITY.

PANEL "B"

LOCATION: ELECTRICAL ROOM
MOUNTING: SURFACE
MAIN: M.L.O.
FEED FROM: PANEL "A"

MAIN AMPS 100 | VOLTAGE 120/208V | PHASE 3 | WIRE 4 | S.C.C. SEE NOTE 1 MIN., FULLY-RATED
PANEL OVERCURRENT PROTECTION 100 % RATED

	A	B	C	TOTAL	DEMAND
RECEPTACLE VA	0	0	0	0	0
KITCHEN VA	0	0	0	0	0
LIGHTING VA	0	0	0	0	0
OTHER VA	8,640	7,920	7,200	23,760	23,760
VA/P	8,640	7,920	7,200	23,760	23,760
A/P	72	66	60		
DEMAND A/P	72	66	60		

MIN. WIRE/CONDUIT SIZE	VA	SERVING	BREAKER AMPS	BREAKER P	CKT	PHASE	CKT	BREAKER P	BREAKER AMPS	SERVING	VA	MIN. WIRE/CONDUIT SIZE
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	1	A	2	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	3	B	4	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	5	C	6	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	7	A	8	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	9	B	10	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	11	C	12	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	13	A	14	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
		SPARE	20	1	15	B	16	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	17	C	18	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	19	A	20	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	21	B	22	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
		SPARE	20	1	23	C	24	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	25	A	26	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	27	B	28	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	29	C	30	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	31	A	32	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	33	B	34	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	35	C	36	1	20	SPARE		
		SPARE	20	1	37	A	38	1	20	SPARE		
		SPARE	20	1	39	B	40	1	20	SPARE		
		SPARE	20	1	41	C	42			SPACE		
		SPACE			43	A	44			SPACE		
		SPACE			45	B	46			SPACE		
		SPACE			47	C	48			SPACE		
		SPACE			49	A	50			SPACE		
		SPACE			51	B	52			SPACE		
		SPACE			53	C	54			SPACE		

REMARKS:

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CLIENT: AUGUSTA - RICHMOND COUNTY CENTRAL SERVICES DEPARTMENT
CLIENT ADDRESS

PROJECT NAME: **AUGUSTA COMMONS ELECTRICAL IMPROVEMENTS**

PROJECT LOCATION: 836 REYNOLDS ST, AUGUSTA, GA 30901

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REV	DATE	BY	DESCRIPTION
A	07/01/24	HJW	ISSUED FOR 60% OWNER REVIEW
B	08/06/24	HJW	ISSUED FOR CONSTRUCTION
C	11/26/24	CEB	ISSUED FOR VE CHANGES

PROJECT NO. 3042.2405
DRAWN BY : CEB
CHECKED BY : CEB
DATE: 06/28/2023

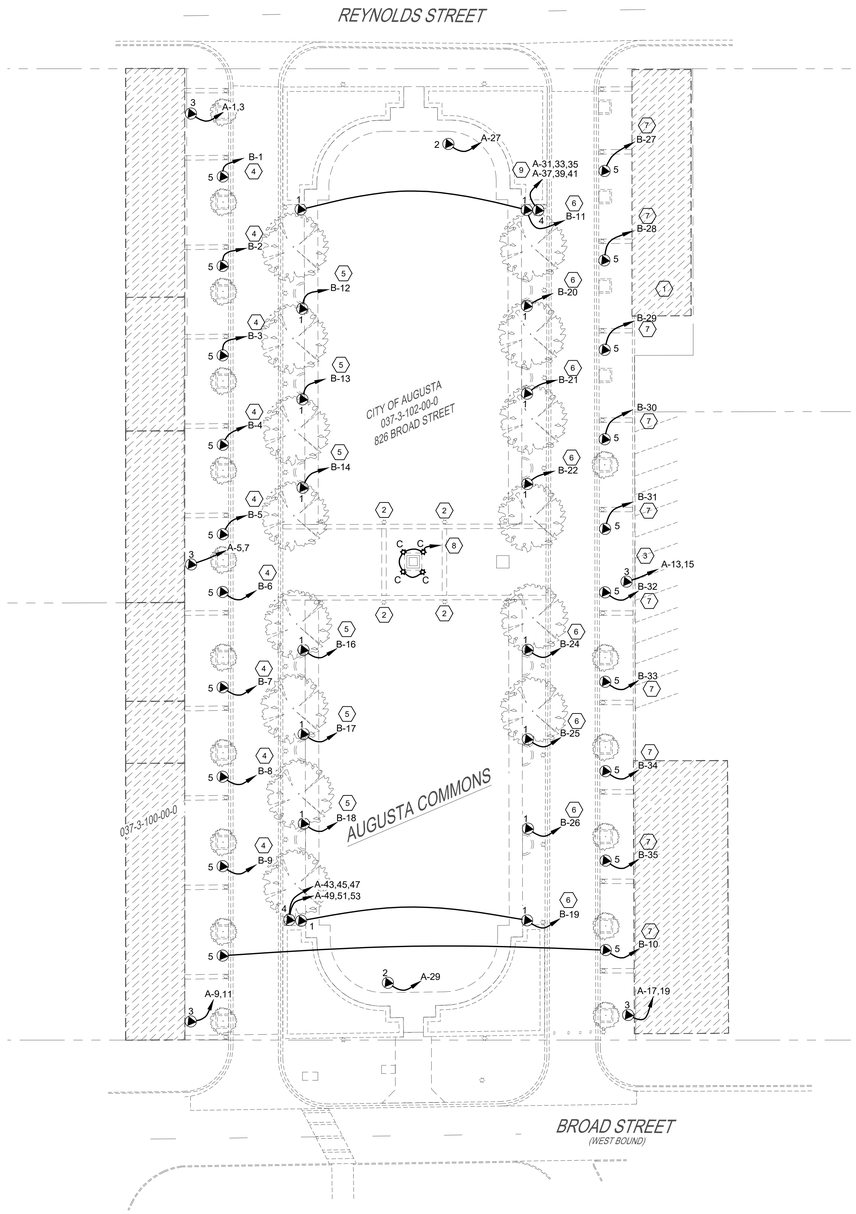
SHEET TITLE :
ELECTRICAL GENERAL NOTES AND SCHEDULES

SCALE: AS NOTED

DRAWING NO. **E-001** REV: C

192.168.255.12\Projects\3042405\PZL181 City of Augusta Commons Electrical Improvements\E-001.dwg Plotted:11/26/2024 2:32 PM By:Clay Blanton

BORDER - A24x36-XREF.DWG
REV 10/07/2020 JOE



1 ES100 ELECTRICAL SITE PLAN
SCALE: 1/32" = 1'- 0"

SITE PLAN DEMOLITION NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR ALL DEMOLITION. HISTORICAL BRICKS ARE NOT TO BE DAMAGED. COORDINATE DEMOLITION WITH OWNER.
2. DEMOLISH ALL UNUSED ELECTRICAL BOXES.
3. TRACE CIRCUITS IN FIELD FROM EXISTING PANELS AND CONTACTOR BOXES. COORDINATE WITH OWNER WHICH EXISTING CIRCUITS ARE TO BE DEMOLISHED AND WHICH ARE TO REMAIN IN PANELS.

SITE PLAN CONSTUCTION NOTES:

1. ALL LOCATIONS ON DRAWINGS ARE APPROXIMATE. COORDINATE EXACT LOCATIONS WITH OWNER.
2. COORDINATE EXACT LOCATIONS OF BOLLARDS AND RECEPTACLES WITH OWNER.
3. COORDINATE ROUTING OF CONDUIT WITH OWNER.
4. VERIFY THAT ALL PANELS IN ELECTRICAL ROOM ARE GROUNDED PROPERLY.
5. ALL HISTORICAL BRICKS MUST BE SAVED.
6. CONTRACTOR IS TO RESTORE ANY DISTURBED LANDSCAPING AND BRICKWORK TO ITS ORIGINAL CONDITION AFTER CONSTRUCTION.

ELECTRICAL PANELS CONSTUCTION NOTES:

1. PROVIDE NEW DISCONNECT FOR PANEL "B". COORDINATE LOCATION OF DISCONNECT WITH OWNER.
2. COORDINATE WITH OWNER AND MOVE ALL CIRCUITS/LOADS REQUIRING CONTINUOUS OPERATION TO PANEL "A".
3. PANEL/CIRCUIT SCHEDULING AND PLACEMENT CAN BE ADJUSTED AS NECESSARY.

SITE PLAN KEYED NOTES:

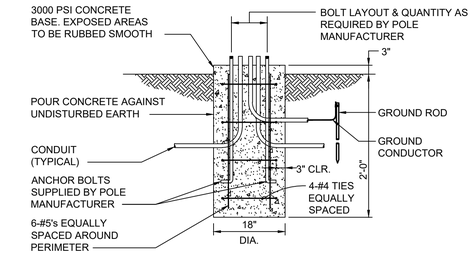
1. INDICATED PANEL LOCATION IS APPROXIMATE, COORDINATE EXACT LOCATION WITH OWNER.
2. DEMOLISH EXISTING FIXTURE AND ELECTRICAL IN THIS LOCATION.
3. DEMOLISH EXISTING RV BOX AT THIS LOCATION.
4. CONNECT BOLLARD LIGHTS USING 2 #10 AWG, #10 GND AND A 20A BREAKER TO CIRCUIT A-12. PROVIDE PHOTOCELL AND TIME CLOCK TO CONTROL LIGHTING.
5. CONNECT BOLLARD LIGHTS USING 2 #10 AWG, #10 GND AND A 20A BREAKER TO CIRCUIT A-14. PROVIDE PHOTOCELL AND TIME CLOCK TO CONTROL LIGHTING.
6. CONNECT BOLLARD LIGHTS USING 2 #10 AWG, #10 GND AND A 20A BREAKER TO CIRCUIT A-16. PROVIDE PHOTOCELL AND TIME CLOCK TO CONTROL LIGHTING.
7. CONNECT BOLLARD LIGHTS USING 2 #10 AWG, #10 GND AND A 20A BREAKER TO CIRCUIT A-18. PROVIDE PHOTOCELL AND TIME CLOCK TO CONTROL LIGHTING.
8. CONNECT BOLLARD LIGHTING TO ADJACENT LIGHTING CIRCUIT USING 2 #10 AWG, #10 GND.
9. FIELD EVALUATE EXISTING WIRE AND REUSE IF POSSIBLE.

SPECIAL OUTLET SCHEDULE	
ID	DESCRIPTION
1	AUGUSTA LED BOLLARD WITH QTY TWO (2) GROUND FAULT INTERRUPTER TYPE RECEPTACLES. STERNBERG PART NUMBER 5201LED-46"/1L40TS-MDL07/2-GFI-LPIUC/BK. PROVIDE TWO (2) GFCI RECEPTACLES. PROVIDE FOR A COMPLETE INSTALLATION.
2	CHRISTMAS TREE POWER. PROVIDE AND INSTALL WATERPROOF INGROUND QUADRAPLEX RECEPTACLE. LEGRAND MODEL # XB814C520BK
3	PROVIDE LOCKABLE RV STYLE 50/30/20 PEDESTAL. COORDINATE EXACT TYPES AND LOCATIONS WITH OWNER. MOUNT AGAINST WALL. PROVIDE FOR A COMPLETE INSTALLATION.
4	STAGE POWER STAND. PROVIDE LARGE WEATHERPROOF GREEN ELECTRICAL FREE STANDING ENCLOSURE TO CONCEAL CONTRACTOR PROVIDED 100A 3 PHASE DISCONNECTS QTY 2. PROVIDE SEPARATE CIRCUIT FOR EACH DISCONNECT. PROVIDE COMPATIBLE FLUSH MOUNT PLUG ON SIDE OF BOX FOR STAGE POWER. COORDINATE EXACT TYPES AND LOCATIONS WITH OWNER. PROVIDE FOR A COMPLETE INSTALLATION.
5	AUGUSTA BOLLARD (WITHOUT LED LIGHT) WITH QTY TWO (2) GROUND FAULT INTERRUPTER TYPE RECEPTACLES. STERNBERG PART NUMBER 5201B-46"/2-GFI-LPIUC/BK. PROVIDE TWO (2) GFCI RECEPTACLES. PROVIDE FOR A COMPLETE INSTALLATION.

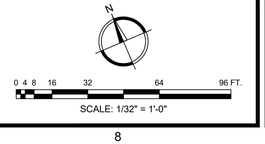
SPECIAL OUTLET SCHEDULE NOTES:
PROVIDE LOCAL DISCONNECTING FOR DEVICES WITHOUT RECEPTACLE. COORDINATE WITH MOCP.

LIGHTING FIXTURE SCHEDULE							
ID	MANUF.	MODEL NUMBER	VOLT.	WATTS	LAMP TYPE	MOUNTING	REMARKS
C	LIGMAN	UFRE-10021 2X12W LED W35 BY OWNER 120/277V	120/277	24	LED	BOLLARD	BOLLARD LIGHT. AIM LIGHTING AT STATUE. MANUFACTURER TO PROVIDE CHAIN CONNECTIONS. CONTRACTOR TO PROVIDE APPROVED CHAIN BETWEEN BOLLARDS. COORDINATE ROTATATION OF BASE PLATE AND STUDS WITH MANUFACTURER.

LIGHTING FIXTURE SCHEDULE NOTES:
COORDINATE ALL FINISH OPTIONS WITH ARCHITECT.



2 ES100 TYPICAL - BOLLARD MOUNTING DETAIL
NOT TO SCALE



SCALE: 1/32" = 1'-0"

Since 1980
Architects • Engineers • Landscape Architects
JOHNSON, LASCHOBER & ASSOCIATES, P.C.
AUGUSTA, GA • CHARLESTON, SC
TEL (706) 724-5756 • TEL (843) 619-4656
FAX (706) 724-3955
WWW.THEJLAGROUP.COM

CLIENT: AUGUSTA - RICHMOND COUNTY CENTRAL SERVICES DEPARTMENT
CLIENT ADDRESS

PROJECT NAME: **AUGUSTA COMMONS ELECTRICAL IMPROVEMENTS**

PROJECT LOCATION: 836 REYNOLDS ST, AUGUSTA, GA 30901

REV	DATE	BY	DESCRIPTION
A	07/01/24	HJW	ISSUED FOR 60% OWNER REVIEW
B	08/06/24	HJW	ISSUED FOR CONSTRUCTION
C	11/26/24	CEB	ISSUED FOR VE CHANGES

PROJECT NO. 3042.2405
DRAWN BY : CEB
CHECKED BY : CEB
DATE: 06/28/2023
SHEET TITLE : **ELECTRICAL SITE PLAN**
SCALE: AS NOTED
DRAWING NO. **ES100** REV. C

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Plotted:11/26/2024 2:32 PM By:Clay Blanton
I:\92.168.255.12\Projects\3042\2405\P2\L181 City of Augusta Commons Electrical Improvements\ES100.dwg

BORDER_AJA(Adv)REF.DWG
Rev 1 07/27/23 CRD

ARCHITECTS ♦ ENGINEERS ♦ LANDSCAPE ARCHITECTS

MEMO

Memo No: 001 Date: 6/28/2023

Job #: 3042.2405

Subject: Augusta Commons Electrical Improvements

Howard Wayt, with JLA visited the site and met with City Staff the below is a recap of the improvements to be made.

The City is interested in the following electrical improvements:

1) Replace existing 220VAC in-ground connectors at corners and centers of commons with new boxes on stands (RV direct bury boxes) at back edge of sidewalk (same as existing locations)
2) Replace existing 120VAC in-ground boxes on outside edges of streets with new boxes on stands (RV direct bury boxes) at edge of road directly in front of GA Power-owned light poles.
3) Replace existing 120VAC in-ground boxes on outside edges of commons pathways with power bollards (probably lighted, use same as Augusta Saturday Market, they like those).
4) Demolish existing in-ground 120VAC boxes on Commons grass areas (inside pathways) and move power to new bollards on outside of pathways (if possible)
5) Replace existing in-ground 120VAC in-ground boxes at corners of center cross-path (possibly use bollards)
6) Replace existing power disconnects for stage at Reynolds end of Commons with something more permanent and add identical setup at Broad St end of Commons.
7) Replace conduit stub for Christmas tree at Reynolds end of Commons with in-ground box and outlets.
8) Replace existing lights for statues at sides of cross-walk with lights on posts (with chains between them?) at corners of statue base (decorative bollards with lights mounted on top?)

Existing panels are in City offices building at corner of Commons at Reynolds St. Panels are in good condition and can be reused but may need a new additional panel if we intend to provide individual circuits for power like JLA designed at the Saturday Market.

cc: file

Johnson, Laschober & Associates, P.C.
1296 Broad Street
P.O. Box 2103
Augusta, GA 30903
Word2013

Telephone: 706-724-5756
Fax: 706-724-3955
Website: www.theJLAgroup.com
Email: jla@theJLAgroup.com

NANCY

Augusta GEORGIA

Central Services Department

Horace Green, Director
Maria Rivera-Rivera, Deputy Director
2760 Peach Orchard Road, Augusta GA 30906
(706) 828-7174 Phone (706)799-5077 Fax

NOV 25 '25 PM 3:28

MEMORANDUM

TO: **Mr. Andy Penick, Director, Procurement Department**

FROM: **Mr. Horace Green, Director, Central Services Department**

DATE: **November 24, 2025**

SUBJECT: **Bid Item #25-192; Augusta Commons – Electrical Improvements**

On Wednesday, July 23, 2025, the Central Services Department – Facilities Maintenance Division received proposals for bid item #25-192; Augusta Commons – Electrical Improvements Project. RG Novello Inc. submitted the lowest compliant bid for a total of $538,400.00.

Due to the current conditions of the electrical system and the narrow window from January to March 2026 to perform this project, additional funds under SPLOST have been assigned to cover the difference of $199,400.00. The original estimated budget was defined as $339,000.00.

The Central Services Department recommends the award of a contract to RG Novello, Inc. for the electrical improvements project. This company will perform the required work utilizing the specification and plans provided by Johnson, Laschober & Associates, Inc. included in the bid scope.

Thank you for your assistance in securing these prices. Please do not hesitate to call if you have any questions or need additional clarification.

cc: Horace Green
Maria Rivera-Rivera

Maria Rivera-Rivera

From: Maria Rivera-Rivera
Sent: Thursday, September 25, 2025 12:02 PM
To: Tameka Williams; Ron Lampkin; Horace Green
Cc: Katie Cornelius; Alphonza Williams
Subject: Bid# 25-192; Augusta Commons - Electrical Improvements

Importance: High

Good morning,

This purpose of this email is to summarize the status of **Bid#25-192; Augusta Commons – Electrical Improvements**.

Bid proposals for this project were received, but the amounts exceeded the estimated budget.

Estimated budget - $339,000.00

RG Novello, Inc. - $538,400.00 (-$199,400)
Horizon Construction - $792,000.00 (-$453,000)
JHC Corporation - $866,500.00 (-$527,500)

As you may all know this is an extremely important project due to the current conditions of the electrical system at this location. Also, there is a window from January to March 2026 for the construction that should not be missed. It is my understanding that your department is working to find the funds to cover the difference.

Please keep me informed to move forward.

Regards,
Maria Rivera-Rivera

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

Augusta GEORGIA

Maria Rivera-Rivera

From: Tameka Williams
Sent: Friday, November 21, 2025 3:04 PM
To: Maria Rivera-Rivera
Cc: Alphonza Williams; Marilyn Newton; Frank Rost; Ron Lampkin
Subject: Augusta Commons Electrical Work

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Good Afternoon,
Below are the following funding sources identified for Augusta Commons Electrical Work. Please let us know if you have any questions.

SPLOST 6	328	328-06-1110	212066105	Augusta Common	$ 35,300.00
SPLOST 7	329	329-06-1110	220057142	Boathouse Deck renovations	$ 367,418.00
SPLOST 7	329	329-06-1110	218057231	Augusta Golf Course	$ 15,595.00
SPLOST 7	329	329-06-1110	218057129	Augusta Common	$ 13,780.00
SPLOST 7	329	329-06-1110	220057837	McBean Splash Pad	$ 3,552.00
SPLOST 7	329	329-06-1110	217057116	Lake Olmstead Park	$ 102,755.00
				TOTALS	$ 538,400.00

Tameka D. Williams, CPRP, CYSA
Recreation & Parks Director
Augusta Recreation and Parks Dept.
2027 Lumpkin Road | Augusta, GA 30906
706-796-5025 (Office)

Augusta GEORGIA RECREATION & PARKS

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AED:104.1

Bid Opening: Bid Item #25-192 Augusta Commons-Electrical Improvements for Augusta, GA – Central Services Department/Facilites Maintenance
Bid Due: Wednesday, July 23, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 15
Total Number Specifications Download (Demandstar): 6
Total Electronic Notifications (Demandstar): 239
Georgia Procurement Registry: 1188
Pre-Bid Conference Attendees: 20
Total packages submitted: 3
Total Non-Compliant: 0

VENDORS	RG Novello Inc. 35 Rabbit Trail Edgefield, SC 29824	JHC Corporation 15 Fresh Bru Dr Newnan, GA 30263	Horizon Construction & Associates, Inc. P.O. Box 798 Evans, GA 30809
Attachment B	YES	YES	YES
Addendum 1	YES	YES	YES
E-Verify Number	2715317	413897	229921
SAVE Form	YES	YES	YES
Bid Bond	YES	YES	YES
Base Bid:	$538,400.00	$866,500.00	$792,000.00

Vegetation & Grounds Maintenance

Administrator Tameka Allen

January 13, 2026 Engineering Services Committee
January 20, 2026 Augusta Commission Meeting

Augusta GEORGIA

Options for Structure

Overview

1. **Keep Current Structure with Added Resources**
   - Retain separate units in each department, but adjust key areas
   - Add resources for pilot program

2. **New Department for Vegetation & Ground Maintenance**
   - Centralize staff and contract management under one new director

3. ~~**New Division within Central Services**~~
   - ~~Centralize staff and contract management as new division within Central Services~~

Note: All options assume status quo for RCCI

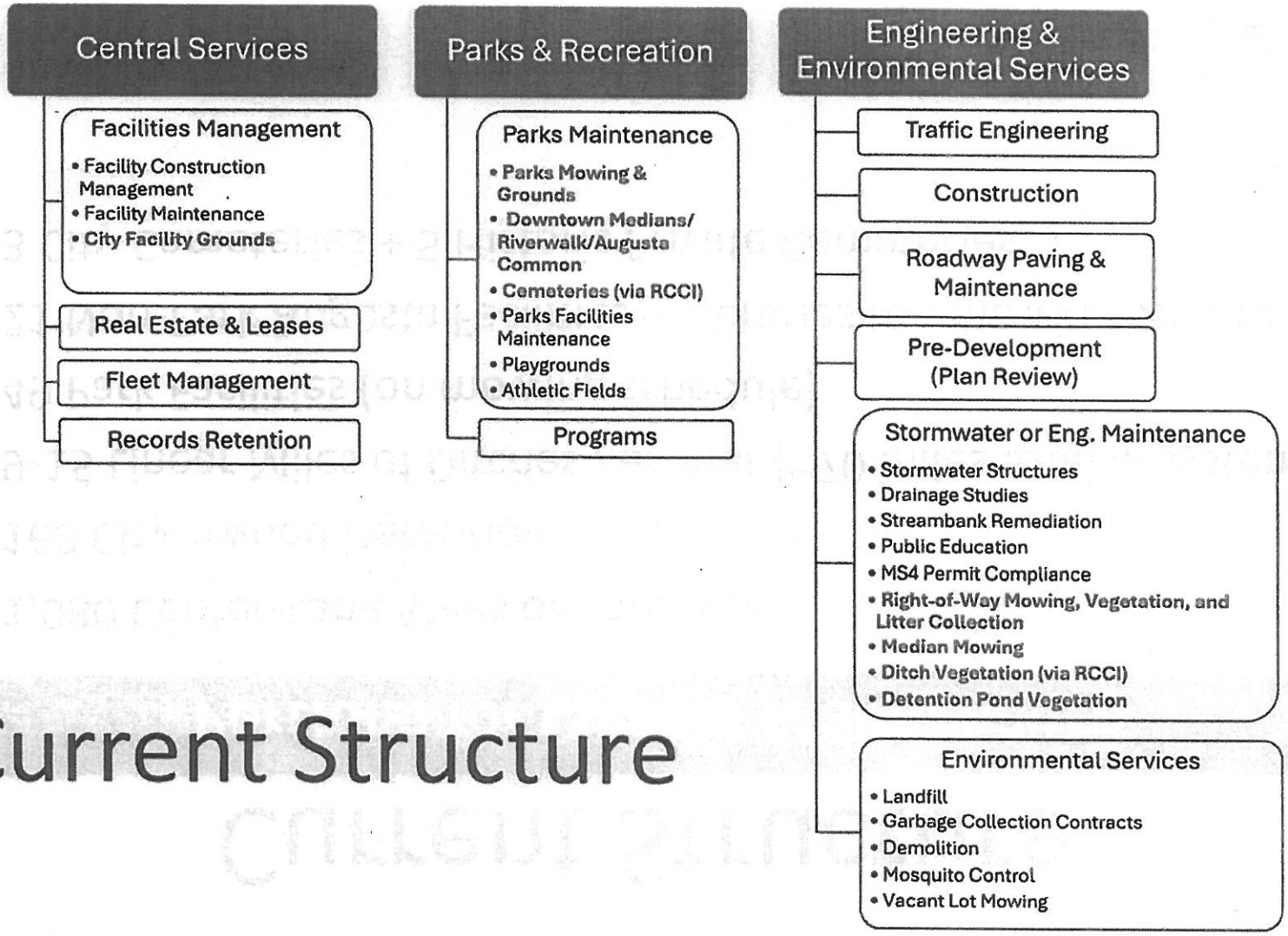
Augusta GEORGIA

Current Structure

Portfolio for Current Maintenance

- 1,080 Center-Lane Miles of Roadway
- 168 City-owned Detention Ponds
- 9-15 Linear Miles of Ditches Per Year (~70 miles total in system)
- 49 Park Facilities (on mowing schedule)
- 21 Non-Park Augusta Facilities + Libraries (on mowing schedule)
- 3 City Cemeteries + 5 Historic Private Cemeteries

Augusta GEORGIA



Current Structure

Current Structure

Central Services

- Grounds Maintenance at **"Big Box" Augusta Facilities** and Libraries* (1 cut/week) – 3 contractors

  ** Augusta Regional Library pays for the contractors at Library facilities*

- Grounds Maintenance at **Outlying Facilities** (1 cut/week) – 6 FT positions in 2 crews

Augusta GEORGIA

Current Structure

Recreation & Parks

- **Parks Mowing** (2 cuts/month) – 2 contractors, 10 FT positions in 2 crews
- **Riverwalk/Augusta Common/Downtown** – 5 FT and 2 PT positions
  - Responsible for mowing, trimming, trash, restrooms, flower beds
- **Pendleton King Park** – 3 FT and 1 PT positions
  - Responsible for maintenance, mowing, landscaping

RCCI Crews – Cemetery Grounds

- 6 crews – in 2024, averaged 3-4 details/week – mows 2x/month

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Current Structure

Engineering & Environmental Services

- **Right-of-way Mowing**
  - 158 CLM contracted for 8 cuts/year - 5 contractors
  - Remaining roadway – rural (2 cuts/year), urban (3+ cuts year) - 13 FT positions in 2 crews
- **Detention Ponds** (1 cut/year + dam removal) – 4 contractors for city-owned
  - RCCI crews for non-maintained private ponds
- **Medians/Landscaped Areas** – 2 contractors
- **Tree Management** – 4 FTE, 2 on-call contractors

RCCI Crews - Ditch Maintenance

- Assigned 13 crews (11 RCCI and 2 AED civilian) – in 2024, averaged 7 crews

Augusta GEORGIA

Current Resources

Staff + Contractors

	Full-Time Employees	Contracts
Central Services	6	3
Recreation & Parks	18 (+ 3 PT)	2
Engineering & Environmental Services	17	13
Total	**41 (+ 3 PT)**	**18**

RCCI Crews – 13 for Engineering and 6 for Cemeteries (if fully staffed)

9-12 total currently

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Current Resources

Approved FY 2026 Budget

Continue Median Maintenance Contracts • FY23: $400,000 added to budget (one-time) • FY24: $350,000 funded by ARPA • FY25: $350,000 added to budget mid-year	$450,000
Additional Resources for New or Existing Depts.	$350,000
Total Approved Additional Resources	**$800,000**

Augusta GEORGIA

Options for Structure

Overview

1. **Keep Current Structure with Added Resources**
   - Retain separate units in each department, but adjust key areas
   - Add resources for pilot program

2. **New Department for Vegetation & Ground Maintenance**
   - Centralize staff and contract management under one new director

Augusta GEORGIA

Option 1 – Keep Current Structure

Projected Costs - from $800,000

Item	Projected Cost
• Cemeteries: Add contract support or additional RCCI civilian crews	$100,000
• Engineering position changes (combine 4 positions into 3 - contract management)	Budget neutral

• Downtown Maintenance
  • Bid process for ACE/contractor
  • Consider additional FT or PT positions for Recreation Downtown crew
	$549,470 currently allocated from Urban Services Fund
	
	$60,000

• Additional contract resources
  • Pilot program for hot spot maintenance
  • Continue median program & on-call arborist
	$640,000

Option 2 – New Department

Projected Costs - from $800,000

Item	Projected Cost
• Cemeteries: Add contract support or additional RCCI civilian crews	$100,000
• Downtown Maintenance: Bid process for ACE/contractor	*$549,470 currently allocated from Urban Services Fund*
• Combine existing staff & equipment (including contract manager)	Budget neutral
• Create Department Director position	$140,000 including benefits
• Create Administrative Coordinator position	$60,000 including benefits
• Office + warehouse space upfit	***Capital budget – est. $400,000***
• Utilities, operating costs	$80,000
• Continue median maintenance	$420,000

Options for Structure

Summary of Considerations

Option 1: Keep Current Structure with Added Resources

- Incremental change / lower startup costs
- Can be implemented most quickly
- Does not resolve accountability concerns

Option 2: New Department

- Vegetation under one umbrella with new leadership > clearer accountability
- Bigger implementation lift
- Shared responsibility for MS4 requirements

Augusta GEORGIA

RG Novello Inc.
General Contractor - FL, GA, NC, SC
Electrical Contractor- FL, GA, NC, SC
35 Rabbit Trail
Edgefield, SC 29824
Office (803) 844-8784 Cell (850) 519-3637

March 10, 2026

Ref: Bid Item #25-192 Augusta Commons – Electrical Improvements

Request for Increase to Contract Price.

Since July 2025 when we bid on the project, we have had an 8% increase in cost as of December 2025.

Since the contract was not executed within 90 days, we would like to increase the contract amount from $538,400.00 to $581,472.00.

From July to today's copper wire pricing the copper wire increased by 12% from when our bid was originally submitted.

Original Cost: $538,400.00

Increased Cost: 581,472.00

Kind Regards,

John G. Reinhardt

Vice President

Engineering Services Committee

Meeting Date: March 10, 2026

Geotechnical Testing (soils & materials testing) Services Contract 1-Year Extension

Department:	Augusta Utilities
Presenter:	Wes Byne
Caption:	Approve contract amendment to S&ME, Inc. for RFP Item #20-176 Geotechnical Testing Services one additional year with additional funding.
Background:	S&ME, Inc. has provided geotechnical testing services for AUD projects since the approved by the Commission on November 17, 2020. AUD seeks to extend this contract time to develop a new RFP for these services. Additionally, the department desires an increase in funds, adding $25,000.00, to accommodate upcoming canal and reservoir earthworks projects to ensure funding availability for contract period.
Analysis:	Augusta Utilities Department evaluated the S&ME, Inc. services and find them fair and reasonable to be continued for this additional timeframe.
Financial Impact:	Funds are available in account: G/L 507043490-5212999 and J/L 80199999-5212999.
Alternatives:	No alternatives are recommended.
Recommendation:	Augusta Utilities recommends approval of one year contract extension with additional funding to continue these services while allowing time to issue a new RFP.
Funds are available in the following accounts:	Funds are available in account: G/L 507043490-5212999 and J/L 80199999-5212999.
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Office of the Administrator

Odie Donald II, Administrator
Jarvis R. Sims, Deputy Administrator
Tony McDonald, Deputy Administrator

Ste. 910 - Municipal Building
535 Telfair Street – Augusta, GA.30901
(706) 821-2400 – Fax (706) 821-2819

REVISED
December 11, 2020

Mr. Allen Saxon
Utilities Interim Director
452 Walker Street
Augusta, GA 30901

Dear Allen:

At the regular meeting held Tuesday, November 17, 2020, the Augusta, Georgia Commission took action on the following:

32. Received as information: the update from the Utilities Department on the Sanitary Sewer Connection Program- areas serviced, scheduled areas, and future scheduled areas. (Deferred from the November 4, 2020 meeting; requested by Commissioner Bill Fennoy)

33. Approved motion to extend the purchase order (PO) to Duke's Root Control Bid 18-262 for the combined grease, odor management, and root control for mainline gravity sewer lines. (See attached minutes from November 17)

34. Approved a motion to increase funding for approved RFQ #18-263: Task Order Program (2018) for Utilities Department (AUD) in the amount of $6,000,000.00.

35. Approved award of Bid Item #20-240 to Gearig Civil Works, LLC to construct the Fort Gordon Cyber CoE Campus Utilities Project D1 (MCA-1) under the Task Order Program RFQ #18-263 in the amount of $1,677,089.41.

36. Approved awarding contract to S&ME, Inc. for RFP Item #20- 176 Geotechnical Testing Services. (See attached minutes from November 17)

45. Approved awarding contract to Cranston Engineering Group, PC for RFP Item #20-260 NPDES Storm Water Monitoring and Inspections in the amount of $122,800.00.

If you have any questions, let me know.

In service,

Odie Donald II
Administrator

PROFESSIONAL CONTRACT CHANGE ORDER

CO NUMBER	01
BID ITEM	20-176
DATE	2/27/2026

PROJECT TITLE Geotechnical Testing Services

ORIGINAL CONTRACT DATE 11/17/2020 **PROJECT NUMBER** AUD 2020-036

OWNER AUGUSTA, GEORGIA **PO NUMBER** 21UTI085

The following change is hereby made to the contract for the above project:

Description of Change (for a more detailed description see attached proposal):
Augusta Utilities seeks to extend the contract for 1 more year for geotechnical and soil testing services as we have ongoing projects requiring these services while we pursue an developing a new revised RFP. We seek an increase in funds to accommodate prospective projects to assure funding to end of contract period.

PAYEE		S&ME, Inc.
TOTAL AMOUNT OF THIS CHANGE ORDEF	$	25,000.00

The Contract expiration date will be extended to November 17, 2026

ORIGINAL CONTRACT AMOUNT	$	74,022.50
PREVIOUS CHANGE ORDER (INCREASE)	$	
THIS CHANGE ORDER (INCREASE)	$	25,000.00
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER	$	99,022.50

FUNDING NUMBER/ACCOUNT NUMBER 507043490 5212999

5212999

PROPOSED BY: _____ DATE: 2/27/26
CONSULTANT

REQUESTED BY: _____ DATE: 2.27.2026
AUD PROJECT MANAGER

SUBMITTED BY: _____ DATE: 27 Feb 26
DEPARTMENT HEAD

FINANCE ENDORSEMENT: _____ DATE: _____
COMPTROLLER

RECOMMENDED BY: _____ DATE: _____
ADMINISTRATOR

APPROVED BY: _____ DATE: _____
MAYOR

February 27, 2026

Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

Attention: Mr. Wes Byne

Reference: Professional Contract Change Order, CO 01

Dear Mr. Byne:

Since 2021, S&ME has been providing professional engineering and design services including geotechnical explorations, dewatering recommendations, and on-call construction materials testing for earthwork, concrete, and asphalt. During this time we have serviced over 160 projects involving hundreds of visits ranging from one-day emergency requests to testing over a period of weeks. S&ME maintains the most accredited lab in the CSRA, with both AASHTO and U.S. Army Corps of Engineers accreditation, and is staffed by professional engineers and technicians certified by ACI, ICC, and other organizations for specialized testing. We look forward to continuing our relationship with the Augusta Utilities Department for the requested one-year contract extension and for future contracts.

Sincerely,

S&ME, Inc.

Bryan Priebe
Services Manager II
Registration No. PE049595

Matt Cooke, P.G., P.E. (SC)
Office Principal

2026 S&ME UNIT RATE FEE SCHEDULE
CONSTRUCTION TESTING SERVICES
Augusta, GA

PROFESSIONAL SERVICES

1	Staff Professional (P1), regular time, per hour	$ 120.00
2	Staff Professional (P2), regular time, per hour	$ 135.00
3	Project Professional (P3), regular time, per hour	$ 155.00
4	Project Engineer (P4), regular time, per hour	$ 185.00
5	Senior Engineer (P5), regular time, per hour	$ 225.00
6	Principal Engineer (P6), regular time, per hour	$ 255.00
7	Project Administrator (PA3), regular time, per hour	$ 85.00

TECHNICIAN SERVICES

1	Engineering Technician (T-1), regular time, per hour	$ 75.00
2	Engineering Technician (T-2), regular time, per hour	$ 85.00
3	Engineering Technician / Special Inspector (T-3), regular time, per hour	$ 95.00
4	Senior Engineering Technician / Special Inspector (T-4), regular time, per hour	$ 110.00
5	Senior Engineering Technician / Special Inspector / Chapter 1 Inspector (T-5), regular time, per hour	$ 125.00
6	Erosion Control Inspector (ERI), regular time, per hour	$ 80.00
7	NDE Technician - 3 CSI, UT or RT Level II (MT2) regular time, per hour	$ 115.00
8	NDE Technician - Senior Technician or Project Lead (MT4) regular time, per hour	$ 135.00
9	Mileage, per mile	$ 0.90

MATERIAL TESTING SERVICES

1	Soil Standard Proctor Lab Compaction Test (ASTM D698), each	$ 215.00
2	Soil Modified Proctor Lab Compaction Test (ASTM D1557), each	$ 250.00
3	Proctor Lab Correction for Oversize Particles (ASTM D4718), each	$ 120.00
4	Aggregate Standard Proctor Lab Compaction Test (w/o Oversize Correction), (ASTM D698), each	$ 265.00
5	Aggregate Modified Proctor Lab Compaction Test (w/o Oversize Correction) (ASTM D1557), each	$ 290.00
6	ABC/Crusher Run/Coarse Aggregate Sieve Analysis (ASTM C136), each	$ 185.00
7	Soil/Aggregate Sieve Analysis w/ #200 Wash (No Hydrometer) (ASTM D422, AASHTO T88), each	$ 105.00
8	Soil Sieve Analysis w/ Hydrometer (ASTM D422, AASHTO T88), each	$ 195.00
9	Atterberg Limits Test (ASTM 4318), each	$ 115.00
10	Natural Moisture Content Test (ASTM D2216), each	$ 25.00
11	Soil Organic Content (Including Moisture Content), (ASTM D2974), each	$ 135.00
12	Compressive Strength Testing of Concrete Cylinder (ASTM C39), each	$ 28.00
13	Compressive Strength of Grout Prism (ASTM C1019), each	$ 45.00
14	Compressive Strength of Cement/Mortar Cube (ASTM C109), each	$ 30.00
15	Flexural Strength of Concrete Beam (ASTM C78), each	$ 60.00
16	Compressive Strength Testing of Concrete Cylinder, made by others (ASTM C39), each	$ 50.00

MISCELLANEOUS EQUIPMENT

1	Nuclear Density Gauge, per day	$ 50.00
2	Floor Flatness Equipment, per day	$ 250.00
3	NDE - SKIDMORE WILHELM GAUGE (BOLT TENSION), per day	$ 250.00
4	Ultrasonic Testing Equipment, per day	$ 250.00
5	Coring - Daily Charge, per day	$ 300.00
6	Turbidity Meter	$ 55.00
7	Concrete/Asphalt Patching	$ 60.00

Note:

A. Overtime rates will be 1.5 times the regular rate indicated for labor and outside the hours of 7 am to 5 pm.
B. Overtime includes all time in excess of 8 hours per day, 40 hours per week, Saturdays, Sundays & Holidays.
C. All travel time and mileage is billed portal to portal from our Augusta, GA office.
D. Other Direct or Subcontractor/Subconsultant Costs = Cost + 15%

Engineering Services Committee

Meeting Date: March 10, 2026

NPDES Storm Water Monitoring & Inspections Contract 1-Year Extension

Department:	Augusta Utilities
Presenter:	Wes Byne
Caption:	Approve contract amendment to Cranston Engineering Group, PC for RFP Item #20-260 NPDES Storm Water Monitoring and Inspections for one (1) additional year.
Background:	Cranston Engineering Group, P.C. has managed the project since approved by the Commission on November 17th, 2020. The purpose of this contract is to ensure compliance with the National Pollutant Discharge Elimination System (NPDES) permit requirements, including storm water monitoring, inspections, reporting, and related regulatory documentation for Augusta Utilities Department projects. AUD seeks to extend this contract time to develop a new RFP for these services. More than 80% of the originally allocated funds remain unexpended therefore this is a zero-cost time extension only.
Analysis:	Augusta Utilities Department evaluated Cranston's services and find them fair and reasonable to be continued for this additional timeframe.
Financial Impact:	Funds were previously approved with remaining balance anticipated to complete this contract period in account: G/L 507043490-5212115 and J/L 81000010-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Augusta Utilities recommends approving the contract extension for 1 year to continue these services while allowing time to issue a new RFP.
Funds are available in the following accounts:	Funds are available in account: G/L 507043490-5212115 and J/L 81000010-5212115
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Office of the Administrator

Odie Donald II, Administrator
Jarvis R. Sims, Deputy Administrator
Tony McDonald, Deputy Administrator

Ste. 910 - Municipal Building
535 Telfair Street - Augusta, GA.30901
(706) 821-2400 - Fax (706) 821-2819

REVISED

December 9, 2020

Mr. Allen Saxon
Utilities Interim Director
452 Walker Street
Augusta, GA 30901

Dear Allen:

At the regular meeting held Tuesday, November 17, 2020, the Augusta, Georgia Commission took action on the following:

32. Received as information: the update from the Utilities Department on the Sanitary Sewer Connection Program- areas serviced, scheduled areas, and future scheduled areas. (Deferred from the November 4, 2020 meeting; requested by Commissioner Bill Fennoy)

33. Approved motion to extend the purchase order (PO) to Duke's Root Control Bid 18-262 for the combined grease, odor management, and root control for mainline gravity sewer lines. (See attached minutes from November 17)

34. Approved a motion to increase funding for approved RFQ #18-263: Task Order Program (2018) for Utilities Department (AUD) in the amount of $6,000,000.00.

35. Approved award of Bid Item #20-240 to Gearig Civil Works, LLC to construct the Fort Gordon Cyber CoE Campus Utilities Project D1 (MCA-1) under the Task Order Program RFQ #18-263 in the amount of $1,677,089.41.

45. Approved awarding contract to Cranston Engineering Group, PC for RFP Item #20-260 NPDES Storm Water Monitoring and Inspections in the amount of $122,800.00.

If you have any questions, let me know.

In service,

Odie Donald II
Administrator

PROFESSIONAL CONTRACT CHANGE ORDER

CO NUMBER	1
BID ITEM	RFP #20-260
DATE	2/27/2026

PROJECT TITLE NPDES Storm Water Monitoring & Inspections

ORIGINAL CONTRACT DATE 11/17/2020 **PROJECT NUMBER** AUD 2020-037

OWNER AUGUSTA, GEORGIA **PO NUMBER**

The following change is hereby made to the contract for the above project:

Description of Change (for a more detailed description see attached proposal):
Augusta Utilities Department seeks to extend the contract term for 1 additional year for the NPDES Storm Water Monitoring & Inspections Contract

PAYEE		Cranston Engineering Group, P.C.
TOTAL AMOUNT OF THIS CHANGE ORDER	$	0.00

The Contract expiration date will be extended to November 17, 2026

ORIGINAL CONTRACT AMOUNT	$	122,800.00
PREVIOUS CHANGE ORDER (INCREASE)	$	N/A
THIS CHANGE ORDER (INCREASE)	$	0.00
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER	$	122,800.00

FUNDING NUMBER/ACCOUNT NUMBER N/A

PROPOSED BY: _____ DATE: 2/27/2026
CONSULTANT

REQUESTED BY: _____ DATE: 2/27/2026
AUD PROJECT MANAGER

SUBMITTED BY: _____ DATE: 27 Feb 26
DEPARTMENT HEAD

FINANCE ENDORSEMENT: _____ DATE: _____
COMPTROLLER

RECOMMENDED BY: _____ DATE: _____
ADMINISTRATOR

APPROVED BY: _____ DATE: _____
MAYOR

Engineering Services Committee Meeting

Meeting Date: March 10, 2026

GDOT Standard Utility Agreement

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	GDOT Standard Utility Agreement
Background:	During the development of Weatherstone Townhomes and the mixed used area, off Gordon Highway, it was discovered that Cyber Development would need to deed GDOT some additional right-of-way abutting Gordon Highway for turning lanes going into the complex.
Analysis:	Augusta has critical infrastructure, in the form of a water pipe that feeds both the medical prison and Fort Gordon, within the required new right-of-way. It may become necessary, in the future, for the pipeline to be relocated. This agreement with GDOT calls states that GDOT will be responsible for the costs of relocating the pipeline, should the need arise.
Financial Impact:	None
Alternatives:	Disapprove the GDOT Standard Utility Agreement.
Recommendation:	Approve and accept the GDOT Standard Utility Agreement.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Account No. – Class: 733005 – 309
Department ID: 4848010000
Program No.: 4181401

STANDARD UTILITY AGREEMENT
EASEMENT LIMITED AGREEMENT

LOCAL AGENCY: **Augusta, Georgia**
ADDRESS: **535 Telfair Street,**
Augusta, Georgia 30901
TAX PARCEL ID NO.: **2 TRACT 1; 2TRACT 2 & 3**

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and Augusta, Georgia hereinafter called the LOCAL AGENCY, second party.

W I T N E S S E T H:

WHEREAS, a third-party, Cyber Development, LLC, in connection with the development of an adjacent parcel, donated property to the DEPARTMENT along Gordon Hwy/SR 10 in Richmond County, Georgia; and

WHEREAS, the LOCAL AGENCY has existing property interests located along **Gordon HWY/SR 10 / Parcel 2 Tract 1 (0.016 acres); Parcel 2 Tract 2 (0.019) and Parcel 3 (0.839)** with property interests located upon a right-of-way or easement with rights to install, operate and maintain such facilities thereon; and

WHEREAS, the location of said right-of-way or easement is shown on the attached plat. The existing facilities are not currently in conflict with the highway; however, if they are later found to be in conflict, they will be relocated or adjusted, if necessary, to accommodate the highway and/or future proposed highway construction; and

WHEREAS, the DEPARTMENT and the LOCAL AGENCY desire to enter into an agreement relative to the encroachment of the easement upon which the facilities are located on the right-of-way.

NOW, THEREFORE, in consideration of One & No/100 Dollars ($1.00) in hand paid and other valuable considerations received by the LOCAL AGENCY and further in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is hereby agreed:

1. The LOCAL AGENCY relinquishes and grants to the DEPARTMENT all its existing property interests at the locations shown on the attached plat and grants to the DEPARTMENT the right to construct, operate and maintain the above referenced highway across the LOCAL AGENCY 'S right-of-way or easement under the terms and conditions as herein stated.

STANDARD UTILITY AGREEMENT
EASEMENT LIMITED AGREEMENT

2. The DEPARTMENT agrees to obtain all necessary rights from the owners of the lands crossed by the LOCAL AGENCY 'S rights-of-way or easement located within the limits of the right-of-way acquired by the DEPARTMENT

3. The LOCAL AGENCY agrees to relocate or adjust existing LOCAL AGENCY facilities if later found in conflict with the highway and/or any future highway construction projects. All costs incurred by the LOCAL AGENCY related to such relocation or adjustment of its existing facilities shall be reimbursed through a separate agreement by the DEPARTMENT in accordance with Federal and State laws. Comparable pre-existing ingress and egress to LOCAL AGENCY property rights and facilities will be provided to the LOCAL AGENCY at DEPARTMENT expense. LOCAL AGENCY retains fully adequate right of ingress and egress to LOCAL AGENCY property rights and facilities.

4. The LOCAL AGENCY retains the right to operate and maintain existing facilities and to install, operate and maintain new facilities as required, except that the future installation, operation and maintenance of the LOCAL AGENCY 'S facilities shall be in accord with the Utility Accommodation Policy and Standards Manual, current edition, issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. It is agreed that the LOCAL AGENCY has the right now and in the future to install, operate and maintain its facilities over that portion of said highway within the acquired right-of-way.

5. The DEPARTMENT agrees to notify the LOCAL AGENCY when a highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The LOCAL AGENCY agrees to plan with the DEPARTMENT'S Contractor a schedule of operations which will clearly set forth at which stage of the Contractor's operations the LOCAL AGENCY will relocate or adjust its facilities, if necessary.

6. This Agreement contains the entire agreement of the parties hereto, and no representation, inducements, promises or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon the parties hereto unless such amendment is in writing and executed by both parties hereto. The provision of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. This Agreement shall be construed and interpreted under the laws of the State of Georgia. Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.

7. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

STANDARD UTILITY AGREEMENT
EASEMENT LIMITED AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

AUGUSTA, GEORGIA

_____
CHAIRMAN

I attest to the genuineness of the LOCAL AGENCY Seal and I further attest that the above named Officer is duly authorized to execute this document.

****

FEIN_____ BY: _____

****

SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

ACCEPTED:

PROJECT Nos.: N/A
COUNTY: Richmond
P.I. Nos.: A-245-011828-2
DATE: October 8, 2025, FB

DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

(OFFICIAL SEAL OF THE DEPARTMENT)

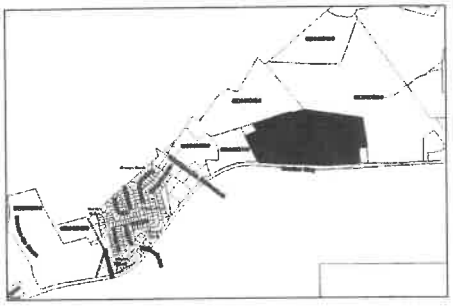
I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

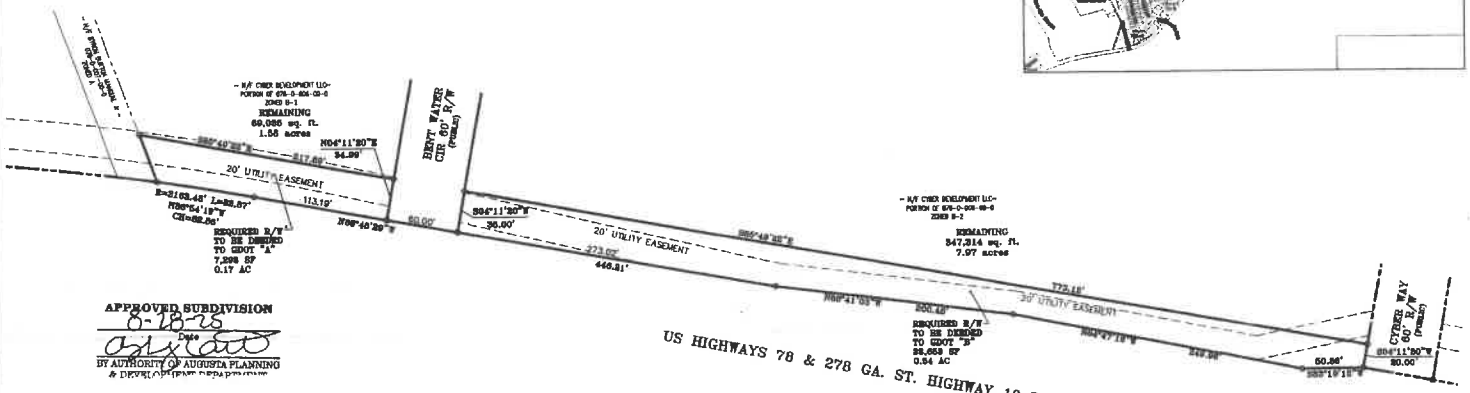
BY: _____
TREASURER
(OFFICIAL CUSTODIAN OF THE SEAL)

D: PLAT B: 21 P: 18
Recorded: 08/30/2025 04:34 PM
Doc # 2025026344 Pages: 1 Fees: $10.00
Hettie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA

NOTES:

1. THIS SURVEY WAS PERFORMED WITH A 5" THEODOLITE, E.D.M. AND A 200' STEEL TAPE ON 7/15/24.
2. THIS SURVEY HAS A FIELD CLOSURE THAT EXCEEDS 1 PART IN 10,000. 5" PER ANGLE. COMPASS RULE ADJUSTED.
3. PLAT CLOSURE: 1 PART IN 516,976.
4. MINIMUM LENGTH OF 5/8RBS AT PROPERTY CORNERS WILL BE 18".
5. THIS PROPERTY IS NOT WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP PANEL No. 13245C0085G, DATED 11/15/18.
6. REF FINAL PLAT FOR WEATHERSTONE TOWNHOMES, BY JAMES G SWIFT AND ASSOCIATES, DATED 7/16/24.





APPROVED SUBDIVISION
8-18-25
Date
BY AUTHORITY OF AUGUSTA PLANNING & DEVELOPMENT DEPARTMENT

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 evidenced by approval certificates, signatures, stamps, or statements hereon. 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 rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER AS TO INTENDED USE OF ANY PARCEL. THE REGISTERED LAND SURVEYOR FURTHER CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE GEORGIA SUPERIOR COURT CLERKS' COOPERATIVE AUTHORITY. THE APPROVAL SIGNATURE(s) ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

3/12/25
G.F. "BO" SLAUGHTER GEORGIA REGISTERED LAND SURVEYOR 2614 — DATE
PARTICIPANT I.D. 4158728943

SURVEYORS CERTIFICATION
AS REQUIRED BY SUBSECTION (c) SECTION 15-6-67, THE REGISTERED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAT, OR PLAN HAS BEEN APPROVED FOR FILING IN THE WRITING BY ANY AND ALL APPLICABLE MUNICIPAL-COUNTY PLANNING COMMISSIONS OR MUNICIPAL OR COUNTY GOVERNING AUTHORITIES OR THAT SUCH GOVERNMENTAL BODIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

3/12/25
G.F. "BO" SLAUGHTER GEORGIA REGISTERED LAND SURVEYOR 2614 — DATE

NOTE:
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

GEORGIA PROFESSIONAL No. 2614 LAND SURVEYOR G.F. "BO" SLAUGHTER

NORTH

A
RIGHT OF WAY PLAT
FOR
CYBER DEVELOPMENT LLC
PROPERTY LOCATED AT 2933 GORDON HWY
AUGUSTA, GEORGIA
SCALE: 1" = 60' — FEBRUARY 21, 2025
60' 0 60'

PREPARED BY:
JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 INTERSTATE PARKWAY – AUGUSTA, GA. – 30909
Phone: (706) 868-8803

19-380-001-PL

D: DEED B: 1779 P: 621
05/07/2021 10:50 AM
Doc # 2021015985 Pages: 4 Rec Fees: $25.00
Transfer Tax: $0.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant IDs: 0747371193,

RETURN TO
William A. Trotter III
TROTTER JONES LLP
3527 Walton Way Ext.
Augusta, Georgia 30909
Phone: (706) 737-3133
File No.: 0632

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into this 30th day of April, 2021 between RONALD WILLIAM POWELL, hereinafter called the Grantor, and CYBER DEVELOPMENT, LLC, hereinafter called Grantee.

WITNESSETH:

That the said Grantor for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, in hand well and truly paid by the said Grantee, the receipt and adequacy of which is hereby acknowledged has bargained, granted, sold, aliened, conveyed, and confirmed, and by these presents does bargain, grant, sell, alien, convey and confirm unto the said Grantee, his successors and assigns, the Property described on Exhibit A subject to the Permitted Exception listed on Exhibit B.

Together with all and singular the rights, ways, easements, members, privileges and appurtenances to the Property, being, belonging, or in any way appertaining, and the rents, reversions, issues and profits thereof and of every part thereof.

To Have and To Hold the Property, and all and singular said rights and privileges, unto the said Grantee, in FEE SIMPLE forever.

And the said Grantor shall and will warrant and forever defend by virtue of these presents, the Property unto the said Grantee against the Grantor, and all and every other person or persons, claiming under Grantor.

IN WITNESS WHEREOF, the said Grantor has affixed his hand and seal hereto the day and year first above written.

Signed, sealed and delivered
in the presence of:

Plain Witness

Notary Public, State of Georgia

My Commission Expires: 08/19/25

Sankat Tramannagari
NOTARY PUBLIC
Columbia County, GEORGIA
My Commission Expires 08/19/2025

(L.S.)
RONALD WILLIAM POWELL

GEORGIA DEPARTMENT OF TRANSPORTATION
P.O. BOX #8, TENNILLE, GEORGIA 31089
RIGHT OF WAY DEED Attn. Pat Boatright

REALTY REEL #484

RICHMOND COUNTY, GA.
CLERK, SUPERIOR COURT
FILED FOR RECORD

GEORGIA, RICHMOND COUNTY

95 FEB 28 PM 1:09

ELAINE C. JOHNSON
CLERK OF SUPERIOR COURT

REEL 484 PAGE 792
PROJECT NO. STP-004-2(35)
P.I. NO. 221532

THIS CONVEYANCE made and executed the 28th day of February, 1995.

WITNESSETH THAT: VIRGINIA ROLLINS HAY, the undersigned (hereinafter referred to as GRANTOR) is the owner of a tract of land in RICHMOND County through which the GORDON HIGHWAY WIDENING, known as Project # STP-004-2(35), has been laid out by the Department of Transportation being more particularly described in a map and drawing of said road in the office of the Department of Transportation, No. 2 Capitol Square, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot NA of the NA Land District and/or 84 Georgia Militia District of RICHMOND County, Georgia, and being more particularly described on Exhibit A attached hereto and made a part hereof by this reference.

Said right of way is hereby conveyed, consisting of 0.035 acres, more or less, as shown colored yellow on the plat of the property prepared by the Department of Transportation, dated MARCH 4, 1994; REVISED JANUARY 3, 1995, said plat attached hereto and made a part of this deed as Exhibit B.

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the Department of Transportation.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Department of Transportation.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered this 28th day of February, 19 95, in the presence of:

Virginia Rollins Hay (L.S.)
VIRGINIA ROLLINS HAY

(L.S.)

(L.S.)

Witness

Notary Public
Notary Public, Washington County, Ga.
My Commission Expires Aug. 14, 1998.

RICHMOND COUNTY, GEORGIA
Real Estate Transfer Tax
Paid $ NO TAX DUE
Date 2-28-95
Elaine C. Johnson
Clerk of Superior Court

Parcel No. TRACTS 1 & 2

ORIGINAL REEL RECORDED
REEL 484 PAGE 792
WIP ID: 214952

DOT 118/REV. 08-90

REALTY
REEL
#484

REEL 484 PAGE 793

EXHIBIT A

PROJECT NO.: STP-004-2(35) RICHMOND County
P. I. NO.: 221532
PARCEL NO.: 2 TRACT 1
TAKE: 0.016 acres
DATE OF R/W PLANS: MARCH 4, 1994
REVISION DATE: JANUARY 3, 1995

All that tract or parcel of land lying and being in Land Lot NA of the NA Land District and the 84 Georgia Militia District of RICHMOND County, Georgia, being more particularly described as follows:

Beginning at a point 80.0000 feet Left of and opposite Station 515+59.8384 on the construction centerline of GORDON HIGHWAY WIDENING on Georgia Highway Project No. STP-004-2(35)
From a Point Beginning on a curve,
said curve having central angle 001-28'59", radius 1496.8253 feet, chord bearing S 86-16'30.4"E, and chord distance 38.7395 feet. Along the said curve for an arc distance of 38.7406 feet to the end of the curve.
Thence S 85-32'01.1"E for 84.0279 feet to a point on the boundary.
Thence N 26-00'00.9"W for 12.3394 feet to the beginning of a curve,
said curve having central angle 003-05'51", radius 2163.4829 feet, chord bearing S 89-01'40.1"W, and chord distance 116.9446 feet. Along the said curve for an arc distance of 116.9588 feet to the end of the curve.
and the Point of Beginning.
Containing 0.016 acres

ALSO granted is the right to construct and maintain over and upon my land any embankments, cuts and slopes as may be deemed proper by the Georgia Department of Transportation to support or accomodate the improvement of said road within the easement area shown colored orange on the above mentioned plat.

REALTY
REEL
#484

EXHIBIT A

PROJECT NO.: STP-004-3(35) RICHMOND County
P. I. NO.: 221532
PARCEL NO.: 2 TRACT 2
TAKE: 0.019 acres
DATE OF R/W PLANS: MARCH 4, 1995
REVISION DATE: JANUARY 3, 1995

All that tract or parcel of land lying and being in Land Lot NA of the NA Land District and the 84 Georgia Militia District of RICHMOND County, Georgia, being more particularly described as follows:

Beginning at a point 100.000 feet Left of and opposite Station 512+55.0000 on the construction centerline of GORDON HIGHWAY WIDENING on Georgia Highway Project No. STP-004-3(35) From a Point Beginning on a curve, said curve having central angle 002-00'22", radius 1496.8253 feet, chord bearing N 81-46'39.6"E, and chord distance 52.4083 feet. Along the said curve for an arc distance of 52.4110 feet to the end of the curve.
Thence N 09-31'44"W for 16.829 feet to a point on the boundary.
Thence S 79-47'01"W for 52.759 feet to a point on the boundary.
Thence S 10-54'14"E for 15.005 feet to the Point of Beginning.
Containing 0.019 acres

ALSO granted is the right to construct and maintain over and upon my land any embankments, cuts and slopes as may be deemed proper by the Georgia Department of Transportation to support or accomodate the improvement of said road within the easement area shown colored orange on the above mentioned plat.

REALTY REEL #484

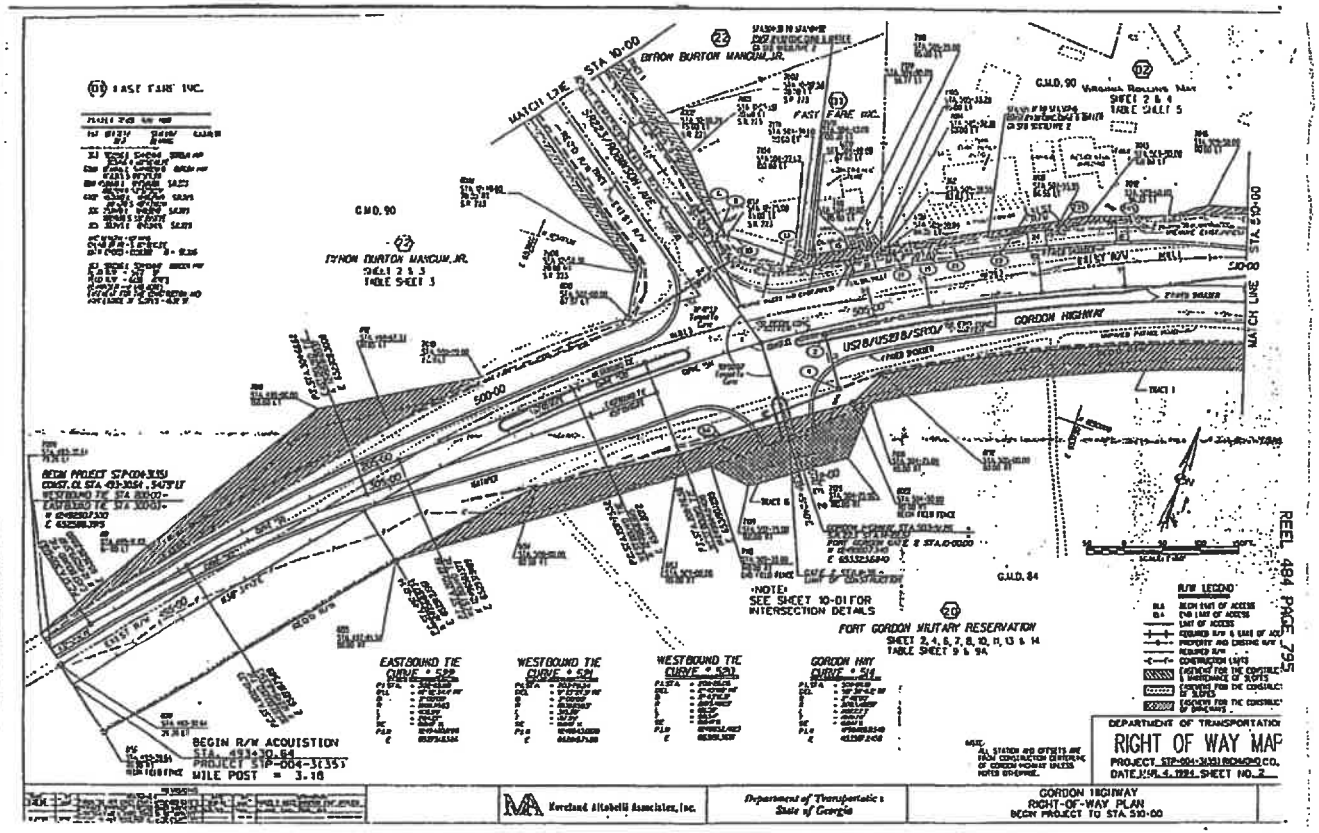
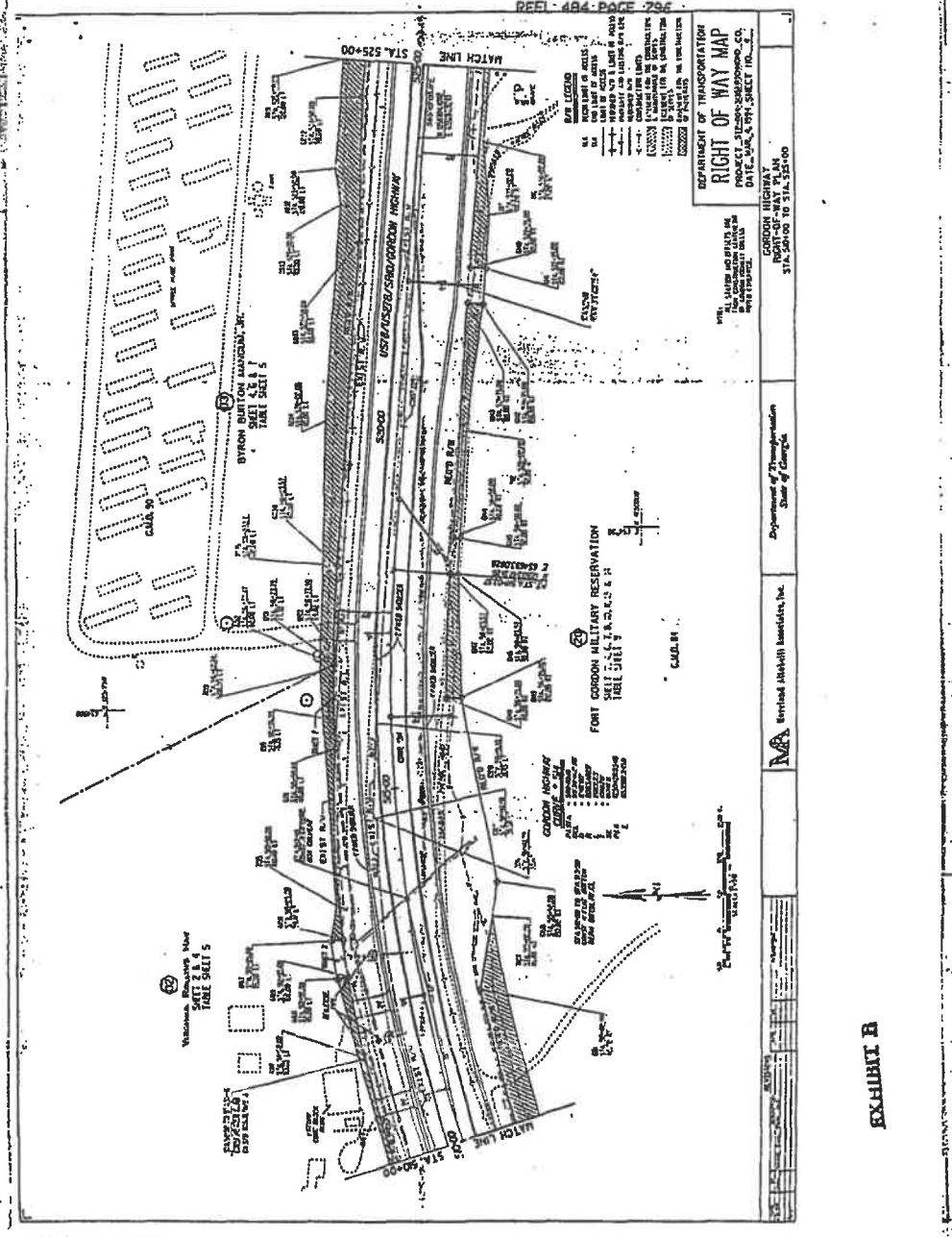


EXHIBIT B

REEL 484 PAGE 795

REALTY
REEL
#484

REEL 484 PAGE 296



REALTY
REEL
#484

REEL 484 PAGE 797

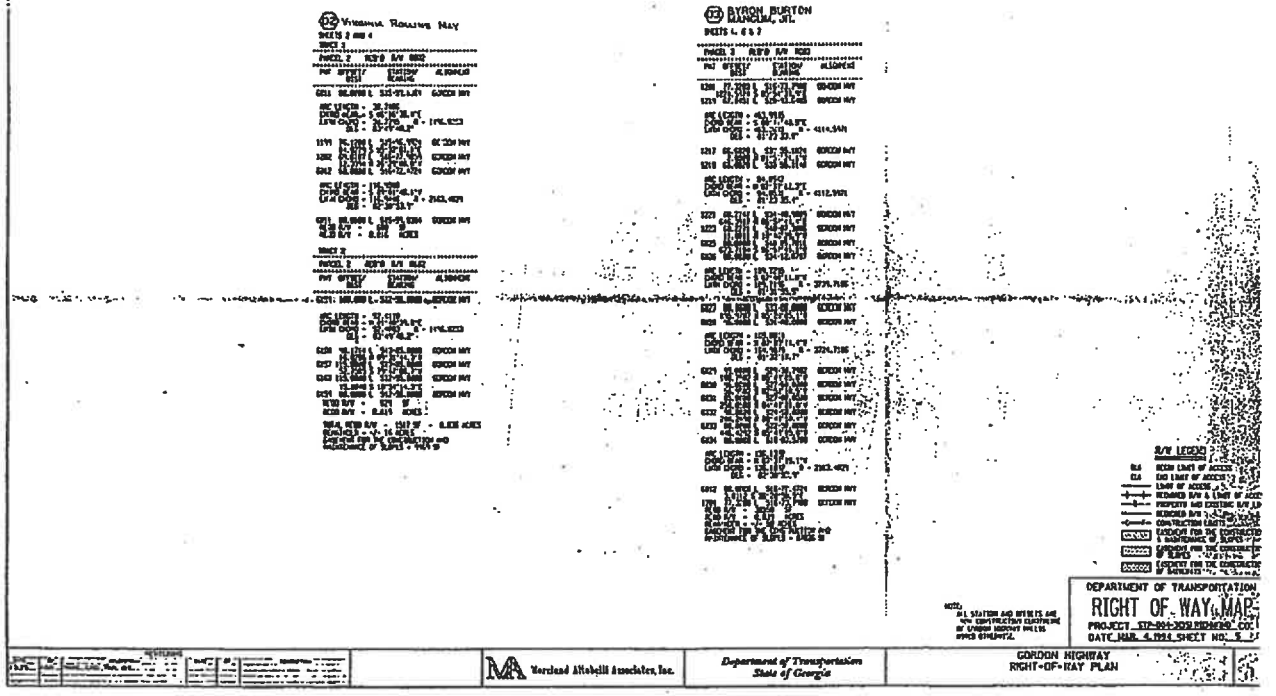


EXHIBIT B

GA, RICHMOND COUNTY CLERK SUPERIOR COURT
FILED FOR RECORD 28 FEB 1995 AT 01:05PM
RECORDED 28 FEB 1995

REEL 606 PAGE 428

Return to:
Carl P. Dowling
1510 First Union Bank Bldg
699 Broad St.
Augusta, GA 30910

DEPARTMENT OF TRANSPORTATION
P.O. BOX 8 TENNILLE, GA 31089
RIGHT OF WAY DEED

DOT 118
08/90

GEORGIA, RICHMOND COUNTY

PROJECT NO. STP-004-3(35)
P.I. NO. 221532

THIS CONVEYANCE made and executed the 18 day of June, 19 98.

WITNESSETH that BYRON BURTON MANGUM, JR., the undersigned, (hereinafter referred to as 'Grantor'), is the owner of a tract of land in RICHMOND County through which the GORDON HIGHWAY WIDENING, known as Project No. STP-004-3(35), has been laid out by the Department of Transportation being more particularly described in a map and drawing of said road in the office of the Department of Transportation, No. 2 Capitol Square, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot N/A of the N/A Land District and/or 90 Georgia Militia District of RICHMOND County, Georgia, and being more particularly described on Exhibit 'A' attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 0.839 acres, more or less, as shown colored yellow on the plat of the property prepared by the Department of Transportation, dated MARCH 4, 1994; revised MARCH 25, 1998, said plat attached hereto and made a part of this deed as Exhibit 'B'.

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the Department of Transportation.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Department of Transportation. Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this 18 day of June,
19 98, in the presence of:

Witness

Notary Public
NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA
MY COMMISSION EXPIRES DECEMBER 30, 1998

BYRON BURTON MANGUM, JR. (L.S.)

(L.S.)

(L.S.)

(L.S.)

Parcel No. 3

RICHMOND COUNTY, GEORGIA
Real Estate Transfer Tax
Paid: EXEMPT
Date 7-6-98
Elaine C. Johnson
Elaine C. Johnson
Clerk of Superior Court

ORIGINAL REEL RECORDED
REEL 606 PAGE 428
MIP ID: 366242

REEL 606 PAGE 429

EXHIBIT A
PROJECT NO.: STP-004-3(35) RICHMOND County
P. I. NO.: 221532
PARCEL NO.: 3
TAKE: 0.839 acres
DATE OF R/W PLANS: MARCH 4, 1994
REVISION DATE: MARCH 25, 1998

All that tract or parcel of land lying and being in Land Lot N/A of the N/A Land District and the 90 Georgia Militia District of RICHMOND County, Georgia, being more particularly described as follows:

Beginning at a point 77.3189 feet LEFT of and opposite Station 516+73.7932 on the construction centerline of GORDON HIGHWAY WIDENING on Georgia Highway Project No. STP-004-3(35)
From the Point of Beginning.
Thence S 85o32'01" E for 1224.5974 feet to the beginning of a curve, said curve having central angle -6^37'12'', radius 4114.5971 feet, chord bearing S 88o41'40" E, and chord distance 453.7633 feet. Along the said curve for an arc distance of 453.9935 feet to the end of the curve.
Thence N 1o51'24" W for 2.000 feet to the beginning of a curve, said curve having central angle -1^14'16'', radius 4112.5971 feet, chord bearing N 87o33'32" E, and chord distance 84.8531 feet. Along the said curve for an arc distance of 84.8547 feet to the end of the curve.
Thence N 86o57'44" E for 646.3917 feet to a point on the boundary.
Thence N 10o46'28" W for 11.8811 feet to a point on the boundary.
Thence S 86o57'45" W for 673.7104 feet to the beginning of a curve, said curve having central angle 1^45'37'', radius 3739.7186 feet, chord bearing S 87o48'11" W, and chord distance 109.7196 feet. Along the said curve for an arc distance of 109.7235 feet to the end of the curve.
Thence N 85o28'05" W for 195.9707 feet to the beginning of a curve, said curve having central angle 2^39'28'', radius 3724.7186 feet, chord bearing N 87o05'14" W, and chord distance 164.9879 feet. Along the said curve for an arc distance of 165.0014 feet to the end of the curve.
Thence N 85o49'06" W for 180.7902 feet to a point on the boundary.
Thence S 82o52'18" W for 50.9902 feet to a point on the boundary.
Thence N 84o40'21" W for 250.0500 feet to a point on the boundary.
Thence N 88o40'50" W for 200.2498 feet to a point on the boundary.
Thence N 85o49'06 W for 446.4292 feet to the beginning of a curve, said curve having central angle -3^46'31'', radius 2163.4829 feet, chord bearing N 87o37'15" W, and chord distance 136.1097 feet. Along the said curve for an arc distance of 136.1322 feet to the end of the curve.
Thence S 25o28'58" E for 3.0112 feet to the Point of Beginning.
Containing 0.839 acres more or less.

ALSO granted is the right to construct and maintain over and upon my land any embankments, cuts and slopes as may be deemed proper by the Georgia Department of Transportation to support or accommodate the improvement of said road within the area shown colored orange on the attached plat.

ALSO granted in consideration of the benefit to my property, is the right to enter upon my land for the purpose of constructing a driveway within the easement area shown colored pink on the above mentioned plat. Said easement will expire upon completion and final acceptance of said project by the Department of Transportation.

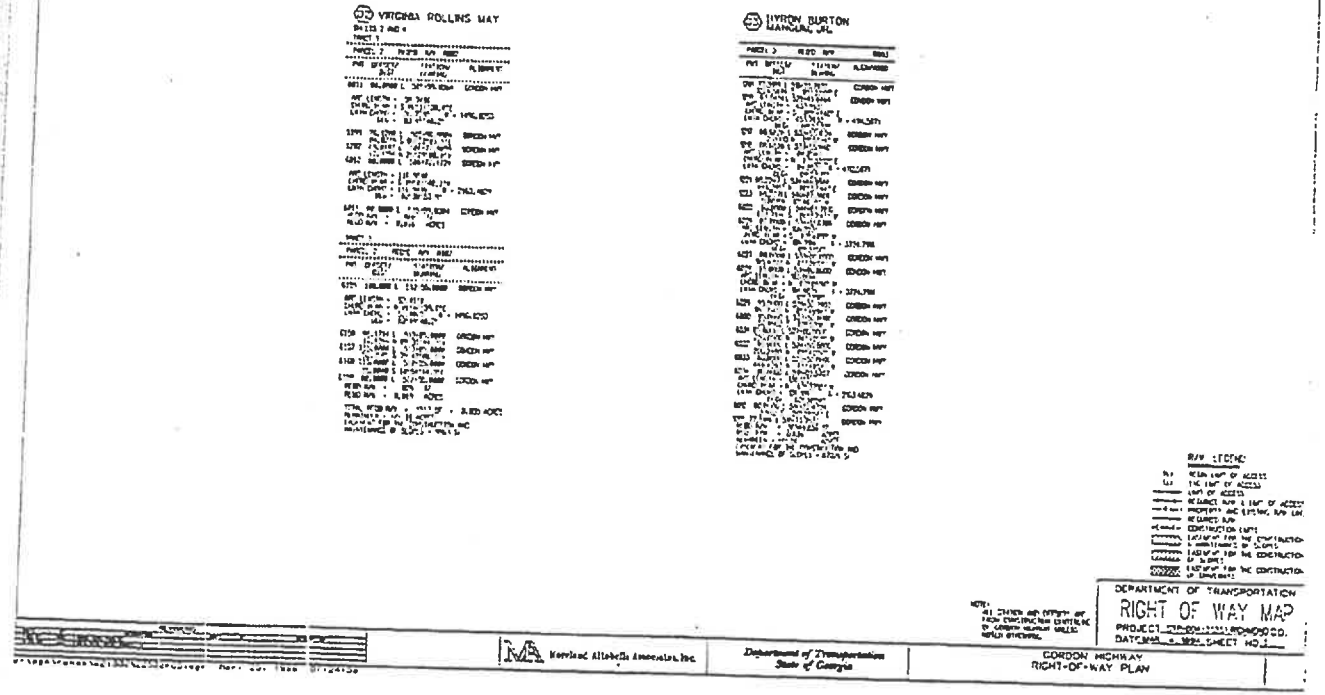

VIRGINIA ROLLINS MAY
BYRON BURTON
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
Kimley-Horn and Associates, Inc.
Department of Transportation
State of Georgia
GORDON HIGHWAY
RIGHT-OF-WAY PLAN

EXHIBIT B

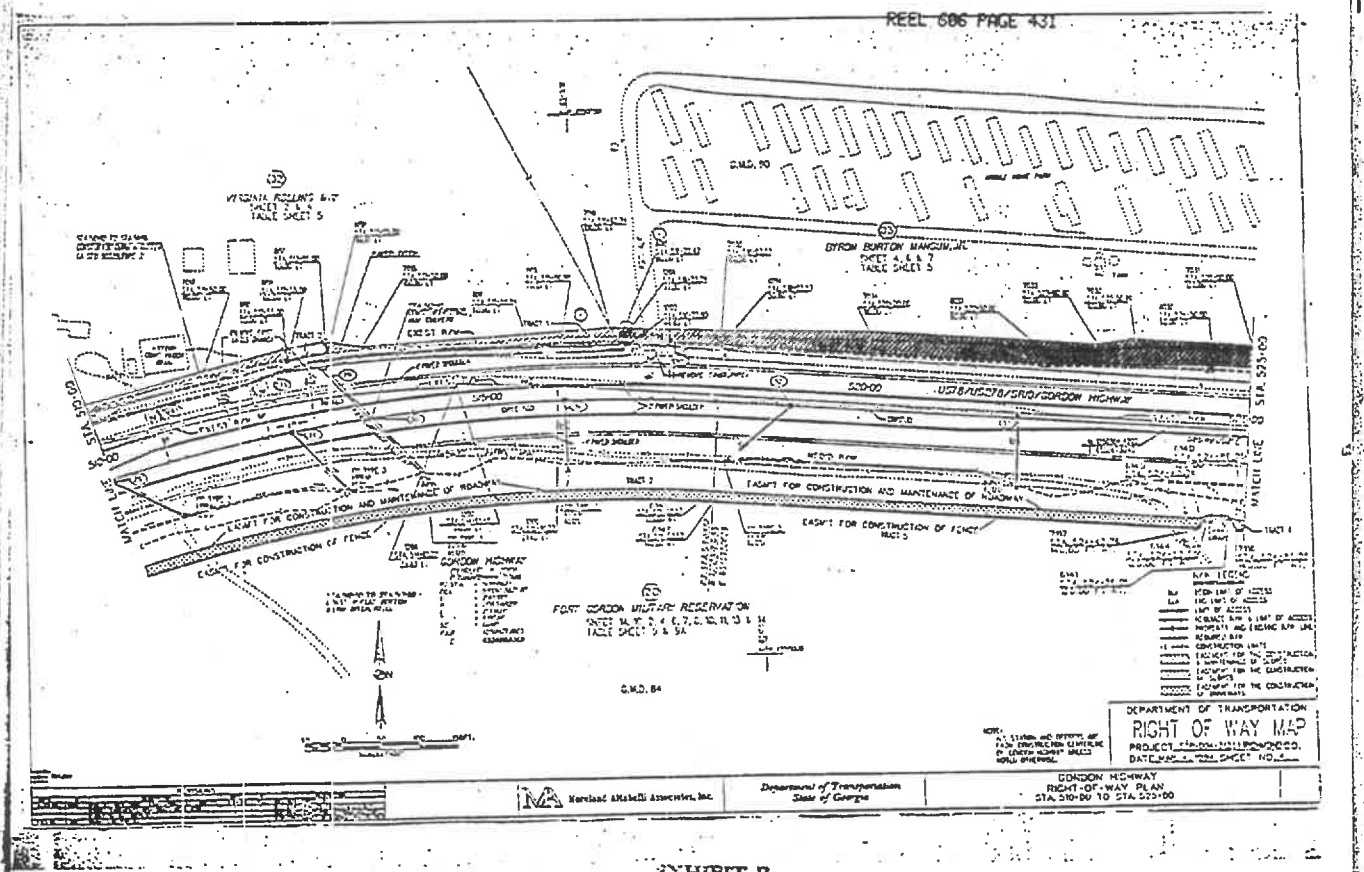

VIRGINIA ROLLINS ET AL
SHEET 4, 6 & 7
TABLE SHEET 5
BYRON BURTON MANGUM, JR.
SHEET 4, 6 & 7
TABLE SHEET 5
US 80/US 278/SR 9/GORDON HIGHWAY
EASMT FOR CONSTRUCTION AND MAINTENANCE OF ROADWAY
EASMT FOR CONSTRUCTION OF FENCE
GORDON HIGHWAY
FORT GORDON MILITARY RESERVATION
SHEET 5A, 6, 7, 8, 9, 10, 11, 12 & 13
TABLE SHEET 5 & 5A
G.M.D. 84
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
Kimley-Horn and Associates, Inc.
Department of Transportation
State of Georgia
GORDON HIGHWAY
RIGHT-OF-WAY PLAN
STA 510+00 TO STA 523+00

EXHIBIT B

REEL 686 PAGE 432

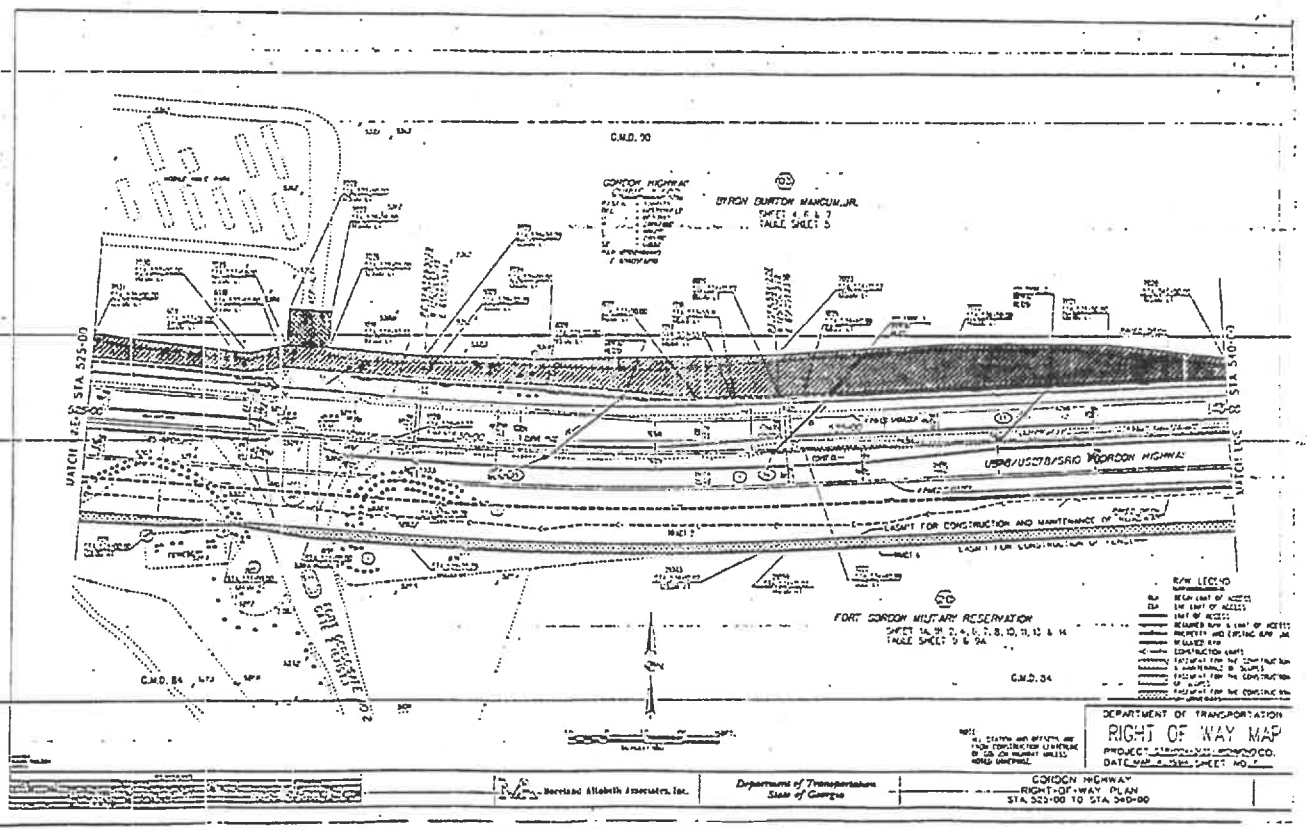


EXHIBIT B

REEL 686 PAGE 433

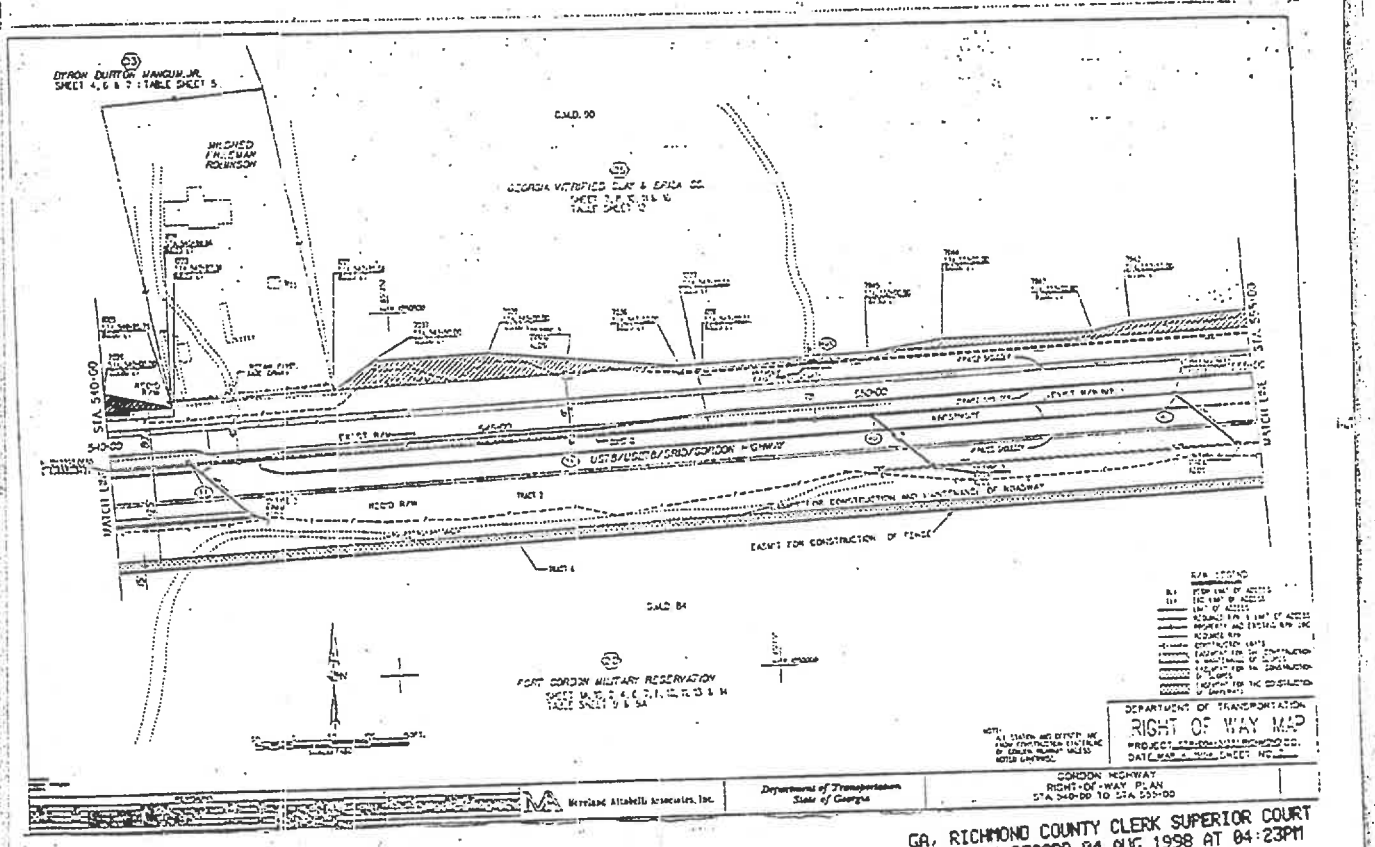


EXHIBIT B

GA, RICHMOND COUNTY CLERK SUPERIOR COURT
FILED FOR RECORD 04 AUG 1998 AT 04:23PM
RECORDED 04 AUG 1998

BENJAMIN F. MCELREATH
HULL BARRETT, PC
801 Broad Street, Floor 7
Augusta, Georgia 30901-1231
706.828.2042 File No. 10570-1706

D: DEED B: 1980 P: 827 RWD
08/22/2025 10:51 AM
Doc # 2025027695 Pages: 4 Rec Fees: $25.00
Transfer Tax: $0.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA

GEORGIA DEPARTMENT OF TRANSPORTATION
ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET N.W., ATLANTA GEORGIA 30306

RIGHT-OF-WAY DEED

GEORGIA, RICHMOND COUNTY

STATE ROUTE NO. 10
PERMIT NO. A-245-011828-2

THIS CONVEYANCE made and executed the 10th day of July, 2025.

WITNESSETH that CYBER DEVELOPMENT, LLC the undersigned (hereinafter referred to as "Grantor") is the owner of a tract of land in RICHMOND COUNTY through which the highway, known as State Route 10 , has been laid out by the DEPARTMENT OF TRANSPORTATION being more particularly described in a map and drawing of said road in the office of the Department of Transportation, One Georgia Center, 600 West Peachtree Street N.W. Atlanta Georgia, to which reference is hereby made.

NOW THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation, and their successors in office so much land as to make a right-of-way for said road as surveyed, being more particularly described as follows:

All that tract of parcel of land lying and being in the 119th Georgia Militia District of Richmond County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

Said right-of-way is hereby conveyed, consisting of 0.71 acres, more or less, as shown colored yellow on the plat of the property prepared by James G. Swift & Associates, dated February 21, 2025; revised N/A, said plan attached hereto and made part of this deed as Exhibit "B".

Parcel No.: Portion of 078-0-006-00-0

D: DEED B: 1980 P: 828 08/22/2025 10:51 AM
Doc # 2025027695 Page 2 of 4

STATE ROUTE NO. 10
PERMIT NO. A-245-011828-2

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Department of Transportation.

Grantor hereby warrants that Grantor has the right to sell convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

CYBER DEVELOPMENT , LLC

Signed, Sealed and Delivered
this 10 day of July
2025, in the presence of:

By: _____ (L.S.)
T . R. Reddy, Manager /Member

Witness

Notary Public

DEBORAH SLEETH
Notary Public, Georgia
Columbia County
My Commission Expires
February 06, 2027

Parcel No. Portion of 078-0-006-00-0

TO 118
Revised 07/15/2009

{02210349-1}

D: DEED B: 1980 P: 829 08/22/2025 10:51 AM
Doc # 2025027695 Page 3 of 4

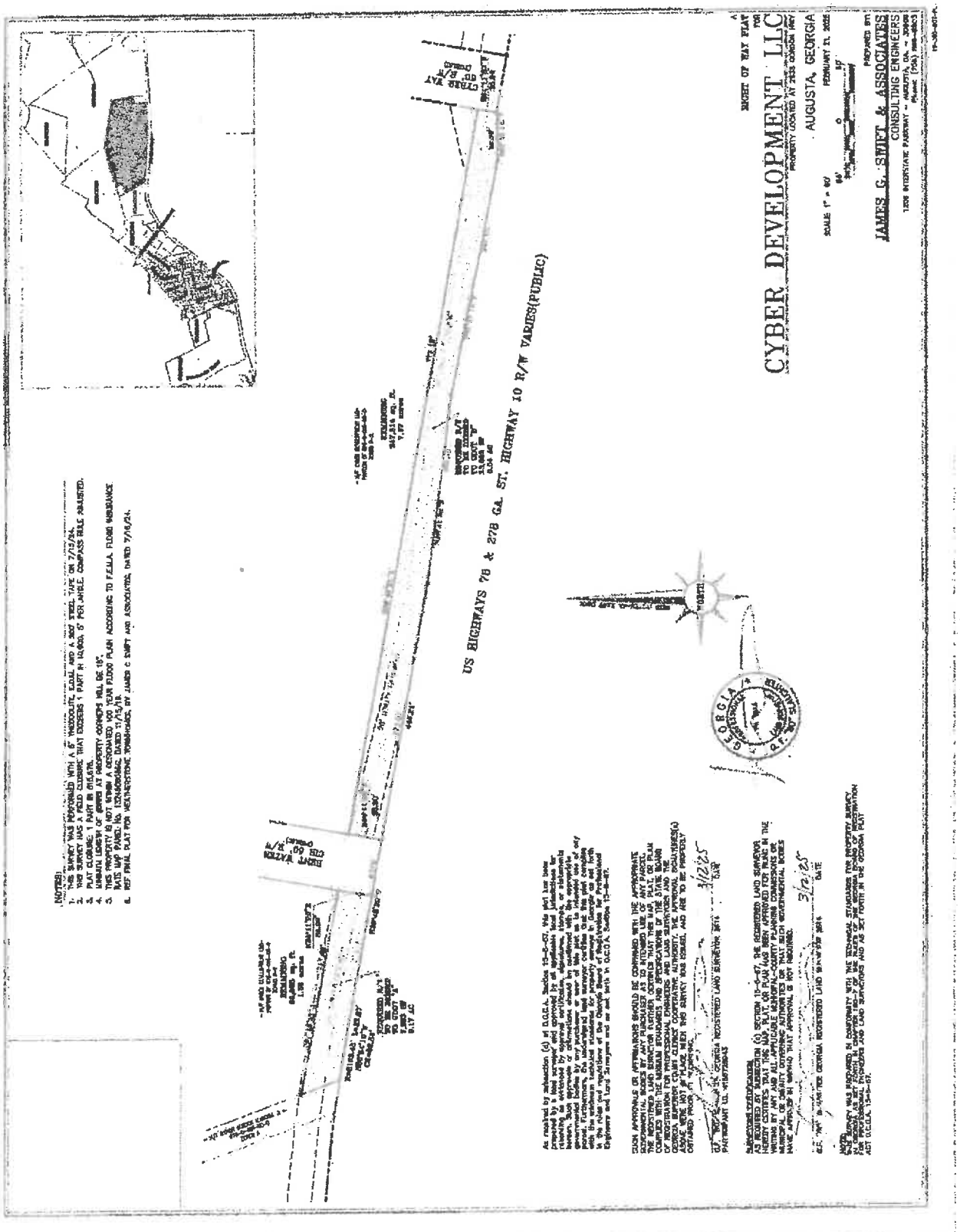
EXHIBIT "A"
(Property Description)

ALL that tract or parcel of land situate, lying and being in the State of Georgia, County of Richmond, 119th GMD, consisting of 0.71 acre, more or less, as shown on the plat of the property prepared for Cyber Development, LLC, by James G. Swift and Associates under date of February 21, 2025, and attached hereto.

TAX Map & Parcel No. PORTION OF 078-0-006-00-0

D: DEED B: 1980 P: 830 08/22/2025 10:51 AM
Doc # 2025027695 Page 4 of 4

Exhibit "B"



Engineering Services Committee Meeting

Meeting Date: March 10, 2026

Brittany Oaks Subdivision

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Brittany Oaks Water and Sanitary Sewer Dedication Documents
Background:	During the development of Brittany Oaks, off Tobacco Road, a water distribution system and a sanitary sewer system were constructed.
Analysis:	Both systems have passed all testing and are ready to be added to Augusta's system.
Financial Impact:	Future payments for water and sanitary sewer from homes constructed in the subdivision.
Alternatives:	Disapprove the water and sanitary sewer dedication documents from Brittany Oaks.
Recommendation:	Approve and accept the water and sanitary sewer dedication documents Easement Deed from Brittany Oaks.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

BRITTANY OAKS
Water Distribution and Gravity Sanitary Sewer Systems
Public Streets

THIS AGREEMENT, entered into this _____day of _____, 2025, by and between the Developer, TBR TOWNHOMES LLC, a limited liability company established under the laws of South Carolina, hereinafter referred to as the "TBR", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS TBR has requested that AUGUSTA accept the water distribution and gravity sanitary sewer systems (SYSTEMS), for the subdivision known as Brittany Oaks, as shown by a Deed of Dedication (Deed), 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 the developer, TBR, maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen (18) months;

NOW THEREFORE in consideration of the premises, the expense previously incurred by TBR and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) AUGUSTA accepts the SYSTEMS for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said SYSTEMS were duly inspected by the Augusta Utilities Department and did pass said inspection.

(2) TBR agrees to maintain all the said SYSTEMS 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) TBR agrees that if during said eighteen-month period there is a failure of the SYSTEMS installed in

said subdivision described in the Deed due to failure or poor workmanship, that TBR shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, AUGUSTA shall notify TBR and set forth in writing the items in need of repair. TBR 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, TBR 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 TBR'S expense and allow TBR time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(6) In the event TBR fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and TBR 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) TBR agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

(8) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(9) In this Agreement, wherever herein the term TBR 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. The term TBR shall also be construed to mean the owner of the property at the time of the signing of this agreement.

(10) 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.

(11) This agreement shall run with the land.

IN WITNESS WHEREOF, TBR 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.

DEVELOPER:

Signed, sealed and delivered in the presence of

TBR TOWNHOMES, LLC
a South Carolina company

Witness

By: _____
Jason H. Brittain
Member/Manager

Notary Public

State of South Carolina

County of Aiken

My Commission Expires: 5/29/30

Attest: _____
Todd Gaul
Member/Manager

WANDA J HANKINSON NOTARY PUBLIC MY COMMISSION EXPIRES 05/29/2030 STATE OF SOUTH CAROLINA

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its Mayor

Attest: _____
Lena Bonner
As Its Clerk of Commission

(SEAL)

_____
Witness

_____
Notary Public
State of Georgia, County of _____

My Commission Expires: _____

STATE OF GEORGIA
COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
BRITTANY OAKS
Water Distribution and Gravity Sanitary Sewer Systems
Public Streets

In this agreement, wherever herein TBR, HORTON or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS **TBR TOWNHOMES, LLC**, a limited liability company established under the laws of the State of South Carolina, hereinafter known as "TBR", owns a tract of land in Augusta, Georgia, presently known as 3303 Firestone Drive (PIN 141-0-004-04-0), on which TBR has constructed a residential subdivision known as Brittany Oaks (the "subdivision"), as shown on that certain plat of Brittany Oaks, prepared by Southern Partners, Inc., dated Augusta 14, 2024, revised December 10, 2024 and February 4, 2025, approved by the Augusta-Richmond County Planning Commission on March 18, 2025, and the Augusta Commission on March 18, 2025, and recorded on April 8, 2025, in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book 20, Pages 135-137, and to which reference is hereby made for a better description as to its metes and bounds; and

WHEREAS D. R. HORTON, INC., a corporation established under the laws of the State of Delaware, hereinafter referred to as "HORTON", joins in this Deed of Dedication as the owner of certain lots within the subdivision; and

WHEREAS, as shown and depicted on the plat, the subdivision has been developed with a water distribution system and gravity sanitary sewer system; and

WHEREAS it is the desire of TBR and HORTON to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia acting by and through the Augusta Commission. hereinafter known as "AUGUSTA", for maintenance and control; and

WHEREAS it is agreed that this document shall run with the land; and

WHEREAS AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS TBR and HORTON have agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private; and

WHEREAS TBR and HORTON further agree that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

NOW THEREFORE, this indenture made this _____ day of _____2025, between TBR and HORTON as Grantor and AUGUSTA as Grantee,

W I T N E S S E T H:

That TBR and HORTON , their successors, assigns and legal representatives, 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 and gravity sanitary sewerage system, by AUGUSTA, have and do by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors and assigns, the following, to-wit:

Exclusive 20-foot permanent easement(s), unless a differing width is noted on said plat, in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system as shown on the aforementioned plat, including those within the rights-of-way and those that are offsite.

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

TBR and HORTON also grant to 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 and any other purpose granted within this document.

TBR and HORTON agree 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 fences (including but not limited to stone, brick or block), buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage 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 TBR and HORTON, their successors, assigns and legal representatives 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, TBR has hereunto set its hand and affixed their seals the day and year first above written.

DEVELOPER:

Signed, sealed and delivered in the presence of

TBR TOWNHOMES, LLC
a South Carolina company

Witness

By: _____
Jason H. Brittain
Member/Manager

Notary Public

State of South Carolina

County of Aiken

My Commission Expires: 5/29/30

Attest: _____
Todd Gaul
Member/Manager

(Notary Seal)

WANDA J HANKINSON
NOTARY PUBLIC
MY COMMISSION EXPIRES
05/29/2030
STATE OF SOUTH CAROLINA

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first above written.

Signed, sealed and delivered this 30th day of April, 2025 in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: 2-14-2026

(NOTARY SEAL)

KRISTINA M LONGFELLOW
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES FEBRUARY 14, 2026

GRANTOR:

D.R. HORTON, INC., a Delaware corporation

By:
Name: Shamyl Maher
Title: Vice President

[CORPORATE SEAL]

D.R. HORTON, INC
INCORPORATED
1991
DELAWARE

ACCEPTED:

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)

D: PLAT B: 20 P: 135
Recorded: 04/08/2025 05:38 PM
Doc # 2025016180 Pages: 3 Fees: $30.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA

APPROVED FINAL PLAT
(Not Valid until signed)
Augusta-Richmond County
Planning Commission
Date Approved: 3-18-25
Chairman: Jeffrey Peevy (ATM)
Secretary:

APPROVED FINAL PLAT
(Not Valid until signed)
Augusta Commission
Date Approved: 3-18-25
Chairman:
Clerk of Commission:

SHEET 1 OF 3

FINAL PLAT
SUBDIVISION
OF:
BRITTANY OAKS

PROPERTY LOCATED IN THE 86TH G.M.D.
3303 FIRESTONE DRIVE
AUGUSTA, RICHMOND COUNTY, GEORGIA

DATE : AUGUST 14, 2024 SCALE : 1" = 40'
REV: DECEMBER 10, 2024 AUGUSTA comments
REV: FEBRUARY 4, 2025 AUGUSTA comments

PREPARED FOR :
OWNER / DEVELOPER / CONTACT
TBR TOWNHOMES, LLC
935 DOUGHERTY ROAD AIKEN, SC 29803 (706-732-6640)

PREPARED BY :
SOUTHERN PARTNERS, INC.
– ENGINEERS – SURVEYORS – PLANNERS –
1233 AUGUSTA WEST PARKWAY AUGUSTA GA. 30909 (706) 855-6000

PROJECT DATA	
TOTAL ACRES	29.81
TOTAL NO. OF LOTS	194
MIN. LOT SIZE	0.04 AC
TAX PARCEL	141-0-004-04-0
ZONING	R-1E
ADDRESS:	3303 FIRESTONE DR
LAND DISTURBANCE PERMIT #	2022-124-LD
CITY OF AUGUSTA PROJECT #	S-960

GRID NORTH
GA. EAST. ZONE
NAD 83 (1990)

0 40 80 120

TOBACCO ROAD (R/W VARIES) (PUBLIC)
BRITTANY OAKS DRIVE (70' R/W - PUBLIC)
DINAN PLACE (60' R/W - PUBLIC)
BREST DRIVE (60' R/W - PUBLIC)
BRITTANY OAKS DRIVE (60' R/W - PUBLIC)

T.M. 141-3-008I-00-0
% MARGARET MAYO CAUGHMAN LIVING TRUST %

T.M. 141-3-001-00-0
% CENTER SOUTH OFFICE CONDOMINIUM ASSOCIATES %

T.M. 141-4-001-00-0
% FIRST NATIONAL BANK & TRUST %

AUGUSTA
TP 141-0-004-01-0
ZONED: A

DETENTION FACILITY
COMMON AREA #1
90' GAS EASEMENT
25' SETBACK
10' LANDSCAPED BUFFER
20' STORM EASEMENT (PUBLIC)
MATCH LINE

As required by subsection (d) of O.C.G.A. Section 15-06-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording a statement by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be construed 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 rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67

GEORGIA REGISTERED LAND SURVEYOR NO. 2508 WILLIAM F. ROAN JR.

2-4-25
GEORGIA REGISTERED LAND SURVEYOR #2508

NOTES:
1.) #4 REBARS WILL BE SET AT ALL PROPERTY CORNERS, UNLESS OTHERWISE SHOWN.
2.) THERE SHALL BE A 0.5' EASEMENT ALONG EACH SIDE OF THE SIDE LOT LINES AND A 10' EASEMENT ALONG THE REAR OF ALL LOT LINES FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE SHOWN.
3.) MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED 2-1/2 STORIES OR 45'
4.) INDIVIDUAL LOT GRADING NOTE: THE RESIDENTIAL BUILDING CONTRACTOR AND/OR HOMEOWNER SHALL BE RESPONSIBLE FOR ANY LOT GRADING REQUIRED TO ENSURE "POSITIVE DRAINAGE" AWAY FROM THE FUTURE HOMES THAT MEET ALL APPLICABLE BUILDING CODES. FILL ON LOTS MAY BE REQUIRED TO ACHIEVE "POSITIVE DRAINAGE". THE DRAINAGE FROM THE LOTS SHALL BE DISCHARGED DIRECTLY TO PUBLIC DRAINAGE SYSTEMS INCLUDING BUT NOT LIMITED TO PUBLIC RIGHT-OF-WAYS, DROP INLETS AND DOWNSTREAM SWALES AS SHOWN WITHIN THIS PLAT. THE RESIDENTIAL BUILDING CONTRACTOR AND/OR HOMEOWNER SHALL NOT IMPEDE THE DRAINAGE PATH TO THE PUBLIC DRAINAGE SYSTEMS.
5.) THERE SHALL BE DRAINAGE AND UTILITY EASEMENTS OVER ALL COMMON AREAS UNLESS OTHERWISE SHOWN.
6.) COMMON AREAS TO BE DEEDED TO AND MAINTAINED BY HOME OWNERS ASSOCIATION.
7.) SETBACK REQUIREMENTS:
FRONT= 15 FEET FROM P.A.
SIDE= NO SIDE SETBACK
REAR= 25 FEET FROM P/L
8.) ACCORDING TO FEMA FIRM HAZARD MAP #13245C 0115 G DATED NOVEMBER 15, 2018, NO PORTION OF THIS PROPERTY LIES WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN.
9.) DATE OF FIELD WORK JULY 04, 2024
10.) TWO PARKING SPACES REQUIRED PER LOT
11.) NO WETLANDS LOCATED WITHIN 200' OF PROJECT LIMITS.
12.) SOKKIA GRX3 RECEIVERS USED AND ALL POINTS COLLECTED WITH THIS SURVEY GRADE GPS HAD AN AVERAGE OF 0.03' OR LESS FROM THE MEAN OF ALL SAMPLES WITH A 95% CONFIDENCE LEVEL.

GDA LSF 000010

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D: PLAT B: 20 P: 136
Recorded: 04/08/2025 05:38 PM
Doc # 2025016180 Pages: 3 Fees: $ 0.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA

FINAL PLAT

SUBDIVISION
OF:

BRITTANY OAKS

PROPERTY LOCATED IN THE 86TH G.M.D.
3303 FIRESTONE DRIVE
AUGUSTA, RICHMOND COUNTY, GEORGIA
DATE : AUGUST 14, 2024 SCALE : 1" = 40'
REV: DECEMBER 10, 2024 AUGUSTA comments
REV: FEBRUARY 4, 2025 AUGUSTA comments

PREPARED FOR :
OWNER / DEVELOPER / CONTACT
TBR TOWNHOMES, LLC
935 DOUGHERTY ROAD AIKEN, SC 29803 (706-732-6640)

PREPARED BY :
SOUTHERN PARTNERS, INC.
– ENGINEERS – SURVEYORS – PLANNERS –
1233 AUGUSTA WEST PARKWAY AUGUSTA GA. 30909 (706) 855-8000

0 40 80 120

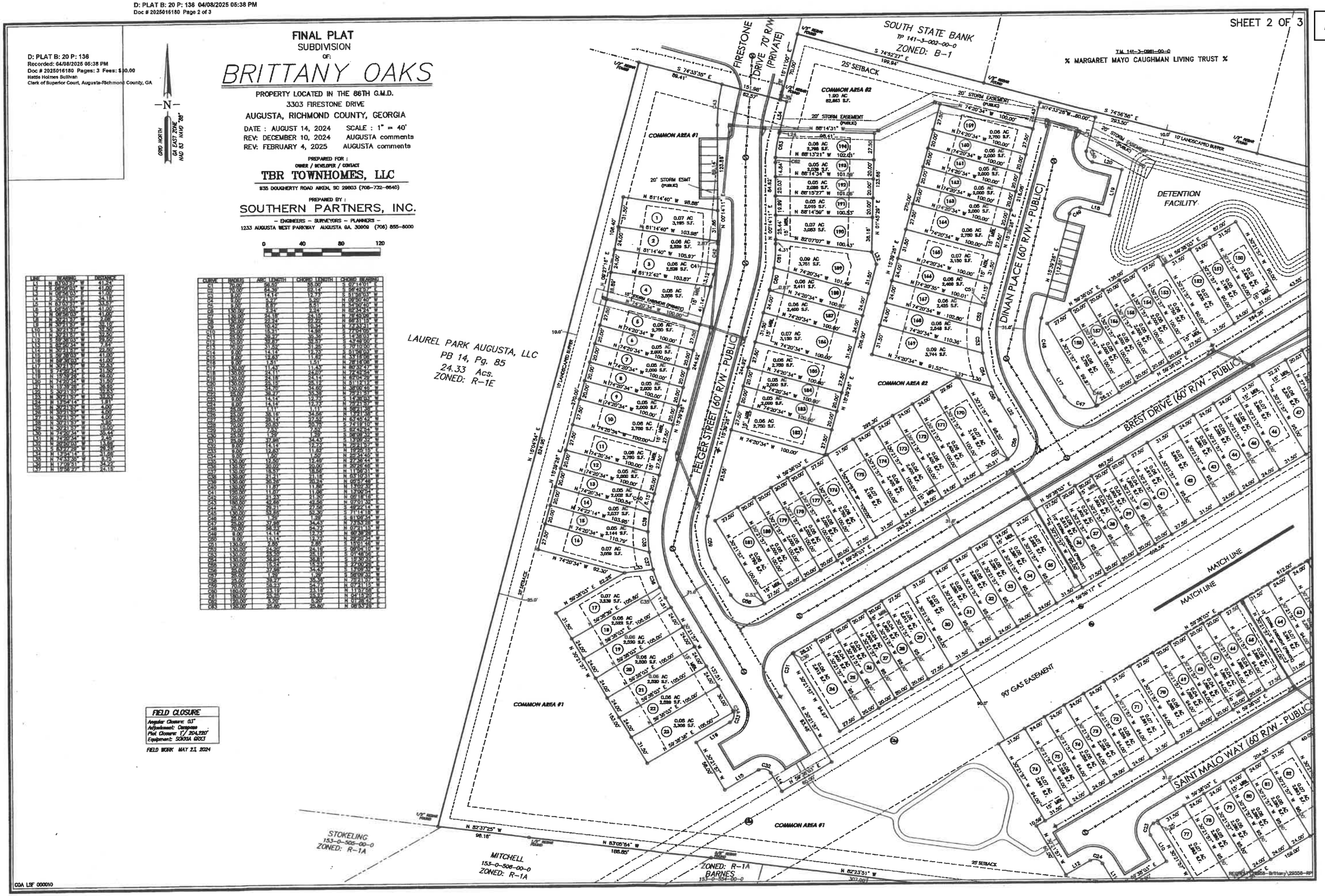
LINE	BEARING	DISTANCE
L1	N 83°05'54" W	41.00'
L2	S 06°54'06" W	41.00'
L3	N 83°05'54" W	14.19'
L4	N 83°05'54" W	41.00'
L5	N 06°54'06" E	41.00'
L6	N 83°05'54" W	41.00'
L7	N 06°54'06" E	41.00'
L8	N 83°05'54" W	41.00'
L9	N 06°54'06" E	41.00'
L10	N 83°05'54" W	41.00'
L11	N 06°54'06" E	41.00'
L12	N 83°05'54" W	41.00'
L13	N 06°54'06" E	41.00'
L14	N 83°05'54" W	41.00'
L15	N 06°54'06" E	41.00'
L16	N 83°05'54" W	41.00'
L17	N 06°54'06" E	41.00'
L18	N 83°05'54" W	41.00'
L19	N 06°54'06" E	41.00'
L20	N 83°05'54" W	41.00'
L21	N 06°54'06" E	41.00'
L22	N 83°05'54" W	41.00'
L23	N 06°54'06" E	41.00'
L24	N 83°05'54" W	41.00'
L25	N 06°54'06" E	41.00'
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L27	N 06°54'06" E	41.00'
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L50	N 83°05'54" W	41.00'
L51	N 06°54'06" E	41.00'
L52	N 83°05'54" W	41.00'
L53	N 06°54'06" E	41.00'
L54	N 83°05'54" W	41.00'
L55	N 06°54'06" E	41.00'
L56	N 83°05'54" W	41.00'
L57	N 06°54'06" E	41.00'
L58	N 83°05'54" W	41.00'
L59	N 06°54'06" E	24.19'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	15.00'	23.56'	21.21'	S 38°05'54" E
C2	15.00'	23.56'	21.21'	S 51°54'06" W
C3	15.00'	23.56'	21.21'	S 38°05'54" E
C4	15.00'	23.56'	21.21'	S 51°54'06" W
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C61	15.00'	23.56'	21.21'	S 38°05'54" E
C62	15.00'	23.56'	21.21'	S 51°54'06" W
C63	15.00'	23.56'	21.21'	S 38°05'54" E

FIELD CLOSURE
Angular Closure: 03"
Adjustment: Compass
Plat Closure: 1/ 204,230'
Equipment: SOKKIA GSX3

FIELD WORK MAY 23, 2024

COA LSF 000010



BREST DRIVE (60' R/W - PUBLIC)

BRITTANY OAKS DRIVE (60' R/W - PUBLIC)

SAINT MALO WAY (60' R/W - PUBLIC)

ANGERS DRIVE (60' R/W - PUBLIC)

KEVIN ROAD (50' R/W - PUBLIC)

DETENTION FACILITY

90' GAS EASEMENT

COMMON AREA #1

COMMON AREA #2

MATCH LINE

AUGUSTA
TP 141-0-004-01-0
ZONED: A

TOBACCO-WINDSOR LP
TP 141-0-533-02-0

POUNDS
153-0-556-00-0
ZONED: R-1A

WITHERS
153-0-557-00-0
ZONED: R-1A

CRUZ
153-0-563-00-0
ZONED: R-1A

MILLER
153-0-161-00-0
ZONED: R-1

WILLIAMS
153-0-008-00-0
ZONED: R-1

WILSON
153-0-009-00-0
ZONED: R-1

DEEDER
153-0-100-00-0
ZONED: R-1

BRUMBACK
153-0-067-00-0
ZONED: R-1

D: PLAT B: 20 P: 137
Recorded: 04/08/2025 05:38 PM
Doc # 2025016180 Pages: 3 Fees: $30.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA

D: PLAT B: 20 P: 137 04/08/2025 05:38 PM
Doc # 2025016180 Page 3 of 3

FINAL PLAT
SUBDIVISION
OF:

BRITTANY OAKS

PROPERTY LOCATED IN THE 86TH G.M.D.
3303 FIRESTONE DRIVE
AUGUSTA, RICHMOND COUNTY, GEORGIA

DATE : AUGUST 14, 2024 SCALE : 1" = 40'
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PREPARED FOR :
OWNER / DEVELOPER / CONTACT
TBR TOWNHOMES, LLC
935 DOUGHERTY ROAD AIKEN, SC 29803 (706-732-6440)

PREPARED BY :
SOUTHERN PARTNERS, INC.
- ENGINEERS - SURVEYORS - PLANNERS -
1233 AUGUSTA WEST PARKWAY AUGUSTA GA. 30909 (706) 855-8000

COA LSF 000010

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RECPLAT\29058-Brittany\29058-RP

Engineering Services Committee

Meeting Date: March 10th, 2026

AUD Metering Project GEFA Loan

Department: Utilities

Presenter: Wes Byne, Director

Caption: Approve Utilities GEFA Loan Acceptance

Background: AUD is undertaking a 5-year meter replacement and upgrade project. This project will result in the replacement of almost all water meters in the system and the upgrade of all meters to our AMI system. AUD applied and was approved for a low interest loan for this program from GEFA under the Drinking Water State Revolving Fund.

Analysis: AUD will use funds from this loan to pay for the project in order to not draw from other existing funds that are planned for use for other system upgrade and safety projects. The total loan amount is $35,935,500.

Financial Impact: There is a $539,032.50 origination fee.

Alternatives: None

Recommendation: Approve GEFA loan acceptance.

Funds are available in the following accounts: GL 506-00-0000-3933110

REVIEWED AND APPROVED BY: N/A

ELECTRONIC SIGNATURE AND DELIVERY CONSENT

By signing this document electronically, you (hereinafter referred to as "Signer") consent to conduct transactions electronically with Georgia Environmental Finance Authority (hereinafter referred to as "GEFA"). This consent applies to all documents, records, disclosures, contracts, and agreements (hereinafter referred to as "Documents") that Signer may be asked to sign or acknowledge in connection with services provided by GEFA.

Scope of Consent:

1. **Electronic Signatures:** Signer acknowledges that his or her electronic signature, as provided during the online sign-up process or any other electronic means, shall have the same legal effect as a handwritten signature.
2. **Electronic Delivery:** Signer agrees to receive documents electronically. These documents may be provided via email, through GEFA's website, or other electronic means.
3. **Withdrawal of Consent:** Signer may withdraw his or her consent to conduct transactions electronically at any time by providing written notice to GEFA.
4. **System Requirements:** To access and retain electronic documents, Signer must have the following hardware and software:
   - A computer or mobile device with internet access
   - A current web browser that includes 128-bit encryption
   - Software capable of viewing and printing PDF files
   - A valid email address

Request for Paper Copies: Signer may request a paper copy of any electronically signed document at no charge by contacting your GEFA contact or Project Manager.

Legal Effect: Signer acknowledges and agrees that his or her electronic signature on any document is legally binding and has the same effect as if signed in ink on paper.

Consent Acknowledgment: By electronically signing below, Signer acknowledges that he or she has read and understood this Electronic Signature and Delivery Consent language and agree to conduct transactions electronically with GEFA. Signer also acknowledges that he or she has the necessary hardware and software to access and retain electronic documents.

Electronic Signature:

- Signer's Full Legal Name: _____
- Electronic Signature: _____
- Date: _____

Contact Information: If you have any questions or concerns regarding electronic signature and consent, please contact Susan Lucki, Director of Administration, at slucki@gefa.ga.gov.

Loan/Project No. DW2025010
Assistance Listing Number (ALN): # 66.468

DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
(a public corporation duly created and existing under the laws of the State of Georgia)
as Lender

and

AUGUSTA-RICHMOND COUNTY

(a public body corporate and politic duly created and existing under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this **"Agreement"**) dated _____, 20____, by and between AUGUSTA-RICHMOND COUNTY, a Georgia public body corporate and politic (the **"Borrower"**), whose address for purposes of this Agreement shall be 452 Walker Street, Suite 200, Augusta Richmond, GA 30906, and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the **"Lender"**), whose address for purposes of this Agreement shall be 47 Trinity Avenue SW, Fifth Floor, Atlanta, GA 30334.

1. **Background** - The Lender desires to loan to the Borrower THIRTY FIVE MILLION NINE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED **DOLLARS AND ZERO CENTS ($** 35,935,500 **)** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the **"Fund"**) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the **"Project"**). The Environmental Protection Division (**"EPD"**) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the **"Plans and Specifications"**) for the Project prepared or to be prepared by the Borrower's engineer (the **"Engineer"**), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the **"Loan"**) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) June 1, 2031, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **$** 35,935,500 which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. Note - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the **"Note,"** which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of ONE AND 50/100 percent (1.5 %) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the **"Authorized Borrower Representative"**) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any

person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an **"Advance"**), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the **"Credit Documents"**) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and

stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Potential Litigation (post contract execution). Borrower acknowledges its ongoing duty to provide Lender with details of any legal or administrative action involving the Borrower unless it is clear that the legal or administrative action cannot be considered material in the context of Credit Documents and/or the project itself. Said notification shall

be promptly provided in writing once any litigation has been instituted, pending or threatened.

(d) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(f) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(g) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely

affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(h) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(i) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(j) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(k) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse

change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(l) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(m) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at

such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition,

construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the **"Completion Date"**) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or

hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed $100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the

performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by May 13, 2026. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

AUGUSTA-RICHMOND COUNTY

Approved as to form:

By:_____
Borrower's Attorney

Signature:_____

Print Name:_____

Title:_____

(SEAL)

Attest Signature:_____

Print Name:_____

Title:_____

DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Signature:_____
Trey Bennett
Executive Director

(SEAL)

EXHIBIT A
PAGE 1 OF 3

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

This project consists of installation of new water meters, an AMI system, and related appurtenances.

EXHIBIT A
PAGE 2 OF 3

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

ITEM	TOTAL	DWSRF			
Construction	$34,685,500	$34,685,500			
Contingency	$500,000	$500,000			
Engineering/Inspection	$500,000	$500,000			
Administrative/Legal	$250,000	$250,000			
TOTAL	$35,935,500	$35,935,500	$0.00	$0.00	$0.00

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

EXHIBIT A
PAGE 3 OF 3

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

ACTION	DATE
Plans & Specs Submitted to EPD	DECEMBER 2025
Bid Opening	JANUARY 2026
Notice to Proceed	FEBRUARY 2026
Completion of Construction	FEBRUARY 2031

EXHIBIT B
PAGE 1 OF 3

Loan/Project No. DW2025010

AUGUSTA-RICHMOND COUNTY

SPECIMEN PROMISSORY NOTE

$ 35,935,500

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of THIRTY FIVE MILLION NINE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED **DOLLARS AND ZERO CENTS ($** 35,935,500 **)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to FOUR AND 39/100 **PERCENT CONSTRUCTION INTEREST RATE (** 4.39 **%)**, calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined). Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) June 1, 2031, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**).

Thereafter the Amortization Commencement Date, principal of and interest, on this Note shall be payable in TWO HUNDRED THIRTY NINE **(** 239**)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter at a rate per annum equal to, TWO AND 39/100 **PERCENT PERMANENT INTEREST RATE (** 2.39 **%)**, commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is 20 years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **"Loan Agreement"**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

(SEAL)

AUGUSTA-RICHMOND COUNTY

By: SPECIMEN
Name:
Title:

Approved as to form:

Attest:

By: SPECIMEN
Borrower's Attorney

By: SPECIMEN
Name:
Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.

II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

V. Sealed bids, with a public bid opening, are required.

VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

VIII. The Borrower must require 100 percent payment and performance bonds.

IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

EXHIBIT C
PAGE 2 OF 2

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

A. Proof of advertising;
B. Certified detailed bid tabulation;
C. Engineer's award recommendation;
D. Governing body's award resolution;
E. Executed contract documents, including plans and specifications;
F. Construction and payment schedules;
G. Notice to proceed;
H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

EXHIBIT D
PAGE 1 OF 6

STATE REQUIREMENTS

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

None.

FEDERAL REQUIREMENTS

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.

2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.

3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:

   a) including qualified small and minority and women's businesses on solicitation lists;
   b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
   c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
   d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
   e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
   f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

   The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of $2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."

6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person 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 any of the following covered Federal actions: 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 or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. Reserved.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.

9. Forgiveness of Debt Service. In accordance with the Appropriations language, the Lender agrees to forgive **$**_____0_____ of this Loan, if all funds are drawn.

   Upon the occurrence and continuation of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate or suspend its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall terminate or suspend immediately. In the case of suspension of the Lender's agreement to forgive principal and interest payments due on the Loan, upon the cessation of such Event of Default, the Lender may, in its discretion, by written notice to the Borrower, reinstate its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall reinstate immediately.

10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States in accordance with the "American Iron and Steel Requirement" – section 608, and all iron & steel, manufactured products, and construction materials will comply with "Build America Buy America Requirement" unless (i) the Recipient has requested from GEFA and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) GEFA has otherwise advised Recipient in writing that the American Iron and Steel Requirement and/or the Build America Buy America Requirement is not applicable to the Project.

11. Reserved.

12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.

13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron

and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.

15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

    The bidders list must contain the following information from all prime contractors and subcontractors:

    1) Bidder's name with point of contract;
    2) Bidder's mailing address, telephone number, and email address;
    3) The procurement item on which the bidder bid or quoted, and when; and
    4) Bidder's status as an MBE/WBE or non-MBE/WBE.

    Borrowers receiving a combined total of $250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

16. Pursuant to 2 CFR §200.216, Borrower is prohibited from procuring or obtaining covered telecommunications equipment or services, extending, or renewing a contract to procure or obtain covered telecommunications equipment or service or enter into a contract to procure or obtain covered telecommunications equipment or services as defined in Section 889 of Public Law 115-232.

17. Pursuant to the Safe Drinking Water Act §1452(a)(2), any land acquired through DWSRF program must be from a willing seller.

FINANCIAL COVENANTS

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

None.

EXHIBIT E
PAGE 1 OF 2

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Avenue SW
Fifth Floor
Atlanta, GA 30334

Ladies and Gentlemen:

As counsel for the AUGUSTA-RICHMOND COUNTY (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. DW2025010, between the Borrower and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.

2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.

3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.

4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.

5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

EXHIBIT E
PAGE 2 OF 2

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

(i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and

(ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

_____
Signature

_____
Printed Name

_____
Date

EXHIBIT F

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: DW2025010

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed $ 35,935,500 from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

_____ _____
(Signature of Person to Execute Documents) (Print Title)

_____ _____
(Signature of Person to Attest Documents) (Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____ _____
Secretary/Clerk

(SEAL)

Commission Committee Meeting

Meeting Date: 3/3/2026

Rental of generators for Ice and Snow Storm – Emergency Procurement

Department:	4416
Presenter:	Wes Byne
Caption:	Notification of emergency rental of 6 - 100KW generators and 4 - 55KW generators for Ice and Snowstorm 2026 in January.
Background:	Emergency notification for information only for the rental of generators for the preparation of 2026 Winter Storms in January of 2026. In preparation for the inclement weather, the Utilities Department rented 6 - 100KW generators and 4 - 55KW generators in case of widespread power outages.
Analysis:	This is an emergency request, and a PO was requested due to the time sensitiveness of the repair. Therefore, this agenda is for your information only.
Financial Impact:	$ 33,196.25 is the impact and there are funds available
Alternatives:	None Recommended.
Recommendation:	Approve the rental Purchase
Funds are available in the following accounts:	506-04-3580-5224214
REVIEWED AND APPROVED BY:	N/A

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

January 2026 Winter St

CHECK ALL THAT APPLY:

REQUISITION #

DATE: 2/2/2026

DIVISION Facilities Maintenance

FUND #: 506043580 5224214

☐ WATER ☑ EQUIPMENT ☐ CHEMICAL ☐ LAB ☐ IT ☐ ROUTINE
☐ SEWER ☐ TOOLS ☐ GASES ☐ UNIFORM ☐ SCADA ☑ EMERGENCY
☐ SUPPLIES ☐ SAFETY ☐ REPAIR ☐ LIFT STATION ☐ INVENTORY ☐ SOLE SOURCE
☐ SERVICE ☐ OFFICE ☐ MAINTENACE ☐ OTHER ☐ BID ITEM ☐ PREFER ITEM ☐ FIBER

SHIP TO:

2822 Central ave. Augusta,Ga 3090

VENDOR: Herc Rental
ADDRESS: 2017 RAWLEY ROAD AUGUSTA, GA 30906
PHONE #: 706-796-0823
QUOTED BY: Nathan Stewert

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	100KW GENERATOR	6	3,495.00	20,970.00		0.00		0.00
2.	55KW GENERATOR	4	2,195.00	8,780.00		0.00		0.00
3.	GA PROPERTY TAX Recovery	1	314.55	314.55		0.00		0.00
4.	GA PROPERTY TAX RECOVERY	1	131.70	131.70		0.00		0.00
5.	Delivery Charge	1	1,500.00	1,500.00		0.00		0.00
6.	Pick Up Charge	1	1,500.00	1,500.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
	SHIPPING CHARGES			0.00		0.00		0.00
	TOTAL			33,196.25		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Generator Rentals for January 2026 Winter Storm Prep to have at stations in case of loss of power for operations to continue without issues.

R. A. # 57653863

REQUESTED BY: Renee Tayer

APPROVED BY: Stanton H. Ott

Jess Thompson for Wes Byne 02/26/2026

Item 19.

QUOTE

** COPY ** HercRentals™

Show R.A. Number on all Correspondence

R.A. No. 57653

257

BRANCH: 333	BILL TO CUSTOMER: 2631296	SHIPPING ADDRESS
HERC AUGUSTA 2017 RAWLEY ROAD AUGUSTA, GA 30906 706-796-0823	**AUGUSTA/RICHMOND CO-GEORGIA** 530 GREENE ST ATTN: ACCOUNTS PAYABLE AUGUSTA, GA 30901	**SHOP FACILIITY** 2830 CENTRAL AVE AUGUSTA, GA 309093905 706-836-7283

DESCRIPTION/CHARGES

EST START: 1/23/26 8:00 **EST RETURN:** 2/20/26 8:00 DROP DATE: _____

SHIPPED BY: 17 ORDERED BY: ORTON, STEVE DROP TIME: _____

ORDER DATE: 1/20/26 SALESPERSON: 117 SALES COORDINATOR:

RENTAL TAX CLAIM: COUNTY GOVERNM TAX DOCUMENT #: 58-2204274

PO# / JOB#: QUOTE / 1 - SHOP FACILIITY **Rates subject to availability**

Qty	Equipment #	Hrs/ Min	Hour	Day	Week	Month	Amount
	PICKUP CHARGE						1500.00
						Sub-total:	33196.25
	Taxable Sub-total: 0.00						
						Total:	33196.25

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement. Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. **PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION.** NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

Customer Name _____ Title _____ **Terms are due upon receipt** Not valid without Barcode

Customer Signature _____ Date _____

For **GREAT DEALS** on **USED EQUIPMENT** - visit us on-line at HercRentals.com

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

THRU: Wes Byne, P.E.
Director, Utilities Department

FROM: **Stephen Orton**

CC:

DATE: 2/2/2026

SUBJECT: JUSTIFICATION FOR EMERGENCY REQUESTS

Generator Rentals for January 2026 Winter Storm Prep to have at stations in case of power outages for operations to continue without issues. We have rented (6) 100KW Generators and (4) 55KW Generators for a one month rental for continuous operations in the event of power outages with all of these storms we are experiencing in January 2026 and may continue to have storms possibilities in upcoming weeks during this winter weather.

Approved by:

Jess Thompson

for Wes Byne 02/26/2026

Engineering Services Meeting

Meeting Date: xx/xx/2026

Amendment No. 3 to the Funding for Grant Writing Services targeted at water and wastewater.

Department:	Utilities Department
Presenter:	Wes Byne, Director
Caption:	To approve funding for additional services to the Grant Writing Services targeted at water and wastewater. Request to add CO #3 in the amount of $245,000.00. (PO No. 23AUA153). (Approved by Augusta Commission May 2, 2023)
Background:	Augusta Utilities has been working with ARDURRA (W.K Dickson & Company) who is currently providing grant-writing and funding identification services specifically targeted at funds for water and wastewater services. AUD has requested a scope modification to include environmental documentation oversight, intermediary with federal and state agencies, and coordination assistance in addition to the previous services of the engineering agreement.
Analysis:	Through the grant writing services provided by ARDURRA, Augusta has benefited from substantial funding opportunities, however as new opportunities come to light from federal funding resources, they require federal conditions, reporting, and specialized expertise to apply and procure the funds. AUD has requested that ARDURRA provide a scope modification to provide these services, because they have qualified staff members who have the experience with the applications and processes.
Financial Impact:	Funding in the amount of $245,000.00 is required to continue accomplishing these initiatives and should be transferred from fund 506 to the following accounts: 506043110-5212999
Alternatives:	No alternatives are recommended.
Recommendation:	Augusta Utilities Department recommends approving the amendment to the existing Engineering Services Agreement with ARDURRA (W.K. Dickson & Company).
Funds are available in the following accounts:	Funds are available in the following accounts: 506043110-5212999
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

MEMO

DATE: **February 06, 2026**

TO: **Andy Penick, Procurement Director**

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

SUBJECT: **Approve Amendment No. 3 to the Funding for Grant Writing Services targeted at water and wastewater to Ardurra (W.K. Dickson & Company, Inc.)**

Augusta Utilities has reviewed the proposal submitted by Ardurra, to provide services for environmental documentation oversight, intermediary assistance with federal and state agencies, and coordination assistance in addition to the previous services. The additional fee for the amendment is $245,000.00. AUD has found the proposal and fee to be fair and reasonable and is requesting approval to award the amendment to the contract.

Augusta GEORGIA

Office of the Administrator

Takiyah A. Douse
Interim Administrator

May 2, 2023

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

Dear Director Byne:

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

5. Approved motion to ratify funding for diesel fuel required during the canal shutdown.

6. Approved MOU with Augusta University to develop an internship program centered around Smart City sensors and programs.

7. Approved Engineering Services to upgrade AUD's Master Plan for delivery of projects and services for the next 5-year period. Audurra (Constantine Engineering) is a pre-qualified Engineering Consultant for the Utilities Department (RFQ 18-132).

8. Approved Funding for Grant Writing Services targeted at water and wastewater.

11. Approved proposal from CDM Smith, Inc., to provide additional services for the Sanitary Sewer Model of the Fort Gordon Service area for the Utilities Department CO Amendment 1 - 19UTI809.

12. Approved proposal to enter an Engineering Services Contract with Cranston Engineering Group, P.C., to provide Planning and Due Diligence Design services towards the repair of the Augusta Canal Diversion Dam in the amount of $30,000.00. (RFQ 18-132)

If you have any questions, please contact me.

In Service,

Takiyah A. Douse
Interim Administrator

TAD/nd

CONTRACT FOR SERVICES AMENDMENT NO. 3

ADDITIONAL SERVICES AUTHORIZATION

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

1. SCOPE OF SERVICES.
   The OWNER has asked that the CONSULTANT add to this contract to provide Environmental Permit Coordination and Assistance. The different grants and loans programs often require environmental documentation as a condition of funding. At times this documentation can enhance the OWNER's ability to compete for this funding. The CONSULTANT would only perform these services as directed by the OWNER. These additional services will include funding applications and coordination with agencies concerning funding opportunities that may exist for infrastructure associated with OWNER's water and sewer systems. The CONSULTANT has helped the OWNER position for multiple funding agencies and will continue those efforts on an as needed basis directed by the OWNER. The additional services anticipated may include development of environmental documentation such as NEPA and Categorical Exclusions that are necessary to access funding. The OWNER intends to pursue funding with GEFA, USACE, EPA, and other agencies for infrastructure improvements that the CONSULTANT will assist with. The CONSULTANT has helped the OWNER position in 2025 for over twenty funding opportunities with a total potential funding of $143M. To date $56M has been awarded and $14M in principal forgiveness and or grant funds. Each of these opportunities are in different stages of the funding process and will continue to develop over the next several years. The use of these federal funds will require compliance with federal conditions, reporting and environmental documentation for each phase of implementation and other documentation to support compliance with accepting these funds. The continued funding of this effort is critical to continue pursuit of these and other funding opportunities. The OWNER is in full control of pursuits and opportunities, and monthly funding strategy sessions are performed to assist. These project pursuits range from funding to replace the water metering system of the utility that can accurately charge for services rendered, the renovation and rehabilitation of the Augusta Canal system that is responsible for approximately 70 percent of the drinking water for users, congressionally appointed funds for critical infrastructure projects, Helene recovery funds for critical infrastructure in the area and needed upgrades to the wasterwater treatment plant for the city. These funds are anticipated to help provide funding at cost effective levels to maintain level of service to tax payers in the area.

2. TIME OF PERFORMANCE. CONSULTANT's time of performance for the above additional services shall increase the time of the contract through May 2027. The service will be performed as directed by the OWNER and monthly reports on progress will be provided.

3. COMPENSATION. CONSULTANT shall provide the above Additional Scope of Work on an hourly plus expenses basis not-to-exceed $ 245,000. The total Contract not-to-exceed fee is increased from $290,000 to $ 535,000. The attached rate schedule will be utilized to perform services requested.

All other terms of the Contract remain unchanged.

OWNER:	CONSULTANT:
AUGUSTA, GEORGIA	**W.K. DICKSON & CO., LLC**
By: _____	By: _____
Name: Garnett L. Johnson	Name: William G. Wingate III, PE
Title: Mayor	Title: Project Director
Date: _____	Date: _____

ARDURRA
2026 RATE SCHEDULE

LABOR	**2026**
Principal	$305.00/hr.
Practice Director	$305.00/hr.
Senior Consultant	$275.00/hr.
Group Leader	$280.00/hr.
Senior Project Manager	$270.00/hr.
Senior Electrical Engineer	$275.00/hr.
Project Manager	$245.00/hr.
Engineering Manager	$245.00/hr.
Associate Project Manager	$225.00/hr.
Senior Project Engineer 2	$245.00/hr.
Senior Project Engineer 1	$215.00/hr.
Project Engineer	$195.00/hr.
Electrical Engineer	$210.00/hr.
Engineering Associate II	$155.00/hr.
Engineering Associate I	$140.00/hr.
Senior Project Controller	$175.00/hr.
Project Controller	$160.00/hr.
Senior Scientist	$180.00/hr.
Scientist	$160.00/hr.
Senior Planner	$220.00/hr.
Planner	$165.00/hr.
Senior Engineering Designer	$175.00/hr.
Engineering Designer 2	$160.00/hr.
Engineering Designer 1	$125.00/hr.
Senior GIS Analyst	$185.00/hr.
GIS Analyst	$160.00/hr.
GIS Technician	$140.00/hr.
Senior Construction Observer	$165.00/hr.
Construction Observer	$140.00/hr.
Senior Funding Support Specialist	$155.00/hr.
Funding Support Specialist	$145.00/hr.
Senior Project Administrator	$140.00/hr.
Project Administrator	$105.00/hr.

EXPENSES	
Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%
Special Owner Requested Computer Software (1)	Cost + 10%

The above rates are effective January 1, 2026 and may be adjusted by consultant in the future.

AUGUSTA, GEORGIA

PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

PURCHASE ORDER NO. 23AUA153

DATE	DEPARTMENT	VENDOR PHONE #	REQUISITION/QUOTE NO.
08/21/25	043110	(704) 227-3453	R379035

VENDOR #	E-VERIFY #	EMAIL
17495	110665	

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR
WK DICKSON & CO INC.
P.O. BOX 36005
CHARLOTTE, NC 28236

ATTN: CO 1
BID NUMBER: 18-132
CONTRACT #: 23AUA153
BUYER: NANCY

SHIP TO:
AUGUSTA UTILITIES ADMIN
452 WALKER STREET
SUITE 200
AUGUSTA, GA 30901

BILL TO:
AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 800
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2379
(706) 821-2335

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		GRANT WRITING SERVCES TARGETED AT WATER AND WASTEWATER APPROVED BY COMMISSION 5/2/23, ITEM #8 506-04-3110/52-13119	60,000.00	60,000.00
0002	1	EACH		CO #1: GRANT WRITING SERVICES TARGETED AT WTER AND WASTEWATER 506-04-3110/52-13119	105,000.00	105,000.00
0003	1	EACH		ADD CO 1: ADDITIONAL FUNDING GRANT WRITING SERVIES FRO WATER AND WASTEWATER APPROVED BY COMMISSION 8/5/25, ITEM #18 506-04-3110/52-13119	125,000.00	125,000.00

CORRECTION:
DATE 8/25/25 INITIALS MW

DISTINCT INFRASTRUCTURE

CONDITIONS - READ CAREFULLY

1. The purchaser is exempt by statue from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor.
3. Payment will be made on complete shipments only, unless otherwise requested.
4. DELIVERY TICKET MUST ACCOMPANY GOODS.
5. No back orders. We will reorder if available.
6. Please make deliveries between 9 A.M. and 4 P.M.
7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
8. Indoor delivery if necessary.
9. Payment Net 30 or according to contract.

Sent by:
AUG 26 2025
Tess Thompson
REQUISITIONER

NET TOTAL..... 290,000.00

APPROVED FOR ISSUE
Andy Penick
DIRECTOR OF PROCUREMENT

ENGINEERING CONTRACT CHANGE ORDER

CO NUMBER	3
BID ITEM	18-132
DATE	02/06/2026

PROJECT TITLE Grant Writing Services Targeted at Water and Wastewater

ORIGINAL CONTRACT DATE 05/02/2023 **PROJECT NUMBER** AUD 2023-008

OWNER AUGUSTA, GEORGIA **PO NUMBER** 23AUA153

The following change is hereby made to the contract for the above project:

Description of Change (for a more detailed description see attached proposal):

W.K. Dickson & Company was awarded the Engineering Services Agreement with AUD for Grant Writing Services targeted at water and wastewater. As additional funding opportunities of federal funds have become available the application and the assessments required to procure the funding has evolved. This scope modification is to add to the existing services agreement the tasks Environmental Documentation Oversight, Federal and State Agency Intermediary, and Coordination Assistance.

PAYEE		**ARDURRA (WK Dickson & Co, LLC)**
TOTAL AMOUNT OF THIS CHANGE ORDER	$	245,000.00
The contract time will be INCREASED by 480 calendar days as a result of this change.		
ORIGINAL CONTRACT AMOUNT	$	60,000.00
PREVIOUS CHANGE ORDER	$	290,000.00
THIS CHANGE ORDER (INCREASE)	$	245,000.00
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER	$	535,000.00

FUNDING NUMBER/ACCOUNT NUMBER 506043110-5212999

PROPOSED BY: _____ CONSULTANT DATE: 2/9/2026

REQUESTED BY: _____ ENGINEER DATE: 2-10-2026

SUBMITTED BY: _____ DEPARTMENT DIRECTOR DATE: 10 Feb 26

FINANCE ENDORSEMENT: _____ COMPTROLLER DATE: _____

RECOMMENDED BY: _____ ADMINISTRATOR DATE: _____

APPROVED BY: _____ MAYOR DATE: _____

STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)
AND
W.K. Dickson & Co., Inc.
(CONSULTANT)

CONSULTANT: W.K. Dickson & Co., Inc.

PROJECT: AUD Funding Assistance

DATE EXECUTED: May 2, 2023
DATE COMPLETED:

STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)
AND
W.K. Dickson & Co., Inc.
(CONSULTANT)

This Agreement is made and entered into this 2nd day of May, 2023 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" *and W. K. Dickson & Co., Inc.*, a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

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

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

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

GENERAL PROVISIONS

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

CONSULTANT COORDINATION

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

AMENDMENTS TO AGREEMENT

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

REDUCTION IN REQUIRED SERVICES

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

DATE CHANGES

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

AGREEMENT MODIFICATIONS

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

TIME OF COMPLETION

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

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

PROJECT PROGRESS

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

LITIGATION

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

BINDINGS

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

CONTRACT DOCUMENTS

List of Documents

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

Conflict and Precedence

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

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

GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

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

2. PROFESSIONAL STANDARDS

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

3. CHANGES AND EXTRA WORK

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

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

4. PERSONNEL

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

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

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

5. ACCURACY OF WORK

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

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

6. CONFIDENTIALITY

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

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

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

7. OPEN RECORDS

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

8. JURISDICTION

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

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

9. TERMINATION OF AGREEMENT FOR CAUSE

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

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

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

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

12. COVENANT AGAINST CONTINGENT FEES

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

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

14. INSURANCE

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

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

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

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.

B. Public Liability Insurance – in an amount of not less than One Million ($1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million ($1,000,000) Dollars on account of any one occurrence.

C. Property Damage Insurance – in an amount of not less than One Million ($1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million ($1,000,000) Dollars.

D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.

E. Professional Liability Insurance – in an amount of not less than One Million ($1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed $1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverages identified in items (b) and (c). The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

15. PROHIBITED INTERESTS

15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.

15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

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

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

17. ASSIGNABILITY

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

18. EQUAL EMPLOYMENT OPPORTUNITY

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

19. DRUG FREE WORKPLACE

CONSULTANT shall be responsible for ensuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY

owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

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

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

20. ANTI-KICKBACK CLAUSE

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

21. AUDITS AND INSPECTORS

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

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

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

23. VERBAL AGREEMENT OR CONVERSATION

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

24. INDEPENDENT CONTRACTOR

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

25. NOTICES

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

CITY:
ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair Street
Augusta, GA 30901

CONSULTANT:

W.K Dickson & Co., Inc.
1450 Greene Street, Suite 145
Augusta, GA 30901

Copy to:
Wes Byne PE, Director
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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

27. DEFECTIVE PRICING

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

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

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

32. E-VERIFY

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

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts

where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

34. ACKNOWLEDGEMENT

"Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: **MAYOR**

CONSULTANT:

W. K Dickson & Co., Inc.

BY: _____

PRINTED NAME William G. Wingate, III

AS ITS: Vice President

ATTEST CLERK:

_____

PRINTED NAME: LENA J. BONNER

AS ITS: Clerk of Commission

DATE: 6/29/23

ATTEST:

_____

PRINTED NAME: Cynthia Farrell

AS ITS: Project Admin

DATE: 6/7/23

Copy to:

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

CONSULTANT'S RESPONSIBILITIES

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

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

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

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

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

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

CITY'S RESPONSIBILITES

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

RIGHT TO ENTER
The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the

necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

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

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

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

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

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

ATTACHMENT A – SCOPE OF SERVICES

PROJECT DESCRIPTION:

PROJECT PURPOSE AND PRESENT CONDITIONS

Within the past year, the water industry has experienced unprecedented level of federal funding that will continue for the next several years. This initial investment came from the American Rescue Plan Act (ARPA) and was followed by the passage of the Infrastructure Investment and Jobs Act (IIJA) or also known as the Bipartisan Infrastructure Law (BIL). BIL will add significant supplemental dollars to State Revolving Fund over the next 5 years. This brings significant opportunities for the OWNER to leverage local dollars with these additional funds to complete critical capital improvement projects, such as the rehabilitation of these satellite sewer systems. As a result of this unprecedented federal action, additional funding may also be available for these projects through additional state ARPA funds, other federal/state infrastructure funding programs as well as thew potential for federal funding earmarks.

The CONSULTANT aided the OWNER in preparing applications for basin rehabilitation projects. The goal of this project will be to utilize the CONSULTANT's funding, regulatory and system design experience to assist the OWNER in identifying and in evaluating additional funding sources throughout the OWNER's system.

PROJECT DESCRIPTION

As a public wastewater utility in Georgia, the OWNER is eligible for applying for loans and grants for the upgrade and maintenance of their collection system assets. Through this project, the CONSULTANT will provide support to the OWNER in assessing potentially viable funding alternatives for the upgrade and maintenance of the OWNER's collection system assets.

SCOPE OF WORK

Task 1 – FUNDING REVIEW MEETING: Based on funding guidance on SRF project eligibility/principal forgiveness requirements and information on the additional funding that will be available through the IIJA, the CONSULTANT will initially meet with the OWNER and OWNER's other funding support to review their priority projects and discuss which funding opportunity may be best suited for each. This meeting can be held virtually to allow it to occur as soon as possible. After the funding review meeting, additional meetings may be held quarterly or when the annual capital improvement budget is being developed to complete this process for new projects.

Task 2 – DEVELOPMENT OF FUNDING PLAN: Following the kick-off meeting, the CONSULTANT will develop a funding plan for those projects that are best aligned with the funds available from the various sources so that the OWNER will be positioned to quickly act on upcoming application deadlines in 2023. New projects will be added to the plan as they are identified and vetted through a funding review meeting.

Task 3 – DEVELOPMENT OF FUNDING REQUESTS: As more information is known about the IIJA funds through SRF, as well as other potential funding opportunities (i.e., FEMA BRIC program) and potential projects have been identified through meeting with the OWNER, the CONSUTLANT can assist the OWNER in developing requests, applications, and project questionnaires. The CONSULTANT will provide the OWNER with an overview of each potential funding source, application requirements, timeframe for securing the funds and any special terms or conditions that may be attached to those funds. This will allow the OWNER to make informed decisions about which funds to pursue. Because these efforts to complete and submit applications may be quite different depending on the funding agency, the CONSULTANT will provide the OWNER with monthly updates concerning progress and remaining funding allocated. Additional Task Orders, as needed, that will provide a scope of work and fee based on the level of effort needed for each submittal if the OWNER elects to have the CONSULTANT perform these additional services.

ATTACHMENT B - COMPENSATION

The City shall pay the CONSULTANT for services set forth in Scope of Services,

Basic Services

The OWNER shall pay the CONSULTANT for services set forth in Scope of Services as follows:

Item/Description	Terms	Fee
Funding Assistance	HRLY/NTE	$60,000.00
Total Fee		**$60,000.00**

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

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

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

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

Compensation for funding assistance shall be invoiced based on the hourly rates attached.

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

W.K. DICKSON & CO., INC.
2023 RATE SCHEDULE

LABOR	2023
Principal	$263.00/hr.
Senior Consultant	$242.00/hr.
Senior Project Manager	$231.00/hr.
Senior Engineering Manager	$231.00/hr.
Project Manager	$200.00/hr.
Engineering Manager	$200.00/hr.
Senior Project Engineer	$179.00/hr.
Project Engineer	$168.00/hr.
Senior Scientist	$158.00/hr.
Scientist	$144.00/hr.
Senior Planner	$191.00/hr.
Planner	$146.00/hr.
Senior Engineering Designer	$152.00/hr.
Engineering Designer	$139.00/hr.
Senior GIS Analyst	$163.00/hr.
GIS Analyst	$140.00/hr.
GIS Technician	$118.00/hr.
Senior Construction Observer	$140.00/hr.
Construction Observer	$118.00/hr.
Project Administrator	$86.00/hr.

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

Note: The above rates are effective January 1, 2023. WK Dickson reserves the right to revise to reflect inflationary increases.

ATTACHMENT C – LISTING OF KEY PERSONNEL

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

William 'Trey' G. Wingate, III, PE	Vice President	
Angela Mettlen	Vice President	Director of Strategic Funding & Regulation
Anita Robertson, PE	Senior Project Manager	
Jeremy Brashears, PE	Vice President	
Priya Veeravalli, PE	Project Engineer	
Walt Fletcher, PE	Senior Project Manager	

CONSULTANT SERVICES

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

Prior to Authorization to Proceed:

☑ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.

☑ Cost Proposal that will include cost of design, preparation of construction plans and specifications, and other services requested in the CITY's Request for Proposal.

☑ Schedule for submittal of review documents at 90% and final documents.

Prior to submitting 90% review documents:

- Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.

☐ Provide CITY with information on the project site(s), including the following:

- Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands.
- Soil type(s)
- Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
- Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified.
- Identification of potential problems in meeting design objectives.

☐ Site Plan (If required)

Throughout project:

☑ Prepare printed responses to comments received from the CITY following reviews.

☐ Provide the necessary plats for easement acquisition and DOT/other permit application.

☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.

☐ Prepare and submit plans to EPD for review and approval when required.

☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.

☐ Prepare construction cost estimates at each review stage, 90% and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

☐ Coordinate with the City Procurement Department to advertise the project.

☐ Fax bid information to CITY.

☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.

☐ Prepare letter of recommendation for award of the contract.

☐ Develop conformed contract documents and forward to the CITY for execution.

☐ Attend the pre-construction meeting as a technical reference to the CITY.

☐ Provide clarification related to the plans/specifications throughout design and construction.

☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version).*

☐ Provide Services During Construction as follows:

- Attend project meetings as scheduled by the CITY.
- Recommend design changes as field conflicts arise (site visits may be required).
- Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY).
- Provide clarification of plans and specifications throughout construction.
- Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.
- Construction Administration Services called for in attached scope.

ADDITIONAL SERVICES:

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 06/

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Rebekah Rosko	
Insurance Management Consultants, Inc. P.O. Box 2490 Davidson NC 28036	PHONE (A/C, No, Ext): (704) 799-1600	FAX (A/C, No): (704) 799-2955
	E-MAIL ADDRESS: cert@imcipls.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
W. K. Dickson & Co., Inc. 1213 W. Morehead St Ste 300 Charlotte NC 28208	INSURER A: The Travelers Indemnity Company	25658
	INSURER B: The Phoenix Insurance Company	25623
	INSURER C: Travelers Property Casualty Co. of America	25674
	INSURER D: Charter Oak Fire Insurance Co	25615
	INSURER E: Beazley America Insurance Company Inc.	16510
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6302L805318IND22	09/18/2022	09/18/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits -	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		8105N4977442243G	09/18/2022	09/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP2L8690622243	09/18/2022	09/18/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB2L8621652243G	09/18/2022	09/18/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			C2C91F220301	09/18/2022	09/18/2023	Per Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by an insured written contract, executed prior to any loss, the City of Augusta is an Additional Insured under the General Liability and Auto Liability Policies, subject to all policy terms and conditions.Policies provide thirty (30) day notice of cancellation, other than ten (10) days for non-payment of premium.

CERTIFICATE HOLDER

City of Augusta
535 Telfair Street
Augusta GA 30901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 da ys after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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Finance Committee

Meeting Date: March 10, 2026

Tax Exempt Bonds – Paine College

Department:	Administrator's Office
Presenter:	Administrator Tameka Allen
Caption:	Adopt resolution of the Augusta-Richmond County Commission approving Public Finance Authority issue of tax-exempt bond not to exceed $27,000,000.
Background:	Section 147 (f)(2)(A)(ii) requires the governmental unit with jurisdiction over the area in which a tax-exempt bond financed facility is located to approve the tax-exempt bonds. Also, the Wisconsin statute governing the Public Finance Authority ("PFA") requires the political subdivision in whose jurisdiction a facility to be financed by the PFA is located to approve the PFA financing that facility. The Commission is the governing body of the consolidated government of Augusta, Georgia, which is the political subdivision with jurisdiction over the facility to be financed.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Adopt resolution of the Augusta-Richmond County Commission approving Public Finance Authority issue of tax-exempt bond not to exceed $27,000,000.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

A RESOLUTION OF AUGUSTA, GEORGIA APPROVING FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THE ISSUANCE BY THE PUBLIC FINANCE AUTHORITY OF NOT TO EXCEED $27,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS HIGHER EDUCATION FACILITIES REVENUE BONDS (THE PAINE COLLEGE PROJECT), SERIES 2026

WHEREAS, the Public Finance Authority (the "Issuer") proposes to issue its Higher Education Facilities Revenue Bonds (The Paine College Project), Series 2026 (the "Bonds") in an aggregate principal amount not to exceed $27,000,000, and to loan the proceeds from the sale of the Bonds to The Paine College, a Georgia non-profit corporation (the "Borrower"), to provide for a plan of financing of the costs of the Project (defined below), which relates to, benefits, or is otherwise to be located in Augusta, Georgia (the "Consolidated Government"), as further described in the hereinafter defined Notice of Public Hearing, a copy of which is attached hereto as **Exhibit A**;

WHEREAS, the Bonds are expected to be issued in a maximum principal amount of $27,000,000, and the proceeds of the Bonds will be applied by the Borrower to (i) establish a working capital program (the "Working Capital Project"), (ii) refinance obligations incurred in respect of (A) the acquisition, construction, renovation and equipping of the campus of the College (the "Refunded Projects") and (B) the operation and maintenance of the College and its related facilities (the "2026 Project" and, collectively with the Working Capital Project and the Refunded Projects, the "Project"), (iii) fund a liquidity reserve, (iv) fund a debt service reserve fund for the Bonds, and (v) pay certain costs of issuing the Bonds;

WHEREAS, prior to the issuance of the Bonds, the public hearing and approval requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), require that the Consolidated Government, being the governmental unit having jurisdiction over the area which the Project relates to, benefits, or is otherwise to be located, approve the issuance of the Bonds to the extent issued on a tax-exempt basis, after public hearing following reasonable notice;

WHEREAS, upon request of the Borrower, a Notice of Public Hearing was published in *The Augusta Chronicle* on February __, 2026 (the "Notice of Public Hearing"), a copy of which Notice of Public Hearing is attached hereto and made a part of this Resolution;

WHEREAS, following the publication of such Notice of Public Hearing, a public hearing with respect to the Bonds and the location and nature of the Project described in such Notice of Public Hearing (the "Public Hearing") was held by James T. Plunkett, General Counsel[1] on behalf of the Consolidated Government, pursuant to Section 147(f) of the Code, on February [__], 2026, at _:00 [a/p].m. (or as soon thereafter as the matter could be heard), [in the Commission Chamber (second floor) Municipal Building, located at 535 Telfair Street, Suite 260, Augusta, Georgia 30901][via teleconference as permitted by applicable law];

[1] NTD: MW to confirm acceptable approach of the Consolidated Government as to the conductance of the Public Hearing and the Hearing Officer.

WHEREAS, the Notice of Public Hearing provides that in Augusta, Georgia the purposes of the Bonds set forth relate to, benefit, or are otherwise used in the integrated operation for educational services, including educational assets and associated operations for training and educational programs for The Paine College, located at 1235 15th Street in Augusta, Georgia, and that the maximum stated principal amount of the Bonds expected to be issued is $27,000,000.

WHEREAS, the Bonds are to be issued in one or more series, from time to time, on a taxable and/or tax-exempt basis, and the Issuer intends to issue one or more series of Bonds not later than one year from the date of adoption and approval of this Resolution;

WHEREAS, the Bonds will not be a debt, obligation or liability of the Consolidated Government or the State of Georgia or any agency or political subdivision thereof;

WHEREAS, the Bonds will constitute a special, limited obligation of the Issuer, payable solely out of the revenues and other funds pledged and assigned for their payment in accordance with one or more loan agreements each between the Borrower and the Issuer and one or more indentures pursuant to which the Bonds are issued; and

WHEREAS, it is intended that this Resolution shall constitute approval by the Augusta-Richmond County Commission as required by, and solely for the purposes of, Section 147(f) of the Code, as to the issuance of the applicable portion of the Bonds to be issued on a tax-exempt basis to finance the Project as described in the Notice of Public Hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE AUGUSTA-RICHMOND COUNTY COMMISSION, as follows:

1. Solely for the purpose of satisfying the requirements of Section 147(f) of the Code, the issuance of the Bonds by the Issuer and the related plan of finance to provide funds to finance and refinance the Project (as the case may be) is hereby approved.

2. The Bonds shall not constitute a debt, obligation or liability of the Consolidated Government, or of the State of Georgia or any other political subdivision thereof, and the Consolidated Government, the State of Georgia nor any other political subdivision thereof shall be obligated for the payment of the Bonds, for the manner or extent to which the proceeds from the sale of the Bonds are expended or allocated or for any aspect whatsoever of the Project.

ADOPTED AND APPROVED this __th day of February, 2026.

AUGUSTA, GEORGIA

_____

Mayor

ATTEST:

_____

Clerk of Commission

EXHIBIT A

NOTICE OF PUBLIC HEARING

Commission Meeting

March 18, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the minutes of Commission Meeting March 3, 2026
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

March 17, 2026

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the appointment of Mr. Robert Trescott on the August Port Authority representing District 7.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

March 18, 2026

Pickleball Courts in West Augusta

Department:	N/A
Presenter:	N/A
Caption:	**Update** from the Director Tameka Williams relative to Pickleball Courts in West Augusta.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Administrative Services Committee

Meeting Date: March 17, 2026

HCD 2025 Accounting Engagement

Department:	Housing & Community Development / Finance
Presenter:	Charles Jackson, Deputy Administrator
Caption:	Motion to approve extension of the engagement with Cherry Bekaert to provide accounting assistance to the Housing and Community Development Department and to approve associated budget transfers.
Background:	Cherry Bekaert, a nationally certified public accounting firm, has provided technical assistance to the Housing and Community Development Department (HCD) to complete required financial reporting in previous fiscal years. This assistance will again be needed for timely completion of Augusta's FY 2025 audit.
Analysis:	Approval of this request will allow Cherry Bekaert and HCD staff to immediately begin work on FY 2025 audit preparation. Cherry Bekaert will bill Augusta for actual hours incurred.
Financial Impact:	Based on the services required for FY 2024, Cherry Bekaert has requested a budget of $150,000 for FY 2025. Some or all of this total may be recaptured within HCD's current FY 2026 Urban Services Fund allocation (due to vacancies and cost trends). However, if needed, HCD requests use of up to $150,000 from Urban Services Fund contingency to complete the scope.
Alternatives:	Do not approve the request.
Recommendation:	Approve extension of the engagement with Cherry Bekaert to provide accounting assistance to the Housing and Community Development Department and to approve associated budget transfers.
Funds are available in the following accounts:	221073110-5212119; 271101110-6011110

REVIEWED AND APPROVED BY:

Commission Meeting

Meeting Date: March 17, 2026

Updated 179D Allocation Letter - Trane Technologies

Department:	Central Services/Administrator's Office
Presenter:	Ron Lampkin
Caption:	Motion to approve the Mayor to execute a federal tax deduction (179D) Allocation Letter to Trane Technologies.
Background:	Trane Technologies, as the Energy Services Provider, is eligible for a federal tax deduction (Section 179D) for their work completed towards construction at Augusta, GA owned properties as part of the PACT Projects. In order for TRANE to move forward with applying for this federal program, they are required to receive a signature on an allocation letter from an authorized representative of Augusta-Richmond County. This document was previously approved and executed. This year, an analysis identified three locations with addresses that needed to be updated. The provided document reflects the updated locations with corrected addresses.
Analysis:	N/A
Financial Impact:	No cost to Augusta-Richmond County. This is a deduction line item that TRANE will write in on their 2025 federal tax return and will lower their taxable income.
Alternatives:	N/A
Recommendation:	Approve the Mayor to execute the updated federal tax deduction (179D) Allocation Letter to Trane Technologies.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

TRANE TECHNOLOGIES

SECTION 179D ENERGY EFFICIENT COMMERCIAL BUILDINGS DEDUCTION ALLOCATION FORM

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(3), in the case of energy efficient commercial building property installed on or in property owned by a specified government entity, later expanded to include tax-exempt entities by the Inflation Reduction Act of 2022, the Secretary shall promulgate regulations or guidance to allow the allocation of the deduction to the person primarily responsible for designing the property in lieu of the owner of such property. Such person shall be treated as the taxpayer for purposes of this section.

IRS Notice 2008-40 Section 3.02

A designer is a person that creates the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A person that merely installs, repairs, or maintains the property is not a designer.

Scope of Work

The following PACT project (Performance Agreement for Comfort from Trane) was completed to reduce energy consumption and operational costs. In total, three Energy Conservation Measures (ECMs) were developed to service 64 Augusta-Richmond County facilities, located across Augusta, Blythe, and Hephzibah Georgia.

Trane Technologies created technical specifications for the installation of the energy efficient commercial building property and is eligible to be allocated the 179D Energy Efficient Commercial Building Deduction. Specifically, Trane Technologies created technical specifications through the following:

Trane Technologies served as the comprehensive energy services solution provider for this project. Trane Technologies identified, assessed, recommended and executed all elements of the scope of work for the project. Specifically, Trane Technologies team provided the proprietary technical specifications for the mechanical, controls automation systems, LED lighting retrofits and replacements, lighting controls, water efficiency, photovoltaic solar systems, weatherization, and roof insulation improvements for the respective buildings, as outlined in the ECMs provided.

TRANE TECHNOLOGIES

The role of the allocating specified tax-exempt entity is to confirm the scope of work performed and related information provided herein as eligible to pursue for the IRC §179D deduction by the taxpayer seeking the allocation, and not for determining if in fact the commercial building property is energy efficient.

If more than one designer is responsible for creating the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) on or in a specified tax-exempt building, the owner of the building shall—

(1) determine which designer is primarily responsible and allocate the full deduction to that designer, or

(2) at the owner's discretion, allocate the deduction among several designers.

Augusta-Richmond County Building Information					
Property Name	**Property Address**	**Placed in Service**	**Cost of Property**	**Allocation Percentage**	**Building Owner Initials**
Fire Station 11	2243 Old Savannah Rd Augusta, GA 30906	January 2025	$30,111		
May Park Print Shop	712 4th St Augusta, GA 30901	January 2025	$76,581		
Special Ops Precinct	3431 Mike Padgett Hwy Augusta, GA 30906	January 2025	$100,910		

The authorized owner representative is not responsible for certification of the energy efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required certification and onsite verification and for ensuring their accuracy and substance.

Following a third-party certification by a licensed professional engineer or contractor in the jurisdiction of the building, Augusta-Richmond County will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

TRANE TECHNOLOGIES

Augusta-Richmond County Representative Information	
Representative Name:	
Specified Tax-Exempt Entity Name:	Augusta-Richmond County
Title:	
Mailing Address:	
Telephone Number:	
E-mail:	

Trane Technologies Representative Information	
Representative Name:	Kumar Paul
Designer Entity Name:	Trane Technologies
Title:	Vice President of Tax
Address:	800 E Beaty St Davidson, NC 28036
Telephone Number:	646.894.9190
Representative E-mail:	Kumar_Paul@tranetechnologies.com

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

AGREED TO AND ACCEPTED:

_____	
Signature (Augusta-Richmond County Representative)	Signature (Trane Technologies Representative)
_____	02/23/2026
Date	Date

Commission Meeting

March 18, 2026

Landscape Department

Department:	N/A
Presenter:	N/A
Caption:	Administrator's Initial Briefing on Landscape Department. **(Requested by Commissioner Lonnie Wimberly)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

March 12, 2026

Commissioner Lonnie Wimberly

Request an Administrator Briefing

As we evaluate the potential creation of a Landscape or Grounds Maintenance Department, it is important that the Commission clearly understand the operational impact across our existing departments. Engineering currently manages many infrastructure-related assets tied to rights-of-way, drainage, and roadway projects, while Recreation oversees the maintenance and quality of our parks and recreational facilities.

Any proposal to create a new department should carefully evaluate how responsibilities and assets are allocated so we do not unintentionally weaken the performance of those departments. The goal should be to improve service delivery and coordination, not create operational fragmentation or duplicate functions.

For that reason, I would like the Administrator to provide a detailed needs assessment, a clear organizational plan, and a full cost model before we move forward. That briefing should also address how Engineering and Recreation operations will remain coordinated and protected under any new structure.

With that level of planning and transparency, the Commission can make a decision that strengthens our overall operations and ensures accountability

Request for Administrative Briefing

Proposed Landscape / Grounds Maintenance Department

I request that the Administrator provide a **detailed briefing to the Commission regarding the status and development of the proposed Landscape or Grounds Maintenance Department.**

The briefing should address the following areas:

1. Problem Definition

Clearly identify the operational issues the proposed department intends to address, including:

- Current service gaps in grounds and landscape maintenance
- Operational inefficiencies or fragmentation of responsibilities
- Impact on city appearance, infrastructure, and citizen complaints

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2. Needs Assessment

Provide a comprehensive assessment of the operational needs, including:

- Inventory of landscape and grounds maintenance assets
- Service areas and workload analysis
- Equipment and fleet requirements
- Staffing requirements and skill needs

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3. Comprehensive Department Startup Plan

Organizational Structure

- Proposed leadership structure
- Divisions or operational units

Staffing Plan

- Positions required
- Positions transferred from other departments
- New hires versus reassignment

Budget and Funding Model

Startup Costs

- Equipment
- Vehicles
- Facilities
- Technology and systems

Recurring Operating Costs

- Personnel
- Equipment maintenance
- Materials and supplies

Funding Sources

- General Fund
- SPLOST or other capital funds
- Grants or external funding sources

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4. Legal and Policy Considerations

Identify any legal or policy actions required, including:

- Charter implications
- Ordinance amendments
- Procurement requirements
- Interdepartmental agreements

Future Briefing – Implementation and Accountability

At a later stage, at my request, an additional briefing covering the implementation framework, including:

- Performance metrics and service standards
- Stakeholder engagement with departments affected by the change
- Pilot or transitional phase prior to full implementation
- Implementation timeline with accountability measures
- Post-implementation evaluation and reporting to the Commission

Engineering Services

Meeting Date: March 18, 2026

Vegetation Maintenance Plan Implementation

Department:	Administrator's Office
Presenter:	Administrator Tameka Allen
Caption:	Receive as information an update on the vegetation maintenance plan implementation.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Receive as information an update on the vegetation maintenance plan implementation.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

March 18, 2026

Illegal Dumping

Department:	N/A
Presenter:	N/A
Caption:	Discuss implementing solutions to address and help prevent dumping in areas that are continuous dumping grounds for tires, furniture, and bulk trash. **(Requested by Commissioner Stacy Pulliam)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Finance Committee

Meeting Date: March 18, 2026

Bank & Bond Signatory Update

Department:	Finance
Presenter:	Mattie Sue Stevens, Deputy Administrator
Caption:	Update authorized staff as signatories for bank accounts and bond-related communications.
Background:	When authorized signatories leave the employment of Augusta-Richmond County, they are deleted from bank signature cards and removed from authorized signer designations with bondholders. In some instances, two signatures are required to complete transactions. We are requesting the following staff be added as authorized signatories: Tameka Allen, Administrator Martha (Mattie Sue) Stevens, Deputy Administrator Upon approval of this request, Augusta's authorized signatories would be: Tameka Allen, Administrator Martha (Mattie Sue) Stevens, Deputy Administrator Nancy He, Grants Compliance Manager Rachel McFatridge, Budget Manager Normal business practice is to have more than two authorized signatories on bank accounts that require two signatures, allowing for continuity and flexibility if one of the signatories is unavailable.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Update authorized staff as signatories for bank accounts and bond-related communications.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

March 18, 2026

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A