



COMMISSION MEETING AGENDA

Commission Chamber
Thursday, June 27, 2024
2:00 PM

INVOCATION

Reverend Vivian T. Hambrick, Pastor, Live River Baptist Church

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

DELEGATION(S)

- A. **Mr. Moses Todd - I Love Augusta**, discuss SPLOST 9 City owned Cemeteries capital needs.

CONSENT AGENDA

(Item 1)

PETITIONS AND COMMUNICATIONS

1. Motion to approve the minutes of the Commission Regular Meeting held June 18, 2024.

******END CONSENT AGENDA******

AUGUSTA COMMISSION

AUGUSTA COMMISSION REGULAR AGENDA

(Items 2-31)

PUBLIC SERVICES

2. A.N. 24-26 – Existing Location, New Ownership: Retail Package for Beer and Wine, Chirag Patel Applicant for Jay Ambe 1228, LLC doing business as In-N-Out Market located at 1902 Windsor Springs Road. District 6, Super District 10
3. A.N. 24-27 – New Location: Retail Package Beer and Wine, Bhavikaben Patel Applicant for Pravti & Yash, Inc. doing business as YP Mini Mart located at 2517 Milledgeville Road. District 2, Super District 9.
4. A.N. 24-28 – Existing Location, New Ownership: Retail Package Liquor, Beer and Wine, Kamal Kumar Applicant for Tall Boys, LLC, located at 3973 Wrightsboro Road. District 3, Super District 10.
5. A.N. 24-29 - New Location: Consumption on Premises Liquor, Beer and Wine, Michael Schepis Applicant for Red Lion Bar & Grill located at 1936 Walton Way. District 1, Super District 9.

6. Motion to Approve Change Order No. 3 to Contract with RW Allen Construction, LLC for Fuel Farm Improvements in the amount of \$35,617.99. Approved by the Augusta Aviation Commission on May 23, 2024. (23BFA132)
7. Motion to approve RFQ award for RFQ #24-142 2024 Zoning Ordinance Update to White & Smith, LLC pending execution of contract.

ADMINISTRATIVE SERVICES

8. Receive as information the emergency request for the replacement of the HVAC controls system located at the Richmond County Sheriff's Office in the amount of \$35,994.00 by Trane Company.
9. Receive as information the emergency request for the repairs of several HVAC units located at the Municipal Building in the amount of \$49,605.00 by Trane Company.
10. Motion to amend Ordinance Code of Augusta Georgia, Title One, Chapter Seven, Article Four, Section 1-7-51 by repealing Section 500.305 of the PPPM related to Red Circle Rate with second reading waived; and to adopt a new Red Circle Rate Policy authorizing employees to receive Cost-Of-Living increases when employees are above the maximum of their salary grade, to become effective upon its approval, waiving any Augusta-Richmond County, Georgia ordinances in conflict with this policy/action for the this instance only; and for other purposes
11. Receive as information the emergency request for the replacement of the fuel supply pump and fuel clean-up for the power generator at E911 Emergency Services Department in the amount of \$52,172.00 by Georgia Power.

As a companion item with the emergency generator fuel supply pump replacement and fuel clean-up, the E911 Emergency Services Department is requesting Commission approval to utilize and transfer \$52,172.00 from the E911 Fund Balance to the 2024 E911 operating budget. The fund balance usage for the generator fuel supply pump replacement is an allowable E911 reserve fund purchase per Georgia Code 46-5-134.
12. Motion to **approve** bid #24-183 for the purchase of one 2025 Tandem Dump Truck, at a total cost of \$164,501 from Peterbilt of Augusta, GA for the Utilities Department – Construction and Maintenance Division.

ENGINEERING SERVICES

13. Approve a contract with ISM to install and maintain rainfall and water level monitoring equipment (RFQ 18-132))
14. Approve Hypochlorite Generator Service Agreement as a sole source procurement.
15. Approve professional services with ISM to provide technical services to support AMI infrastructure. \$309,120.00 (RFQ 18-132)
16. Approve a sole source contract to Industrial Scientific Corporation for confined Gas Monitoring Services at an annual cost of \$11,745.40 – Contract is for 4 years (48 months) at a total cost of \$47,013.60.
17. Approve Landscape Maintenance Agreement for Water Plants. The term of the award is to begin at the notice of award and will expire on 5/1/25. (ITB 24-209)
18. Approve a contract with Janus Research to evaluate Automated Metering Infrastructure Technology as a sole source procurement in the amount of \$457,339.39.

- 19.** Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase I.
- 20.** Approve RFQ #24-132 Selection of Engineering Firms for the Engineering Consultants Roster. Award will be for five (5) years, based upon continued satisfactory performance by the firms.
- 21.** Approve the sole source purchase from Utilicom Supply for traffic signal replacement parts. Approve funds in the amount of \$35,478.81. Requested by the Augusta Engineering & Solid Waste Department.
- 22.** Motion to award Bid Item #24-184 Exterior Stucco Repairs at Fire Station 5 & Fire Station 11 to Contract Management Inc. and authorize the mayor to sign all appropriate documentation.

FINANCE

- 23.** Motion to approve funding of operating, capital & encumbrance carryovers.
- 24.** Approve resolution authorizing the issuance of \$80 million in bonds and the refunding of the Water and Sewer Bonds Series 2012 for Water and Sewer Capital Projects.

PUBLIC SAFETY

- 25.** Motion to Approve Bid Item 24-189 Disposal of Forfeited or Abandoned Firearms for the Sheriff's Office to Century Arms in the amount of \$267,518.00.
- 26.** Motion to approve acceptance of the CACJ FY25 Adult Felony Drug Court, Veterans Court, and Mental Health Court Operating Grant in the amount of \$624,552 with a \$110,215 match amount.
- 27.** Motion to Approve FY25 CJCC Grant Funds for State Court DUI & Veterans Court.
- 28.** Receive the current Citywide Information Technology Policies & Procedures as information.
- 29.** Approve Insurance Policy for Augusta's Land Mobile Radio System
- 30.** Motion to approve the renewal of existing maintenance contract for software related to wireless communication equipment. This is a state contract. State Contract 99999-SPD-T201205501-0006.

LEGAL MEETING

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



Commission Meeting

June 27, 2024

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Moses Todd I Love Augusta , discuss SPLOST 9 City owned Cemeteries capital needs.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Moses Todd <mosestodd921@gmail.com>
Sent: Thursday, June 20, 2024 7:14 AM
To: Lena Bonner
Subject: [EXTERNAL] City owned Cemeteries

Ms. Bonner please put Former Commissioner Moses Todd on the appropriate committee agenda to discuss SPLOST 9 City owned Cemeteries capital needs.

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



Commission Meeting

June 27, 2024

Minutes

Department: N/A

Presenter: N/A

Caption: Motion to approve the minutes of the Commission Regular Meeting held June 18, 2024.

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A



COMMISSION MEETING MINUTES

Commission Chamber
Tuesday, June 18, 2024
2:00 PM

PRESENT

Mayor Garnett Johnson
Commissioner Brandon Garrett
Commissioner Jordan Johnson
Commissioner Bobby Williams
Commissioner Sean Frantom
Commissioner Francine Scott
Commissioner Catherine Smith-McKnight
Commissioner Stacy Pulliam
Commissioner Tony Lewis
Commissioner Wayne Guilfoyle

ABSENT

Commissioner Alvin Mason

INVOCATION

Dr. David H. McKinley, Pastor-Teacher, Warren Baptist Church

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

RECOGNITION(S)

- A. A Resolution of Recognition** presented to Augusta native **Mr. James "Jim" Lacey Dent**, American Professional Golfer. **(Requested by Commissioner Jordan Johnson; Approved by the Augusta Commission June 4, 2024)**

Congratulations!!! 2024 May Years of Service (YOS) 25–50-year recipients

Retirement Proclamation for **Lieutenant Paul Johnson** 36 years of service with the Richmond County Sheriff's Office. **(Requested by Commissioners Catherine McKnight and Wayne Guilfoyle)**

Presentation of a Resolution of Recognition is made to a family representative of Mr. James Dent.

Presentations are made to the 2024 May Years of Service 25 to 50 year recipients.

Presentation of a Retirement Proclamation to Lt. Paul Johnson.

DELEGATION(S)

- B. Ms. Shelly Martin** regarding concerns with noise from the Pedal Pub Bar and its effect on luxury apartment community, The Augustan.

It was the consensus of the Commission that the Director of Planning and Development Department meet with representatives of the Sheriff's Department, Ms. Shelly Martin of ATC Development and the owners of the Pedal Pub Bar to determine if a solution can be reached regarding the noise concerns involving the bar and adjacent homes and apartments in that area and report back with an update and recommendation to the Commission.

- C. Ms. Yolanda Brooks** regarding constructive evictions relative to federal funded businesses/HUD Housing Authority.

Ms. Brooks did not appear before the Commission.

- D. Mr. Michael Barnard** requesting closure of the 900 block of Broad (Augusta Common side) from **June 21st 10:00 a.m. until 5 p.m. on June 22, 2024.**

It was the consensus of the Commission that the request from Mr. Michael Barnard be honored for the closure of the 900 block of Broad Street on the Augusta Commons side from June 21 at 10:00 am until 5:00 pm on June 22, 2024 in cooperation with the Augusta Traffic Engineering Department and that the Augusta Pride group obtain a special events permit from the Sheriff's Department.

CONSENT AGENDA

(Items 1-15)

PLANNING

- 1. Final Plat – S-992 – Bellemeade Landing** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Bo Slaughter requesting final plat approval for Bellemeade Landing containing 67 lots, located at 2345 Golden Camp Road. Reviewing agency approval 5/17/2024

Motion to bring back this item at the Commission meeting on July 16, 2024.

Motion made by Williams, Seconded by Scott.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Voting Nay: Garrett

Motion carries 8-1.

- 2. Z-24-22** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Darren Meadows on behalf of Georgia Vitriified Brick & Clay Co., LLLP, requesting a **rezoning from zone A (Agricultural) and B-2 (General Business) to zone B-2 (General Business)** affecting properties containing approximately 165.21 acres located at 2883 Gordon Highway. Tax Map #064-0-004-01-0.

Motion to approve.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 3. Z-24-23** – A request for concurrence with the Augusta Planning Commission to **approve** a petition by Southern Civil Solutions, LLC, on behalf of NEK Restaurant Holdings, LLC and 3J7B Real Estate, LLC, **requesting a rezoning from zone R-3A (Multiple-family Residential) and B-1 (Neighborhood Business) to zone R-1E (One-family Residential)** affecting properties containing approximately 5.02 acres located at **2116 and 2132 Lumpkin Road**. Tax Map #110-1-028-00-0 and 110-1-027-00-0

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 4. Z-24-24** – A petition by Kim Bragg on behalf of Bridging the Gap Augusta, LLC, requesting to **,remove conditions of B-1 zoning adopted with rezoning Z-07-19, which limits use of the property to an interior decorating shop or carpet cleaning business** affecting property containing approximately 0.48 acres located at **112 Pleasant Home Road**. Tax Map #010-0-059-00-0.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 5. SE-24-10** – A request for concurrence with the Augusta Planning Commission to **approve** a petition by OPW Unlimited, LLC on behalf of OPW 4275, LLC, requesting a special exception per Section 26-1(i) of the Comprehensive Zoning Ordinance **to establish a privately owned and operated recreational facility** affecting property containing approximately 80.79 acres located at **4275 Old Waynesboro Road**. Tax Map #231-1-001-00-0. Zoned R-1 (One-family Residential)

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 6. Z-24-16** – A request for concurrence with the Augusta Planning Commission to **approve** a petition by Gulley Cat, LLC, **requesting a rezoning from zone R-1C (One-family Residential) to zone R-1D (One-family Residential)** affecting property containing approximately 12.78 acres located at **3749 Old Waynesboro Road**. Tax Map #170-2-054-00-0.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle
Voting Nay: Garrett

Motion carries 8-1.

ADMINISTRATIVE SERVICES

7. Motion to **approve** tasking the Clerk of Commission to engage The Carl Vinson Institute of Government at the University of Georgia to begin the process of leading and providing guidance to Augusta Richmond County down the path towards the creation of a charter review committee. **(Approved by Administrative Services Committee June 11, 2024).**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

8. Motion to **approve** the creation of one Victim Witness Advocate in the Solicitor's Office with an annual salary of \$47,679.97, including benefits. **(Approved by Administrative Services Committee June 11, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

ENGINEERING SERVICES

9. Motion to **approve** the purchase through annual contract of network and internet enabled equipment for the next phase of the TIA Intelligent Transportation System project. Approve funds in the amount of \$1,299,102.61. Requested by the Augusta Engineering & Solid Waste Department. **(Approved by Engineering Services on June 11, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

FINANCE

10. Motion to **approve** funding for the General Primary and Nonpartisan Election Runoff. **(Approved by Finance Committee June 11, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

PUBLIC SAFETY

11. Motion to **approve** the Augusta-Richmond County (FY25) Capacity Agreement for State Inmates to be housed at the Richmond County Correctional Institution. **(Approved by Public Safety Committee June 11, 2024).**

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

12. Motion to **approve** amendment of the subsidy agreement (per diem rate) to house state inmates with the Georgia Department of Corrections. (**Approved by Public Safety Committee June 11, 2024**).

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

13. Motion to **approve** acceptance of the CACJ FY25 Family Treatment and Juvenile Drug Court Operating Grant in the amount of \$135,537 with a \$23,918 match amount. (**Approved by Public Safety Committee June 11, 2024**).

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

14. Motion to **accept** the FY2024 Emergency Management Performance Grant (EMPG) in the amount of \$50,000 and authorize the mayor to sign all appropriate documentation. (**Approved by Public Safety Committee June 11, 2024**).

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

PETITIONS AND COMMUNICATIONS

15. Motion to **approve** the minutes of the Commission Meeting held June 4, 2024 and Special Called Meeting held June 11, 2024.

Motion to approve.

Motion made by Garrett, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

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

Item 1.

**AUGUSTA COMMISSION
REGULAR AGENDA**

(Items 16-19)

ADMINISTRATIVE SERVICES

16. MOTION TO **APPROVE** RESOLUTION OF THE BOARD OF COMMISSIONERS OF AUGUSTA-RICHMOND COUNTY COMMISSION APPOINTING INITIAL MEMBERS TO THE BOARD OF THE “GREATER AUGUSTA JOINT DEVELOPMENT AUTHORITY. **(Requested by Mayor Garnett Johnson)**

Motion to approve.

Motion made by Scott, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

FINANCE

17. Motion to **approve** engaging UHY Advisors Mid Atlantic to conduct audit of Parks and Recreation. **(No recommendation from Finance Committee May 28, 2024, referred from Commission Meeting June 4, 2024)**

Motion to deny the bid.

Motion made by Frantom, Seconded by Smith-McKnight.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Voting Nay: Johnson

Motion carries 8-1.

PUBLIC SAFETY

18. Update from the Administrator/staff regarding the proposal from Best Friends Animal Society. **(No recommendation from Public Safety Committee June 11, 2024).**

It was the consensus of the Commission to approve revisiting this item in 30 days as requested by the Administrator.

LEGAL MEETING

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

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

ADDENDUM ITEMS

1. Motion to approve the nomination of Commissioner Francine Scott as the Voting Delegate for the 2024 National Association of County Officials (NACo) Annual Conference on behalf of Augusta-Richmond County. (Requested by Commissioner Francine Scott)

It was the consensus of the Commission that this item be added to the agenda without objection.

Motion to approve.

Motion made by Smith-McKnight, Seconded by Frantom

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Ms. Pulliam out.

Motion carries 8-0.

2. Motion to approve Sponsor Agreement with the Georgia Historical Society on behalf of the Augusta Foxing Club. (Requested by Commissioner Wayne Guilfoyle)

It was the consensus of the Commission that this item be added to the agenda without objection.

Motion to approve.

Motion made by Smith-McKnight, Seconded by Guilfoyle.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Lewis, Guilfoyle

Ms. Pulliam out.

Motion carries 8-0.



Augusta Commission Meeting

June 27, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	A.N. 24-26 – Existing Location, New Ownership: Retail Package for Beer and Wine, Chirag Patel Applicant for Jay Ambe 1228, LLC doing business as In-N-Out Market located at 1902 Windsor Springs Road. District 6, Super District 10
Background:	Existing Location – Lucky Lotto
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
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number 2024 - 525

1. Name of Business JAY AMBE 1228 LLC D.B.A IN-N-OUT MARKET LOTTERY STORE
2. Business Address 1902 Windsor Spring Rd
3. City AUGUSTA State GA Zip 30906
4. Business Phone (____) _____ Home Phone (404) 392-1181 Cell _____
5. Applicant Name and Address: CHIRAK PATEL
4415 HURON DR.
CUMMING, GA 30028
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: NONE
8. Business Location: Map & Parcel 1104160010 Zoning C3
9. Location Manager(s) CHIRAK PATEL
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: JAY AMBE 1228 LLC 2/23/2024
12. Mailing Address: 1902 Windsor Spring Rd, Augusta, GA 30906
Name of Business IN-N-OUT MARKET LOTTERY STORE
Attention NONE
Address 1902 Windsor Spring Rd.
City/State/Zip AUGUSTA, GA 30906
13. Ownership Type: ☒ Corporation () Partnership () Individual
14. Corporate Name: JAY AMBE 1228 LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>CHIRAK PATEL</u>	<u>owner</u>		<u>4415 HURON DR.</u> <u>CUMMING, GA 30028</u>	<u>100%</u>

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Consumption on Premises					
Wholesale					

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

16. Have you ever applied for an Alcohol Beverage License before: No
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ☒ Yes () No If so, please initial CP



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes ☒ No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes ☒ No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
MALAY PATEL
22. List the name and other required information for each person, firm or corporation having any interest in the business.
NONE
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, CHIRAG PATEL
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
25. I hereby certify that Chirag Patel is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 9th day of April, in the year 2024

Applicant Signature

ERIK COE PUCKETT

NOTARY PUBLIC

Forsyth County

State of Georgia

My Comm. Expires April 10, 2027

Notary Public

FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector	<input checked="" type="checkbox"/>		<u>B. L. G...</u>
Sheriff	<input checked="" type="checkbox"/>		<u>[Signature]</u>
Fire Inspector			

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

Administrator

Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-26

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

Business Name: In-N-Out Market

Hearing Date: June 27, 2024

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

Applicant: Chirag Patel

Property Owner: Jay Jay Bajrangbali, LLC

Address of Property: 1902 Windsor Springs Road

Tax Parcel #: 110-4-160-01-0

Commission Districts: District 6, Super District 10

ANALYSIS:

Location Restrictions:

- **Zoning:** General Business, B-1
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

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

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

RECOMMENDATION:

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

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

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



Augusta Commission Meeting

June 27, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	A.N. 24-27 – New Location: Retail Package Beer and Wine, Bhavikaben Patel Applicant for Pravti & Yash, Inc. doing business as YP Mini Mart located at 2517 Milledgeville Road. District 2, Super District 9
Background:	New Location – YP Mini Mart
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
<u>REVIEWED AND APPROVED BY:</u>	N/A

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2024 Alcohol Account Number 2024-597

1. Name of Business PRATVI & YASH INC
2. Business Address 2517 MILLEDGEVILLE ROAD SUITE 1
3. City AUGUSTA State GA Zip 30904
4. Business Phone (912) 381-3510 Home Phone () _____
5. Applicant Name and Address: BHAVIKABEN PATEL
1141 MCINTEER CIRCLE, GREENSBORO, GA 30642
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel 071-4-014-01-0 Zoning C3
9. Location Manager(s) _____
Bhavikaben L. Patel
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 01-31-2024
12. Mailing Address: 1141 MCINTEER CIRCLE, GREENSBORO, GA 30642
Name of Business PRATVI & YASH INC
Attention _____
Address 2417 MILLEDGEVILLE ROAD SUITE 1
City/State/Zip AUGUSTA, GA 30904
13. Ownership Type: (X) Corporation () Partnership () Individual
14. Corporate Name: Pratvi & Yash Inc
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Bhavikaben L. Patel	President		1141 MCINTEER CIRCLE	100%
			GREENSBORO, GA	
			30642	

15. What type of business will you operate in this location?
() Restaurant () Lounge (x) Convenience Store
() Package Store () Other: _____

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

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

16. Have you ever applied for an Alcohol Beverage License before: NO
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No If so, please initial. BMP



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
CLEARLAKE CAPITAL, LLC
22. List the name and other required information for each person, firm or corporation having any interest in the business.
Zain Gillani 5500 Oakbrook Parkway Suite 210 Norcross, Georgia 30093
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 351.93 ft. C.) School _____
B.) Library _____ D.) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, Bhavikaben L. Patel
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
Bhavika Patel
Applicant Signature
25. I hereby certify that Bhavikaben L. Patel is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 1ST day of APRIL, in the year 2024.

[Signature]
Notary Public

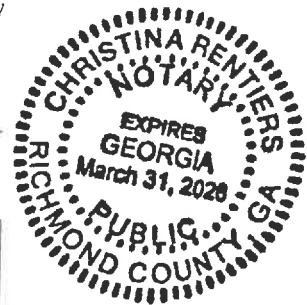
FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	<input checked="" type="checkbox"/>		<u>[Signature]</u>
Sheriff	<input checked="" type="checkbox"/>		<u>[Signature]</u>
Fire Inspector			

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

Administrator

Date



PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-27

Application Type: Retail Package Beer, and Wine - New Location

Business Name: YP Mini Mart

Hearing Date: June 27, 2024

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

Applicant: Victor Smith

Property Owner: Clearlake Capital, LLC

Address of Property: 2517 Milledgeville Road

Tax Parcel #: 074-4-014-01-0

Commission Districts: District 2, Super District 9

ANALYSIS:

Location Restrictions:

- **Zoning:** General Business, B-2
- **Distance Requirements:** The proposed location for Retail Package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

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

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

RECOMMENDATION:

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

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

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



Augusta Commission Meeting

June 27, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	A.N. 24-28 – Existing Location, New Ownership: Retail Package Liquor, Beer and Wine, Kamal Kumar Applicant for Tall Boys, LLC , located at 3973 Wrightsboro Road. District 3, Super District 10
Background:	Existing Location – Belair Package
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of \$4,660.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Tall boys LLC
2. Business Address 3973 Wrightsboro Road
3. City Augusta State GA Zip 30909
4. Business Phone (____) 706-664-8197 Home Phone (____) _____
5. Applicant Name and Address: Kamal Kumar
117 Preakness Dr
Evans, GA 30809
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel Parcel ID: 0380025000 Zoning C3
9. Location Manager(s) Kamal Kumar
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 04/16/2024
12. Mailing Address:
Name of Business Tall boys LLC
Attention Kamal Kumar
Address 117 Preakness Dr
City/State/Zip Evans, GA 30809
13. Ownership Type: () Corporation () Partnership ☒ Individual
14. Corporate Name: Tall boys LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest

15. What type of business will you operate in this location?
() Restaurant () Lounge () Convenience Store
() Package Store ☒ Other: Liquor Store

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

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

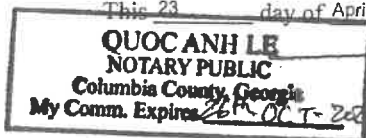
16. Have you ever applied for an Alcohol Beverage License before: NO
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ☒ Yes () No If so, please initial. Kamal Kumar



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
Columbia Land Corporation
22. List the name and other required information for each person, firm or corporation having any interest in the business.
Kamal Kumar, Ramesh Kumar
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, Kamal Kumar
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
25. I hereby certify that Kamal Kumar is personally known to me, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 23 day of April, in the year 2024.

Applicant Signature

proved to me on the basis of satisfactory Q/L evidence driver license ID #071571169



Notary Public

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Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	✓		<i>[Signature]</i>
Sheriff	✓		
Fire Inspector			

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

Administrator

Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-28

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

Business Name: Existing Name Belair Package

Hearing Date: June 27, 2024

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

Applicant: Kamal Kumar

Property Owner: Columbia Land Corporation

Address of Property: 3973 Wrightsboro Road

Tax Parcel #: 038-0-025-00-0

Commission Districts: District 3, Super District 10

ANALYSIS:

Location Restrictions:

- **Zoning:** General Business, B-1
- **Distance Requirements:** The proposed location for Retail Package Liquor, Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

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

FINANCIAL IMPACT: The applicant will pay a fee of \$4,660.00

RECOMMENDATION:

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

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

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



Augusta Commission Meeting

June 27, 2024

Alcohol License

Department:	Planning & Development
Presenter:	Brian Kepner, Deputy Director, Planning and Licensing Divisions
Caption:	A.N. 24-29 - New Location: Consumption on Premises Liquor, Beer and Wine, Micheal Schepis Applicant for Red Lion Bar & Grill located at 1936 Walton Way. District 1, Super District 9
Background:	New Location – Red Lion Bar & Grill
Analysis:	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
Financial Impact:	Applicant will pay a fee of \$4,365.00
Alternatives:	N/A
Recommendation:	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements. Sheriff’s Office approved the application subject to additional information not contradicting applicant’s statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Red Lion Pub & Grill
2. Business Address 1436 Walton Way
3. City Augusta State Ga. Zip 30904
4. Business Phone () _____ Home Phone _____
5. Applicant Name and Address: Michael Thomas Schepis
2337 Kings Way
Augusta, Ga 30904
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____

8. Business Location: Map & Parcel 035-3-408-00-0 Zoning C-3
9. Location Manager(s) Michael Schepis
Ben Rollins
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(☒) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 05/03/2019
12. Mailing Address:
Name of Business Red Lion Pub & Grill
Attention Michael Schepis
Address 2337 Kings Way
City/State/Zip Augusta Georgia 30904
13. Ownership Type: (☒) Corporation () Partnership () Individual
14. Corporate Name: Red Lion Tavern, LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Michael Schepis	Owner		2337 Kings Way Augusta, Ga. 30904	100%

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Wholesale					

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

16. Have you ever applied for an Alcohol Beverage License before: Yes
If so, give year of application and its disposition: 1996 - ✓ 1999 - ✓ (closed)
2000 - ✓ 2005 - ✓ 2012 - ✓
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No If so, please initial MS

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



19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? (✓) Yes () No
If yes, give full details: F.D. Not checked

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

21. List owner or owners of building and property. Michael Thomas Schepis

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

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.

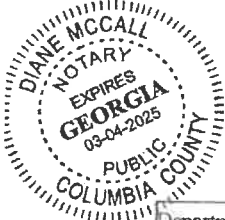
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, Michael Thomas Schepis
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.

Michael Schepis
Applicant Signature

25. I hereby certify that Michael Schepis is personally known to be, That he/she signed his/her name to the foregoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 29th day of April, in the year 2024.

Diane McCall
Notary Public



FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector	✓		<u>[Signature]</u>
Sheriff	✓		<u>[Signature]</u>
Fire Inspector			

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

Administrator

Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 24-29

Application Type: Consumption on Premises for Liquor, Beer, and Wine - New Location

Business Name: Red Lion Bar & Grill

Hearing Date: June 27, 2024

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

Applicant: Micheal Schepis

Property Owner: Hickory Tree Holdings, LLC

Address of Property: 1936 Walton Way

Tax Parcel #: 035-3-408-00-0

Commission Districts: District 1, Super District 9

ANALYSIS:

Location Restrictions:

- **Zoning:** General Business, B-2
- **Distance Requirements:** The proposed location for consumption on premises for Liquor, Beer, and Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.
- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

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

FINANCIAL IMPACT: The applicant will pay a fee of \$4,365.00

RECOMMENDATION:

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

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

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



Public Services Committee Meeting

Meeting Date: June 20, 2024

Augusta Regional Airport

Department:	Augusta Regional Airport – Fuel Farm Improvements, Change Order #3
Presenter:	Herbert Judon
Caption:	Motion to Approve Change Order No. 3 to Contract with RW Allen Construction, LLC for Fuel Farm Improvements in the amount of \$35,617.99. Approved by the Augusta Aviation Commission on May 23, 2024. (23BFA132)
Background:	<p>RW Allen Construction, LLC is currently contracted to construct the Fuel Farm Improvement project. This requested Change Order #3 includes costs associated with additional earthwork/grading around the new Jet-A Tank pad, site lighting rework, and the installation of a new pressure reducing valve.</p> <p>The additional earthwork and grading within this change order request is due to grading revisions issued by the Engineer during construction. There were minor discrepancies between the design and existing grades which required RW Allen to rework certain areas within the project area. This rework required the relocation of silt fence previously installed and the relocation of the existing security fence.</p> <p>In addition to these costs, the contractor was also required to rework/make necessary changes to the proposed site lighting foundations. Prior to completion of the foundations, heavy groundwater was encountered at several light locations. This groundwater was not encountered during the geotechnical exploration completed during the design phase and is most likely due to wetter than average conditions and heavy rainfall during the project. Per direction by the Construction Administration team, additional concrete and/or steel was required to be installed in these foundations thus resulting in additional costs.</p> <p>The pressure reducing valve is required as the existing water line utilized for this project exhibited higher pressures than originally planned. Prior to the installation of the PRV, high pressure was causing failures at the new valve(s) and connections.</p>
Analysis:	Staff has evaluated the change order request provided by RW Allen and finds that the costs associated with the new line item(s) are acceptable and are within the unit prices provided as part of the original contract and/or within the industry.
Financial Impact:	This increase of \$35,617.99 revises RW Allen's contract to \$2,728,531.15.

Alternatives: To deny.

Recommendation: Recommend Approval. Approved by the Augusta Aviation Commission on May 23, 2024.

Funds are available in the following accounts: 551081306-5414910

REVIEWED AND N/A
APPROVED BY:



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 Fuel Farm Improvements
Project No.: 0119700-210446.02

CHANGE ORDER NO.: 03
Date: 05/15/2024
Cc:

CONTRACTOR: RW Allen Construction, LLC
1015 Broad St, Augusta, GA 30901

DESCRIPTION of CHANGE: Quantity Adjustments

CP No.	Description	Amount
COP-3	Subgrade Prep – Extend Tank Pad 10 and Grade	\$8,189.60
COP-3	Installation of Silt Fence/Removal – Move Silt Fence	\$1,820.00
COP-3	Subgrade Prep – Additional Grading Tank Pad	\$9,800.42
TOTAL		\$19,810.02

CP No.	Spec	Description	Unit	Quantity	Unit Price	Amount
COP-3	C-105.1	Additional Mobilization	LS	1	\$3,088.00	\$3,088.00
COP-3	GDOT-171.1	Installation and Removal of Silt Fence or Silt Sock	LF	158	\$7.50	\$1,185.00
COP-3	GDOT-205.1	Unclassified Excavation	CY	280	\$26.48	\$7,414.40
COP-3	GDOT-205.2	Subgrade Preparation	CY	677	\$1.81	\$1,225.37
COP-3	GDOT-208.1	Embankment	CY	235	\$29.35	\$6,897.25
TOTAL						\$19,810.02

DESCRIPTION of CHANGE: New Work/Extra Work

CP No.	Spec	Description	Unit	Quantity	Unit Price	Amount
COP-3	F-162.5	Remove & Relocate 100 LF of Fence	LF	110	\$32.90	\$3,290.00
COP-3	MEP-003	Site Lighting – Electrical Light Poles Rework	LS	1	\$7,400.00	\$7,400.00
COP-3	MEP-004	Pressure Reducing Valve	EA	1	\$3,947.00	\$3,947.00
Subtotal						\$14,637.00
Overhead and Profit (7.50% Applies to all line item types):						\$1,097.78
Bonds and Insurance (0.50% Applies to all line item types):						\$73.19
TOTAL						\$15,807.97

PROVIDED JUSTIFICATION:

1. Costs associated with the additional work are required per grading changes made during construction.
2. The contractor believes that figures in the CO to be reasonable and therefore final.
3. RW Allen has executed a change order with the subcontractor in order to move forward as a good faith effort.

ADJUSTMENT of CONTRACT SUM

Original Contract Sum:	\$ <u>2,660,424.91</u>
Prior Adjustments:	\$ <u>32,488.25</u>
Contract Sum Prior to this Change:	\$ <u>2,692,913.16</u>
Adjustment for this Change:	\$ <u>35,617.99</u>
Revised Contract Sum:	\$ <u>2,728,531.15</u>

ADJUSTMENT of CONTRACT TIME

Original Contract Time:	<u>180</u> (days)
Prior Adjustments:	<u>5</u> (days)
Contract Time Prior to this Change:	<u>185</u> (days)
Adjustment for this Change:	<u>31</u> (days)
Revised Contract Time:	<u>216</u> (days)

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

ENGINEER

Recommended by: Mead & Hunt

 Engineer Date

OWNER'S REPRESENTATIVE

Recommended by:

 Representative Date

CONTRACTOR

Accepted by:

 Date

OWNER

Approved by:

 Date



**Public Services Agenda –
Recommend Approval Zoning Ordinance Update RFQ 35-142**

Meeting Date: June 29, 2024

Department:	Planning and Development Department
Presenter:	Carla Delaney
Caption:	Motion to approve RFQ award for RFQ #24-142 2024 Zoning Ordinance Update to White & Smith, LLC pending execution of contract.
Background:	The evaluation committee in coordination with Procurement has selected White & Smith, LLC to prepare the Zoning Ordinance Update. Augusta-Richmond County will utilize this update as a policy and visual guide for city growth and development. The update will examine and address how the present zoning ordinance should change and/or be updated based on national, regional, and local trends that will impact development patterns. The zoning ordinance update will serve as a guide for development and will address topics including but not limited to accessory dwelling units, planned residential, entertainment district, setbacks, and density.
Analysis:	The item was let via the Augusta Procurement utilizing the procedures set forth in the Augusta Code. An RFQ was issued with three (3) companies responded. White & Smith received the highest score during the evaluation process. The Planning and Development Department requested you to enter negotiations with White & Smith. The Department has negotiated with the vendor and has reached an agreement on a fee which is acceptable.
Financial Impact:	\$327,493 has been earmarked in the 2024 Augusta's budget to cover the expense.
Alternatives:	The Zoning Ordinance will not be updated.
Recommendation:	Planning & Development seeks approval to award the 2024 Zoning Ordinance Update to White & Smith, LLC in the amount of \$327,493.
Funds are available in the following accounts:	The budget is in fund 220016309-5212999.

**REVIEWED AND
APPROVED BY:**

Request for Qualifications

Request for Qualifications will be received at this office until **Tuesday, February 20, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: **836 2375 7590; Passcode: 887371** for furnishing:

RFQ Item #24-142 2024 Zoning Ordinance Update for Augusta, GA – Planning and Development Department

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

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

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

Pre-Qualification Conference will be held on Monday, February 5, 2024 @ 10:00 a.m. via Zoom Meeting ID: 865 7944 3234; Passcode: 278563.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, February 6, 2024 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle January 11, 18, 25, 2024 and February 1, 2024
Metro Courier January 11, 2024


Revised: 3/22/21



**RFQ Opening-RFQ Item #24-142 2024 Zoning Ordinance Update
for Augusta, GA-
Planning and Development Department
RFQ Due: Tuesday, February 6, 2024 @ 5:00 p.m.**

Total Number Specifications Mailed Out: 21
Total Number Specifications Download (Demandstar):
Total Electronic Notifications (Demandstar):
Georgia Procurement Registry:
Total packages submitted: 3
Total Noncompliant: 0

VENDORS	Attachment "B"	Addendum 1	E-Verify Number	Save Form	Original	Copies 7
WHITE & SMITH, LLC 200 NE MISSOURI RD STE 200 LEES SUMMIT, MO 64086	YES	YES	334276	YES	YES	YES
KIMLEY-HORN 1200 PEACHTREE STREET NE SUITE 800 ATLANTA, GA 30309	YES	YES	2023677	YES	YES	YES
THE ZONE CO 1502 VINE ST, 4TH FLOOR CINCINNATI, OH 45202	YES	YES	1705764	YES	YES	YES

<div></div> <div>RFQ #24-142 2024 Zoning Ordinance Update for Augusta, GA- Planning and Development DepartmentEvaluation Date: Thursday, March 1, 2024 @ 2:00 p.m. via ZOOM</div>															
Vendors			WHITE & SMITH, LLC 200 NE MISSOURI RD STE 200 LEES SUMMIT, MO 64086		KIMLEY-HORN 1200 PEACHTREE STREET NE SUITE 800 ATLANTA, GA 30309		THE ZONE CO 1502 VINE ST, 4TH FLOOR CINCINNATI, OH 45202			WHITE & SMITH, LLC 200 NE MISSOURI RD STE 200 LEES SUMMIT, MO 64086		KIMLEY-HORN 1200 PEACHTREE STREET NE SUITE 800 ATLANTA, GA 30309		THE ZONE CO 1502 VINE ST, 4TH FLOOR CINCINNATI, OH 45202	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)							Weighted Scores					
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)											
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	4.8	4.5	4.2									
2. Qualifications & Experience		(0-5)	15	4.7	4.7	3.7									
3. Organization & Approach		(0-5)	15	4.5	4.3	3.2									
4. Scope of Services (30 points) - Detailed description of the proposed technical approach to be taken for the performance of the required services and associated deliverables. This should include details on your understanding of the Project Objectives listed in Section III and the Scope of Services listed in Section IV. Please elaborate on the following: a. Your Firms project understanding, technical approach and knowledge of federal and state requirements for zoning ordinance updates. b. Demonstrated examples and experience in updating and modifying zoning ordinance. c. Experience including the potential addition of an entertainment district overlay. d. Knowledge of review and analysis of zoning ordinances.		(0-5)	45	4.8	4.7	4.0									
5. Financial Stability		(0-5)	5	4.8	4.8	4.7									
6. References		(0-5)	5	17.5	17.5	15.3									
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)				36.3	36.0	30.8									
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)															
8. Presentation by Team		(0-5)	10	4.7	3.8										
9. Q&A Response to Panel Questions		(0-5)	5	4.3	4.4										
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)				9.0	8.2	0.0									
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)															
Total Cumulative Score (Maximum point is 525)				45.3	44.2	30.8									
Internal Use Only															
Evaluator: Cumulative Date: 3/1/24 Phase I - 3/11/2024 Phase II															
Procurement DepartmentRepresentative:_____Nancy Williams_____															
Procurement Department Completion Date: 3/1/24 Phase I - 3/11/2024 Phase II															

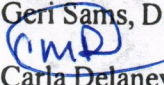


PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300
Augusta, Georgia 30901

1803 Marvin Griffin Road
Augusta, Georgia 30906

Memorandum

TO: Geri Sams, Director of Procurement
FROM:  Carla Delaney, Director of Planning & Development
DATE: March 14, 2024
SUBJECT: RFQ 24-142 2024 Zoning Ordinance

Good afternoon,

After considering the submissions and presentations, the committee would like to move forward with negotiations for the 2024 Zoning Ordinance with White & Smith, LLC.

Please let me know if any additional information is needed.

Carla Delaney

FEE PROPOSAL 24-142 ZONING ORDINANCE UPDATE

Submitted by: White & Smith, LLC Team

Task	Fees
1 Project Initiation	
1.1 Document Review	\$9,320
Project Orientation Meeting with Site Tour	
1.2 (Meeting to finalize Work Plan & Schedule)	\$10,000
Steering Committee Kickoff & Regular Meetings	
1.3 (4 Steering Committee Meetings)	\$6,760
Stakeholder Meetings	
1.4 (8 Focus Group Meetings)	\$3,990
Subtotal	\$30,070
2 Assessment & Recommendations	
2.1 Existing Conditions Report	\$10,760
2.2 Amendment List & Prioritization	\$10,180
2.3 Recommendations Memo	\$20,000
Subtotal	\$40,940
3 Community Engagement	
Website	
3.1 (Creation; hosting; online survey)	\$0
Media Presence	
3.2 (Social media; media release; public communications)	\$6,660
Public Workshops	
3.3 (2 Public Meetings)	\$18,420
Subtotal	\$25,080
4 Entertainment District Overlay	
4.1 Discovery	\$14,960
4.2 Analysis & Evaluation	\$20,960
4.3 Zoning Ordinance Approach	\$5,680
Subtotal	\$41,600
5 2024 Zoning Ordinance Updates	
5.1 Drafting - Zoning & Use Amendments	\$33,200
5.2 Drafting - Development Standards Amendments	\$46,000
5.3 Drafting - Process & Procedures Amendments	\$30,000
5.4 Draft Zoning Ordinance Amendments	\$17,400
Subtotal	\$126,600
6 Adoption	
6.1 Executive Summary	\$2,000
Planning Commission & Commission Meetings	
6.2 (1 meeting each)	\$12,640
Subtotal	\$14,640
7 Project Management / Expenses	
7.1 Bi-Weekly Meetings & Status Reports	\$10,000
7.2 Travel Cost + Expense	\$33,866
7.3 Management & Coordination (1.5% of Project Cost)	\$4,697
Subtotal	\$48,563
Net Total Fees	\$327,493

On behalf of White & Smith, LLC, we accept the above-referenced offer

 Digitally signed by Mark White
Date: 2024.06.10 21:48:12 -05'00'

RS&H CONSULTANTS
ATTN: STEVE COTE
730 PEACHTREE STREET N.E.
SUITE 430
ATLANTA, GA 30308

CAMBRIDGE SYSTEMATICS
MANAGING DIRECTOR
730 PEACHTREE STREET N.E.
SUITE 500
ATLANTA, GA 30308

GRESHAM SMITH & PARTNERS
MANAGING DIRECTOR
600 WEST PEACHTREE STREET N.W.
SUITE 1550
ATLANTA, GA 30308
RETURNED MAIL

STANTEC
229 PEACHTREE STREET NE, SUITE 1900
ATLANTA, GEORGIA 30303-1629

AECOM
ATTN: GARRICK EDWARDS
1360 PEACHTREE STREET N.E.
SUITE 500
ATLANTA, GA 30309

CDM SMITH
ATTN: DEBRA JAMES
3200 WINDY HILL RD SE
SUITE 210 W
ATLANTA, GA 30339
(RETURNED MAIL)

WSP
MANAGING DIRECTOR
3340 PEACHTREE ROAD NE
SUITE 2400
ATLANTA, GA 30326

ATKINS
MANAGING DIRECTOR
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GA 30328

WRT, LLC – PHILADELPHIA
1700 MARKET STREET, SUITE 2800
PHILADELPHIA, PA 19103

VHB
1355 PEACHTREE ST. NE
SUITE 100
ATLANTA, GA 30309

STANTEC CONSULTING
521 EAST MOREHEAD ST.
SUITE 425
CHARLOTTE, NC 28202-2695

RK&K
2100 EAST CARY ST., SUITE 309
RICHMOND, VA 23223

JOHNSON LASCHOB & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

ALTA PLANNING & DESIGN
711 SE GNAND AVENUE
PORTLAND, OR 97214

POND CO.
3500 PARKWAY LANE,
SUITE 500
PEACHTREE CORNERS, GA 30092

CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GEORGIA 30901

KIMLEY-HORN
554 EAST GORDON STREET
SUITE 200
SAVANNAH, GA 31401
RETURNED MAIL

GOODWYN MILLS CAWOOD
801 BROAD STREET
SUITE 900
AUGUSTA, GA 30901

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

KIMLY HORN - ALPHARETTA
11720 AMBER PARK DRIVE
SUITE 600
ALPHARETTA, GA 30009

CLARION
101 MARKET STREET, SUITE D
CHAPEL HILL, NC 27516

BRIAN KEPNER
PLANNING AND DEVELOPMENT

CARLA DELANEY
PLANNING AND DEVELOPMENT

PHYLLIS MILLS JOHNSON
COMPLIANCE OFFICE

RFQ ITEM # 24-142
2024 ZONING ORDINANCE UPDATE
FOR PLANNING AND DEVELOPMENT
MAILED 01/11/2024

RFQ ITEM # 24-142
2024 ZONING ORDINANCE UPDATE
FOR PLANNING AND DEVELOPMENT
BID DUE TUESDAY 02/20/2024


BID ITEM #24-142
PG 1 OF 1

Planholders

Add Supplier

Export To Excel

Supplier (11)

Supplier 	Download Date
Chayas Life Delivery LLC	01/11/2024
ConstructConnect	01/17/2024
Covenant Realtors	01/12/2024
Dodge Data	01/11/2024
MHCP COLAB	01/16/2024
Onvia, Inc. - Content Department	01/11/2024
Penate Consulting, LLC	01/11/2024
Pond & Company	01/29/2024
The W Real Estate and Investment Group	01/12/2024
WGI, Inc.	01/18/2024
ZoneCo	02/16/2024

Add Supplier

Supplier Details

Supplier Name	Chayas Life Delivery LLC
Contact Name	Tobias Sims
Address	2399 basswood dr , Augusta, GA 30906
Email	Simsfamily911@gmail.com
Phone Number	706-399-8819

Documents

Filename	Type	Action
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Nancy M. Williams

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, January 11, 2024 5:45 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000028

Dear Tywanna Scott,
 tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2024-000000028
Event Title: 24-142 2024 Zoning Ordinance Update
Event Type: Non-State Agency

Process Log

2024/01/11 17:35:32 : Log starts for - 6524526 - EVENT_RELEASE_TO_SUPL
 2024/01/11 17:35:36 : Email Process Log for the Event#: PE-72155-NONST-2024-000000028
 2024/01/11 17:35:36 : Email Batch# 2401114683
 2024/01/11 17:35:36 : Notification Type: EVENT_RELEASE_TO_SUPL
 2024/01/11 17:37:23 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
 2024/01/11 17:37:23 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
 2024/01/11 17:42:00 : Bad Email not sent to tstone@atwell-group.co, of ATWELL LLC
 2024/01/11 17:44:46 : Total No of Contacts found for sending Email: 1600
 2024/01/11 17:44:46 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000028&sourceSystemType=gpr20>

01/11/2024 05:44:46 PM

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

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

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

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

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

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

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

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



Administrative Services Committee

Meeting Date: Thursday, June 27, 2024

Emergency – Richmond County Sheriff’s Office HVAC Controls

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Receive as information the emergency request for the replacement of the HVAC controls system located at the Richmond County Sheriff’s Office in the amount of \$35,994.00 by Trane Company.
Background:	The HVAC control system at the Richmond County Sheriff’s Office has failed and cannot be accessed. The lack of access to the controls prevents temperatures to be successfully regulated within the building. It is of utmost importance that the replacement of the control system takes place in order to properly regulate the HVAC system throughout the facility.
Analysis:	Trane Company will perform the replacement of the control system.
Financial Impact:	\$35,994.00; Capital GL: 272-01-6210 / 54.12110
Alternatives:	A – Receive as information B – Do not receive as information
Recommendation:	Receive as information the emergency request for the replacement of the HVAC controls system located at the Richmond County Sheriff’s Office in the amount of \$35,994.00 by Trane Company.
Funds are available in the following accounts:	\$35,994.00; Capital GL: 272-01-6210 / 54.12110



Central Services Department

Ron Lampkin, Interim Director
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
FROM: ~~Ron Lampkin~~, Interim Director, Central Services Department
DATE: June 5, 2024
SUBJECT: Emergency Memo – Richmond County Sheriff's Office HVAC Controls

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the Richmond County Sheriff's Office regarding the needed replacement of the HVAC control system.

The current HVAC control system at the Richmond County Sheriff's Office is currently not working and cannot be accessed. Due to the failure of the controls, temperatures within the building cannot be successfully regulated. A complete replacement of the control system will be required in order to regulate temperatures within the facility.

Please process a purchase order for Trane Company, in the amount of \$35,994.00 for the necessary replacements to the HVAC control system.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr

AUGUSTA-RICHMOND COUNTY GEORGIA

PURCHASING DEPARTMENT


REQUISITION

REQUISITION:

REQUISITION DATE: 06/4/2024

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: 272016210/54.12110
DEPARTMENT HEAD: 

VENDOR		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
PHONE NUMBER		Trane Company					
QUOTED BY		706-738-8157					
		Chris Gleiter					

ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	FURNISH & INSTALL TRACER SC SYSTEM CONTROLLER W/ INTEGRAL WEB SERVER, FURNISH INTEGRATION TO (1) AIR COOLED CHILLER CH-1, (2) CHILLED WATER PUMPS, (1) BOILER B-1, (2) HOT WATER PUMPS HWP-1,2, (2) AIR HANDLER UNIT AHU-1 AND AHU-2, (5) SPLIT SYSTEM AIR CONDITION UNITS, (46) VARIABLE VOLUME TERMINAL UNITS AND (5) EXHAUST FANS TO EXISTING EQUIPMENT CONTROLLER	1	\$ 35,994.00	\$ 35,994.00				
2								
3								
4	*Emergency							
5	Proposal 7764577							
6	Richmond County Sheriff's Office							
7	HVAC Control System Replacement							
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
TOTAL BID			\$	35,994.00				
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

Katie Cornelius

From: Darrell White
Sent: Friday, May 31, 2024 1:31 PM
To: Katie Cornelius; Geri Sams; Audrey Sutton; Nancy M. Williams
Cc: Ron Lampkin; Maria Rivera-Rivera; Timothy Howard; Scarlet Green; Arlene New
Subject: RE: Emergency Notification - RCSO HVAC Controls

Follow Up Flag: Follow up
Flag Status: Flagged

Please proceed with the repairs.

From: Katie Cornelius <KCornelius@augustaga.gov>
Sent: Friday, May 31, 2024 1:26 PM
To: Geri Sams <gsams@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>; Darrell White <DWhite2@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Timothy Howard <THoward@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Arlene New <anew@augustaga.gov>
Subject: Emergency Notification - RCSO HVAC Controls
Importance: High

Good afternoon,

This communication serves as notification of an emergency at the following location:

- Richmond County Sheriff's Office
 - o The front-end HVAC control system is currently not working and will require replacement. Without the controls, temperatures cannot be regulated throughout the building.

We are requesting authorization to proceed with contacting Trane Service to assess this situation and to provide a quote for the replacement of the control system.

Thank you,
Katie

Katie Cornelius | Administrative Assistant
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-312-4152
KCornelius@augustaga.gov | www.augustaga.gov

Augusta
G E O R G I A

Katie Cornelius

From: Scarlet Green
Sent: Tuesday, June 4, 2024 3:51 PM
To: Katie Cornelius
Cc: Arlene New; Maria Rivera-Rivera; Ron Lampkin
Subject: FW: [EXTERNAL] Richmond County Sheriffs Office SC+ Integration
Attachments: RCSO SC+ Front End Proposal 05-31-2024.pdf; RE: Emergency Notification - RCSO HVAC Controls

Follow Up Flag: Follow up
Flag Status: Flagged

Katie,

Please prepare as emergency and charge to 272016210/5412110. Please include procurement approval email along with the one from Sophia saying we can use capital.

Thanks,
Scarlet

Scarlet Green | Business Analyst
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-432-5254 | (c) 762-333-4654
sgreen@augustaga.gov | www.augustaga.gov



From: Ron Lampkin <RLampkin@augustaga.gov>
Sent: Tuesday, June 4, 2024 3:42 PM
To: Scarlet Green <SGreen@augustaga.gov>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Subject: RE: [EXTERNAL] Richmond County Sheriffs Office SC+ Integration

Yes, please proceed.

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



From: Scarlet Green <SGreen@augustaga.gov>
Sent: Tuesday, June 4, 2024 3:08 PM
To: Ron Lampkin <RLampkin@augustaga.gov>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Subject: FW: [EXTERNAL] Richmond County Sheriffs Office SC+ Integration

Ron,

Per Sophia we can use Capital for the attached @ the Sheriff's office. Would you like me to proceed with using Capital?

Thanks,
Scarlet

Scarlet Green | Business Analyst
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-432-5254 | (c) 762-333-4654
sgreen@augustaga.gov | www.augustaga.gov



From: Sophia Tian <STian@augustaga.gov>
Sent: Tuesday, June 4, 2024 3:03 PM
To: Scarlet Green <SGreen@augustaga.gov>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Subject: RE: [EXTERNAL] Richmond County Sheriffs Office SC+ Integration

5412110 Site improvement or
5421110 Machinery/equipment

Best Regards,

Sophia Tian, MBA & MPA
Accountant, Senior

Finance Department, Augusta-Richmond County



535 Telfair Street, Augusta, GA 30901
 Tel: [706-821-4202](tel:706-821-4202), Fax: 706-821-2520
 Email: stian@augustaga.gov

Sophia Tian

From: Scarlet Green <SGreen@augustaga.gov>
Sent: Tuesday, June 4, 2024 1:39 PM
To: Sophia Tian <STian@augustaga.gov>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Subject: RE: [EXTERNAL] Richmond County Sheriffs Office SC+ Integration

What object code should we use?

Thanks,
 Scarlet

Scarlet Green | Business Analyst
Augusta – Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-432-5254 | (c) 762-333-4654
sgreen@augustaga.gov | www.augustaga.gov



From: Sophia Tian <STian@augustaga.gov>
Sent: Tuesday, June 4, 2024 1:37 PM
To: Scarlet Green <SGreen@augustaga.gov>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Subject: RE: [EXTERNAL] Richmond County Sheriffs Office SC+ Integration

I would consider it as capital expense and register it as a HVAC System Controller if you have budgeted it in Capital fund.

Best Regards,

Sophia Tian, MBA & MPA
 Accountant, Senior

Finance Department, Augusta-Richmond County



535 Telfair Street, Augusta, GA 30901
 Tel: [706-821-4202](tel:706-821-4202), Fax: 706-821-2520

From: Scarlet Green <SGreen@augustaga.gov>
Sent: Tuesday, June 4, 2024 9:51 AM
To: Sophia Tian <STian@augustaga.gov>
Cc: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Subject: FW: [EXTERNAL] Richmond County Sheriffs Office SC+ Integration
Importance: High

Good morning Sophia,

Could you tell me if we could use capital for the attached proposal? It is the installation for a front-end controller for the HVAC system. Please give Maria a call @ 706-821-1629 if you have any questions.

Thanks,
Scarlet

Scarlet Green | Business Analyst
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-432-5254 | (c) 762-333-4654
sgreen@augustaga.gov | www.augustaga.gov



From: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Sent: Monday, June 3, 2024 9:59 AM
To: Scarlet Green <SGreen@augustaga.gov>
Cc: Katie Cornelius <KCornelius@augustaga.gov>; Arlene New <anew@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>; Timothy Howard <THoward@augustaga.gov>
Subject: FW: [EXTERNAL] Richmond County Sheriffs Office SC+ Integration
Importance: High

Good morning,

Attached the quote for the repairs needed at RCSO. Please add a 20% contingency (\$7,198.80) for the replacement of existing equipment controller that might be found defective during the integration.

Ron, please let us know which account should be utilized.

Thanks,
Maria Rivera-Rivera

Trane Controls Proposal

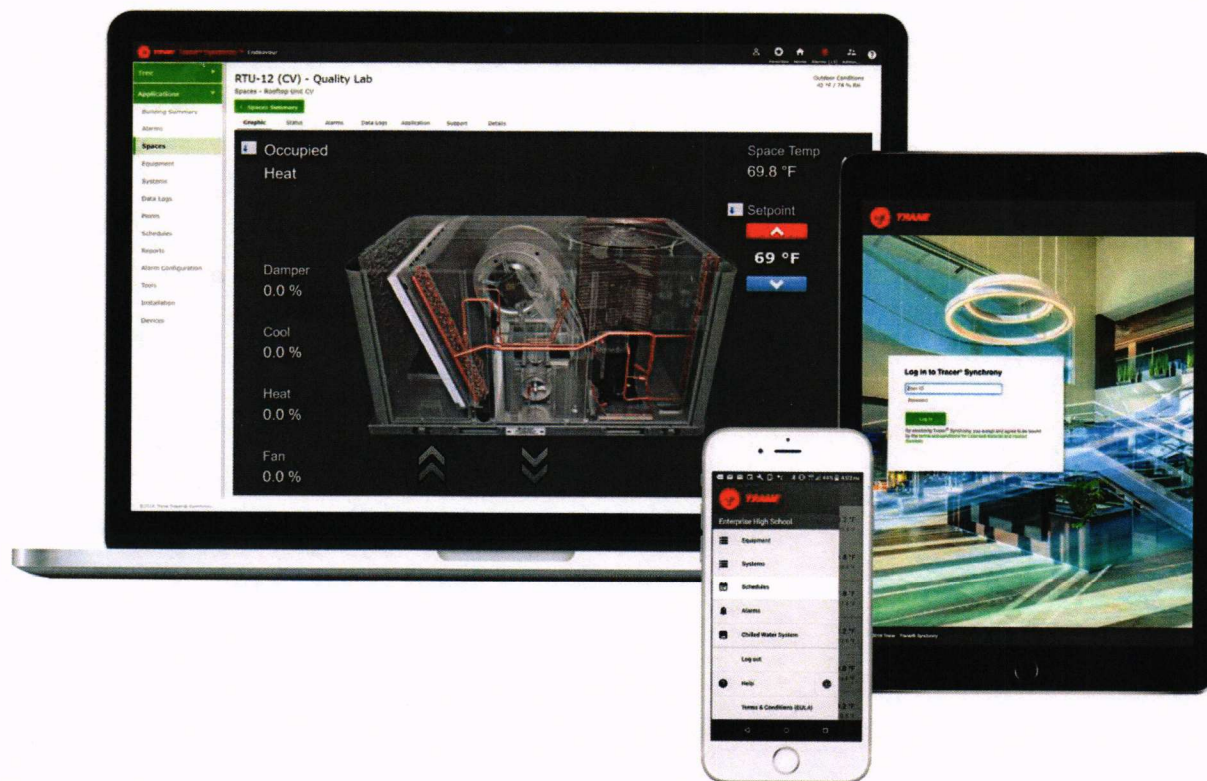
Controls Proposal For:
Augusta-Richmond County

Local Trane Office:
Trane U.S. Inc.
804 Trane Rd
Augusta, GA 30909

Date: May 31, 2024

Local Trane Representative:
Chris Gleiter
Office Phone: (706) 738-8157

Proposal ID: 7764577



Prepared For:
Augusta-Richmond County

Date:
May 31, 2024

Job Name:
RCSO SC+ Front End

Proposal ID:
7764577

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

State Contractor License Number:

Proposal Expiration Date:
30 Days

Scope of Work

A. (1) Tracer SC System Controller

1. Furnish and install Tracer SC system controller with integral web server.
2. Provide integration of all pieces of equipment in the existing Reliable Controls system.
3. System controller to be connected to owner's local area network. Owner to provide network connection and I.P. address.
4. Furnish standard status page and standard equipment graphics.

1. (1) Air Cooled Chiller

Tag: CH-1

- a) Furnish integration to existing equipment controller.

2. (2) Chilled Water Pumps

Tag:

- a. Furnish integration of (2) chilled water pumps from existing reliable system.

1. (1) Boiler

Tag: B-1

- a. Furnish integration to existing equipment controller.

3. (2) Hot Water Pumps

Tag: HWP-1,2

- a. Furnish integration to existing equipment controller.

B. (2) Air Handler Unit

Tag: AHU-1 and AHU-2

1. Furnish integration to existing equipment controller.

C. (5) Split System Air Conditioning Units

Tag: As Scheduled.

1. Furnish integration to existing equipment controller.

D. (46) Variable Volume Terminal Units

Tag: As Scheduled

1. Furnish integration to existing equipment controllers.

E. (5) Exhaust Fans to be controlled as follows:

Tag: As Scheduled

1. Furnish integration to existing equipment controller.

Control System Services Included

- Project Management
- Installation of field DDC Panel(s), Device(s), and low voltage Control Wiring per NFPA, NEC, and/or local Building Code requirements
- System Programming, Graphics, and Start-up
- 1st Year Parts and Labor Warranty

Services Not Included

- LEED, or 3rd Party Commissioning, or Test and Balance assistance/support or HVAC equipment startup.
- Trenching/backfilling, roof penetrations/sealant, underground conduit provisions, cutting, patching, painting, access doors, or demolition of any kind.
- Repair or replacement of any equipment being controlled.
- Ethernet drop and IP address.
- Any temporary controls.

Control System Clarifications and/or Exclusions

- Trane's proposal is based on plans and specifications or Request for Pricing dated 5/31/2024.
- Equipment order release and services rendered are dependent upon receipt of PO/Subcontract and credit approval.
- The owner shall maintain a safe working environment for Trane employees and/or subcontractors.
- Existing control power circuits/wiring and/or sensor wiring that meet code and control requirements may be reused.
- Allowances for Liquidated or Consequential Damages of any kind are not included (per Trane Terms and Conditions).
- Permits, Bonds, Fees, Demurrage or Storage Charges are not included.

Provided and/or Installed by Others

- Line Voltage power circuit(s)/junction(s) for DDC/Control Panel(s) and/or Device(s) are provided by others.
- **Provision/Installation/Commissioning of any Fire Alarm Systems, Fireman's Override Panel(s), Smoke Control System (and/or Smoke Detectors), Fire/Smoke or Smoke Damper/Actuators, Fire Dampers, Lighting Control Panels, Refrigerant Detection Systems, Security and Access Systems, Heat Trace, Water/Gas/Utility Metering, or any control scope of work which is not listed above, is not included/provided.**
- **Provision/Installation/Commissioning of any standalone Automatic Temperature Control (ATC) thermostat type control, hardwired interlock control, repair/replacement of existing control/pneumatic system devices/panels, Thermostat Guards/Covers, or any control scope of work which is not listed above, is not included/provided.**
- Provision/Installation/Commissioning of any motor starters and/or variable frequency drives are not included.
- Site ethernet connectivity shall be provided by the owner to ensure all necessary network conditions and requirements to ensure integrity of the customer's network and security. This connection process is provided to ensure proper integration with the customer's network infrastructure. Trane will require an IP address from the customer's IT department for each Trane Facility Infrastructure network device installed on the customer's network. Trane will provide the customer with a Mac address for each network device needed.
- To ensure proactive service and facility issue resolutions, Trane requests VPN access to the facility infrastructure systems specifically associated with the systems being monitored and/or controlled by Trane's automation/monitoring system to provide support from our local and/or national Trane Intelligent Services staff.

Pricing and Acceptance

Augusta-Richmond County

Site Address:
Augusta Richmond County Sheriffs Office
400 Walton Way
Augusta-Richmond, GA 30901

Price

Total Net Price\$35,994.00USD

Financial items not included

- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Respectfully submitted,

Chris Gleiter
Trane U.S. Inc.
Office Phone: (706) 726-1536

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Chris Gleiter	Cell: Office: (706) 738-8157 Proposal Date: May 31, 2024
CUSTOMER ACCEPTANCE Augusta-richmond Cnty	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labor do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
5. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
11. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
12. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
13. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
14. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents

who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



Administrative Services Committee

Meeting Date: Tuesday, June 11, 2024

Emergency – Municipal Building HVAC Parts and Fan Coils

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Receive as information the emergency request for the repairs of several HVAC units located at the Municipal Building in the amount of \$49,605.00 by Trane Company.
Background:	Several HVAC units that service the Municipal Building were found to be out of operation due to failed blower motors, valve actuators, ECM modules, and failed unit controllers. These parts will need to be replaced in order to restore air flow to the facility. The failure of these units, coupled with the outside temperature, is causing the building temperature to increase. It is imperative that the repairs for the HVAC units takes place to properly provide the conditioned air required to prevent the threat to public health.
Analysis:	Trane Company will perform the repairs to the units.
Financial Impact:	\$49,605.00; Capital GL: 272-01-6210 / 5319130
Alternatives:	A – Receive as information B – Do not receive as information
Recommendation:	Receive as information the emergency request for the repairs of several HVAC units located at the Municipal Building in the amount of \$49,605.00 by Trane Company.
Funds are available in the following accounts:	\$49,605.00; Capital GL: 272-01-6210 / 5319130



Central Services Department

Ron Lampkin, Interim Director
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
FROM: ~~Ron Lampkin, Interim Director, Central Services Department~~
[Signature]
DATE: May 31, 2024
SUBJECT: Emergency Memo – Municipal Building HVAC

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the Municipal Building regarding the failure of several HVAC units.

A service call was made to Trane Service due to several nonoperational HVAC units at the Municipal Building. After an inspection was performed, it was found that several components within the units require replacement. The blower motors, valve actuators, ECM modules, and a failed unit controller will need to be replaced to regulate temperatures throughout the facility. Trane Service has been deemed qualified to make the necessary repairs to the units.

The failure of the HVAC units, coupled with the current outside temperature, are causing room temperatures to increase. Also, our current environmental concerns further heighten the repair of this unit, as the CDC has recommended air be properly circulated in public facilities to reduce the spread of communicable viruses/diseases thus prevent a threat to public health.

Please process a purchase order for Trane Service, in the amount of \$49,605.00 for the needed repairs to the units.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT

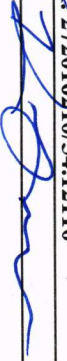
REQUISITION

REQUISITION:

REQUISITION DATE: 05/31/2024

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

ITEM NAME: Central Services Department
ITEM NUMBER: 272016210/54.12110
DEPARTMENT HEAD: 

			VENDOR		NAME OF BIDDER		NAME OF BIDDER	
			PHONE NUMBER		Trane Service			
			QUOTED BY		706-726-1536			
			Chris Gleiter					
ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	ARC MUNICIPAL BUILDING FCU FAN MOTORS - LOCK / TAG OUT UNIT, FURNISH AND INSTALL (16) BLOWER MOTORS, (3) VALVE ACTUATORS, (3) ECM MODULES AND FAILED UC600 UNIT CONTROLLER. REMOVE LOCK/OUT TAG OUT. VERIFY OPERATION OF UNIT	1	\$ 49,605.00	\$ 49,605.00	\$ -	\$ -	\$ -	\$ -
2								
3								
4								
5								
6	*Emergency							
7	Quote: ARC MUNICIPAL BUILDING FCU MOTORS (5/29/24)							
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
TOTAL BID			\$	49,605.00	\$	-	\$	-
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								



Trane U.S. Inc.
804 Trane Rd
Augusta, GA 30909
Phone: (706) 738-8157

May 29, 2024

Augusta-richmond Cnty

Site Address:
Richmond County Municipal Bldg
530 Greene St
Augusta-Richmond, GA 30901

ATTENTION:

PROJECT NAME: ARC Municipal Building FCU Fan Motors

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

Richmond County Municipal Bldg

The following "Covered Equipment" will be serviced at Richmond County Municipal Bldg:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Fan Coil Unit	1	Trane			B-4
Fan Coil Unit	1	Trane			1-29
Fan Coil Unit	1	Trane			2-15
Fan Coil Unit	1	Trane			2-16
Fan Coil Unit	1	Trane			2-39
Fan Coil Unit	1	Trane			3-7
Fan Coil Unit	1	Trane			3-18
Fan Coil Unit	1	Trane			3-35
Fan Coil Unit	1	Trane			3-36
Fan Coil Unit	1	Trane			4-1
Fan Coil Unit	1	Trane			7-19
Fan Coil Unit	1	Trane			7-20
Fan Coil Unit	1	Trane			8-1

SCOPE OF SERVICE

- Lock out/ Tag out unit.
- Furnish and install (16) blower motors on units that have failed motors.
- Furnish and install (3) valve actuators.
- Furnish and install (3) ECM modules.
- Furnish and install failed UC600 unit controller.
- Remove lock out/ Tag out.
- Once repairs have been completed technician will verify proper operation of unit.
- Customer is responsible for removal and repair of any drywall needing to be replaced to properly access and repair FCU's above hard ceilings.

PRICING AND ACCEPTANCE

TOTAL PRICE:.....\$49,605.00 USD

CLARIFICATIONS

- 1. Any service not listed is not included.
- 2. Work will be performed during normal Trane business hours.
- 3. This proposal is valid for 30 days from May 29, 2024.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Chris Gleiter

This agreement is subject to Customer’s acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE	

Authorized Representative	

Printed Name	

Title	

Purchase Order	

Acceptance Date	
Trane’s License Number:	

TERMS AND CONDITIONS – QUOTED SERVICE**"Company" shall mean Trane U.S. Inc..**

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR**

SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation.

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism; war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)

Supersedes 1-10.48 (0720)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). **The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.**

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



Katie Cornelius

From: Audrey Sutton
Sent: Friday, May 10, 2024 9:27 AM
To: Katie Cornelius; Geri Sams; Nancy M. Williams; Darrell White
Cc: Ron Lampkin; Maria Rivera-Rivera; Scarlet Green; Arlene New
Subject: RE: HVAC Units Down - 7th Floor Municipal Building

Follow Up Flag: Follow up
Flag Status: Completed

Approved, per Ms. Sams.

Please put this E-mail with your documents.

Thank you,

Audrey F. Sutton
Administrative Services Manager
Procurement Department
 (706) 821-2861 Direct or (706) 821-2811 Fax

Thank You For Doing Business With Us.....
 Augusta, Georgia - Procurement Department
asutton@augustaga.gov www.augustaga.gov

From: Katie Cornelius <KCornelius@augustaga.gov>
Sent: Friday, May 10, 2024 8:54 AM
To: Geri Sams <gsams@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>; Darrell White <DWhite2@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Arlene New <anew@augustaga.gov>
Subject: HVAC Units Down - 7th Floor Municipal Building
Importance: High

Good morning,

This communication serves as notification of an emergency at the following location:

- Municipal Building – 7th Floor
 - o Several units on the seventh floor are down and not circulating air due to a mechanical issue.

We are requesting authorization to proceed with contacting Trane Service as an emergency call to assess this situation.

Thank you,
 Katie

Katie Cornelius | Administrative Assistant
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-312-4152
KCornelius@augustaga.gov | www.augustaga.gov



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AED:104.1

Katie Cornelius

From: Audrey Sutton
Sent: Tuesday, May 7, 2024 11:20 AM
To: Katie Cornelius; Geri Sams; Nancy M. Williams; Darrell White
Cc: Ron Lampkin; Maria Rivera-Rivera; Scarlet Green; Arlene New; Timothy Howard
Subject: RE: HVAC Units Down - IT Building 1st Floor & Municipal Building 3rd Floor

Good morning,

Per Ms. Sams, Please proceed with taking care of this emergency.

Thank you,

Audrey F. Sutton
Administrative Services Manager
Procurement Department
 (706) 821-2861 Direct or (706) 821-2811 Fax

Thank You For Doing Business With Us.....
 Augusta, Georgia - Procurement Department
asutton@augustaga.gov www.augustaga.gov

From: Katie Cornelius <KCornelius@augustaga.gov>
Sent: Tuesday, May 7, 2024 9:16 AM
To: Geri Sams <gsams@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>; Darrell White <DWhite2@augustaga.gov>
Cc: Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Arlene New <anew@augustaga.gov>; Timothy Howard <THoward@augustaga.gov>
Subject: HVAC Units Down - IT Building 1st Floor & Municipal Building 3rd Floor
Importance: High

Good morning,

This communication serves as notification of emergencies at the following locations:

- IT Building – First Floor
 - The HVAC unit on the first floor is currently down and not circulating air due to a mechanical issue.
- Municipal Building – Third Floor
 - Several units on the third floor are down and not circulating air due to a mechanical issue.

We are requesting authorization to proceed with contacting Trane Service as an emergency call to assess both situations.

Thank you,
 Katie

Katie Cornelius | Administrative Assistant
Augusta - Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-312-4152
KCornelius@augustaga.gov | www.augustaga.gov



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AED:104.1



Administrative Services Committee Meeting

Meeting Date: June 11, 2024

Amend Red Circle Rate Policy

- Department:** Human Resources
- Presenter:** Anita Rookard
- Caption:** Motion to amend Ordinance Code of Augusta Georgia, Title One, Chapter Seven, Article Four, Section 1-7-51 by repealing Section 500.305 of the PPPM related to Red Circle Rate with second reading waived; and to adopt a new Red Circle Rate Policy authorizing employees to receive Cost-Of-Living increases when employees are above the maximum of their salary grade, to become effective upon its approval, waiving any Augusta-Richmond County, Georgia ordinances in conflict with this policy/action for the this instance only; and for other purposes
- Background:** It has come to the attention of the Human Resource Department the need to amend the Section 500.305 Red Circle Rate policy and to replace the current Red Circle Rate provision with an addition to the Red Circle Rate relative to COLAs, to be make effective July 1, 2024.
- Analysis:** The HR Director's recommendation to approve the amendment to the Red Circle Rate. The Commission must vote to repeal the current PPPM Section 500.305 that covers Red Circle Rate so that the new amended policy controls. Further, the Commission should adopt an effective date for the new policy.
- Financial Impact:**
- Alternatives:**
- Recommendation:** Approve a motion to amend Ordinance Code of Augusta Georgia, Title One, Chapter Seven, Article Four, Section 1-7-51 by repealing Section 500.305 of the PPPM related to Red Circle Rate; and to adopt a new Red Circle Rate Policy to become effective upon its approval, waiving any Augusta-Richmond County, Georgia ordinances in conflict with this policy/action for this instance only; and for other purposes

**Funds are
available in the
following
accounts:**

**REVIEWED
AND
APPROVED BY:**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE AUGUSTA, GEORGIA CODE, TITLE ONE, CHAPTER SEVEN, ARTICLE FOUR, SECTION 1-7-51 RELATING TO THE ADOPTION OF PERSONNEL POLICIES AND PROCEDURES OF AUGUSTA, GEORGIA; TO REPEAL SECTIONS 500.305 OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL RELATED TO RED CIRCLE RATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES. WAIVE SECOND READING.

WHEREAS, the Personnel Policies and Procedures Manual (“PPPM”) currently includes policies and procedures related to Augusta, Georgia’s employees.

WHEREAS, Augusta, Georgia periodically reviews and updates its policies to reflect the developing needs of the government and desires to update its policies and procedures of employees.

WHEREAS, Augusta, Georgia, desires to repeal all sections of the PPPM related to Red Circle Rate employees and adopt new Red Circle Rate policies and procedures, separate from the PPPM; and

WHEREAS, it is the desire of the Augusta Commission (“the Commission”) to update the PPPM by repealing Section 500.305 related to Red Circle Rate to enable the Commission to adopt new and separate policies and procedures for its employees.

SECTION 1. Augusta, GA. Code Section 1-7-51, also known as the Augusta, Georgia Personnel Policy and Procedures Manual, is hereby amended by striking through the exiting text of Section 500.305 as set forth in “Exhibit A,” attached hereto.

SECTION 2. This ordinance and the incorporated amendment shall be effective upon adoption by the Augusta, Georgia Commission and shall be made a part of the Augusta, Georgia Code of Ordinances in accordance with applicable laws.

SECTION 3. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable. Should any provision of this ordinance be rendered invalid by a court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the Commission.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Adopted this _____ day of _____, 2024.

Garnett L. Johnson
As its Mayor

Attest:

Lena J. Bonner, Clerk of Commission

Published in the Augusta Chronical.

Date: _____

First Reading: _____

Second Reading: _____

EXHIBIT A

Section 500.305 Red Circle Rate

~~Employees who are above the maximum of their salary grade are ineligible to receive any additional increase to the base salary.~~

~~However, if an employee is rated as "Exceeds" in an overall evaluation during the annual review process, the employee will be eligible for a lump sum payment equal to their full amount of merit on an annual basis. If the employee receives a "Meet Expectations" rating on their review, the employee will be eligible for a lump sum payment equal to one-half of their merit increase on an annual basis. This policy is effective from the date of approval of this policy manual. This policy is subject to approval of the budget and availability of funds.~~

Red Circle Rate Policy

Employees who are above the maximum of their salary grade are ineligible to receive any additional increase in the base salary,

However, if an employee is rated as “Exceeds” in an overall evaluation during the annual review process, the employee will be eligible for a lump sum payment equal to their full amount of merit on an annual basis. If the employee receives a “Meet Expectations” rating on their review, the employee will be eligible for a lump sum payment equal to one-half of their merit increase on an annual basis. This policy is effective from the date of approval of this policy manual. This policy is subject to approval of the budget and availability of funds.

The above provisions notwithstanding, effective upon the approval of this policy, any employee who is above the maximum of their salary grade is still eligible to receive Cost-Of-Living Adjustments (COLAs), at the same time and in the same manner as non-red circle employees.



Administrative Services Committee

Meeting Date: 6/25/2024

Emergency – E911 Generator Fuel Supply System

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	<p>Receive as information the emergency request for the replacement of the fuel supply pump and fuel clean-up for the power generator at E911 Emergency Services Department in the amount of \$52,172.00 by Georgia Power.</p> <p>As a companion item with the emergency generator fuel supply pump replacement and fuel clean-up, the E911 Emergency Services Department is requesting Commission approval to utilize and transfer \$52,172.00 from the E911 Fund Balance to the 2024 E911 operating budget. The fund balance usage for the generator fuel supply pump replacement is an allowable E911 reserve fund purchase per Georgia Code 46-5-134.</p>
Background:	<p>During the installation of the new emergency generator at the E911 Center the contractor found the fuel transfer pump not operational, and the fuel external tank contaminated. To have a constant supply of fuel to the E911 generator, the pump would need to be replaced. The tank will be washed, and 5000 gallons of diesel will be polished. This process will remove the contaminants that could in time deteriorate the new emergency generator.</p> <p>E911 requires and relies on the use of a functional generator to ensure it has the capability to respond to all county emergencies. It is of utmost importance and urgency that the fuel supply pump to this unit be replaced to eliminate any potential downtime of the building and this essential service.</p>
Analysis:	Georgia Power will perform the corresponding fuel supply pump replacement work for the new unit.
Financial Impact:	\$52,172.00, E911 Fund Balance
Alternatives:	<p>A – Approve</p> <p>B – Do not Approve</p>
Recommendation:	<p>Receive as information the emergency request for the replacement of the fuel supply pump and fuel clean-up for the power generator at E911 Emergency Services Department in the amount of \$52,172.00 by Georgia Power.</p> <p>As a companion item with the emergency generator fuel supply pump replacement and fuel clean-up, the E911 Emergency Services Department is requesting Commission approval to utilize and transfer \$52,172.00 from the</p>

E911 Fund Balance to the 2024 E911 operating budget. The fund balance for the generator fuel supply pump replacement is an allowable E911 reserve fund purchase per Georgia Code 46-5-134.

Funds are available \$52,172.00, E911 Fund Balance
in the following
accounts:



Central Services Department

Ron Lampkin, Interim Director
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

FROM: Ron Lampkin, Interim Director, Central Services Department

DATE: June 13, 2024 *Mario du C. B. Rivera*
on behalf of Ron Lampkin

SUBJECT: Emergency Memo – E911 Generator Fuel Supply System

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the E911 Center relating to the generator fuel supply pump and fuel.

During the installation of the new emergency generator at the E911 Center the contractor found the fuel transfer pump not operational, and the fuel external tank contaminated. In order to have a constant supply of fuel to the E911 generator, the pump would need to be replaced. The tank will be washed, and 5000 gallons of diesel will be polished. This process will remove the contaminants that could in time deteriorate the new emergency generator.

The E911 Center relies on the use of a functional generator to ensure it has the capability to respond to all county emergencies. It is of utmost importance and urgency that the fuel supply pump be replaced to eliminate the potential risk of downtime of the building and this essential service.

Please process a purchase order for Georgia Power Company, in the amount of \$52,172.00 for the necessary replacement of the fuel supply pump and fuel clean-up for the 911 emergency generator.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr



Central Services Department

Ron Lampkin, Interim Director
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
FROM: ~~Ron Lampkin~~, Interim Director, Central Services Department
DATE: June 7, 2024
SUBJECT: Temporary Approval Process

I will be out of the office between June 10th, 2024, through June 14th, 2024. During this time, any Procurement items that require my signature relating to Facilities will be approved by Maria Rivera-Rivera and Fleet will be approved by LaQuona Sanderson. All Central Square requests will be approved by LaQuona Sanderson.

Your acceptance of this temporary procedure is greatly appreciated.

Maria Rivera-Rivera, Central Services Deputy Director of Facilities, will be my primary point of contact in my absence.

RL

Katie Cornelius

From: Maria Rivera-Rivera
Sent: Monday, June 10, 2024 12:12 PM
To: Katie Cornelius
Subject: FW: Request for Emergency Approval

Importance: High

Good morning,

Following the approval information related to the 911 fuel supply pump replacement and fuel clean up.

Regards,
Maria

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



From: Audrey Sutton <ASutton@augustaga.gov>
Sent: Monday, June 3, 2024 12:14 PM
To: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Geri Sams <gsams@augustaga.gov>
Cc: Darrell White <DWhite2@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>
Subject: RE: Request for Emergency Approval

Approved,

Per Ms. Sams

Thank you,

Audrey F. Sutton
Administrative Services Manager
Procurement Department
(706) 821-2861 Direct or (706) 821-2811 Fax

Thank You For Doing Business With Us.....

Augusta, Georgia - Procurement Department

asutton@augustaga.gov www.augustaga.gov

From: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>

Sent: Monday, June 3, 2024 11:58 AM

To: Geri Sams <gsams@augustaga.gov>

Cc: Darrell White <DWhite2@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>;

Nancy M. Williams <NWilliams@augustaga.gov>

Subject: Request for Emergency Approval

Importance: High

Good morning,

Hope all is well.

While performing the installation of the emergency generator at the 911 Center, it was found that the fuel supply pump was damaged. Therefore, fuel is not being supplied to this unit.

Also, current fuel tank has contaminants that need to be removed. The cleaning of the tank and the 5000 gallons of fuel will prevent any damage to the new generator.

Central Services request is to proceed as an emergency due to the fact that fuel cannot be supplied to the generator. If a power outage was to occur, the generator will not have the fuel needed to supply power to this building.

Please let us know how to proceed.

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



From: Harrington, Tammy J. <TJHARRIN@southernco.com>

Sent: Thursday, May 30, 2024 7:42 AM

To: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>

Cc: Faulkner, Steven L. <SLFAULKN@southernco.com>; Randolph, Kathy <KMRANDOL@SOUTHERNCO.COM>; Barnes,

Trebor A. <TABARNES@southernco.com>; Daniel Dunlap <DDunlap@augustaga.gov>

Subject: [EXTERNAL] Proposal Agreement for Day Pump and Fuel Cleaning

Hello Maria,

Please find in the attachment the proposal for the day pump and fuel cleaning.

Thanks,

Tammy Harrington | **Solutions Sales Executive**

| 770.550.5370 (C) | Email: tjharrin@southernco.com



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AED:104.1

Katie Cornelius

From: Maria Rivera-Rivera
Sent: Monday, June 3, 2024 1:19 PM
To: Daniel Dunlap; Scarlet Green
Cc: Sanita Cheatham; Arlene New; Katie Cornelius; Bridgett M. Canteen
Subject: RE: [EXTERNAL] Proposal Agreement for Day Pump and Fuel Cleaning

Follow Up Flag: Follow up
Flag Status: Completed

Great!

The emergency request was sent to Procurement and Mrs. Sams approved. She requested the proposal and I have sent it to her.

I will proceed to document the agenda item in the same manner as the one for the emergency generator.

Regards,
 Maria

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



From: Daniel Dunlap <DDunlap@augustaga.gov>
Sent: Monday, June 3, 2024 1:14 PM
To: Scarlet Green <SGreen@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Cc: Sanita Cheatham <SCheatham@augustaga.gov>; Arlene New <anew@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Bridgett M. Canteen <BCanteen@augustaga.gov>
Subject: Re: [EXTERNAL] Proposal Agreement for Day Pump and Fuel Cleaning

Good afternoon Scarlet -

I'm directing this back towards Maria with the response. Maria, we would need to have this come from reserve/fund balance in order to complete the work. If you all are doing an agenda request for this, the same language for the previous work to replace the generator would need to be utilized (asking for Commission approval to use fund balance along with the emergency request).

Let me know your thoughts, please,

Daniel R. Dunlap
911 Director
Augusta, GA

From: Scarlet Green <SGreen@augustaga.gov>
Sent: Monday, June 3, 2024 12:50:17 PM
To: Bridgett M. Canteen <BCanteen@augustaga.gov>
Cc: Daniel Dunlap <DDunlap@augustaga.gov>; Sanita Cheatham <SCheatham@augustaga.gov>; Arlene New <anew@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>
Subject: FW: [EXTERNAL] Proposal Agreement for Day Pump and Fuel Cleaning

Good afternoon Bridgett,

I have attached a quote for the repair of the fuel supply pump. Procurement approved us to do as an emergency. What account number would you like to use to process the quote?

Thanks,
Scarlet

Scarlet Green | Business Analyst
Augusta – Richmond County | Central Services Department
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-432-5254 | (c) 762-333-4654
sgreen@augustaga.gov | www.augustaga.gov



From: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Sent: Monday, June 3, 2024 12:46 PM
To: Scarlet Green <SGreen@augustaga.gov>
Cc: Katie Cornelius <KCornelius@augustaga.gov>; Arlene New <anew@augustaga.gov>; Ron Lampkin <RLampkin@augustaga.gov>; Timothy Howard <THoward@augustaga.gov>
Subject: FW: [EXTERNAL] Proposal Agreement for Day Pump and Fuel Cleaning

Good afternoon,

Please proceed to procure the emergency purchase order for the replacement of the 911 Center fuel pump.

I have attached all the information.

Ron, will this request be sent to 911 for an account number?

Regards,
Maria Rivera-Rivera

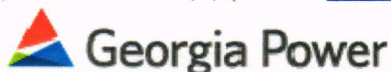
Maria Rivera-Rivera | Deputy Director, Facilities
Augusta – Richmond County | Central Services Department
 2760 Peach Orchard Rd | Augusta, Georgia 30906
 (p) 706-821-1629 | (f) 706-796-5077
MRivera-Rivera@augustaga.gov | www.augustaga.gov



From: Harrington, Tammy J. <TJHARRIN@southernco.com>
Sent: Thursday, May 30, 2024 7:42 AM
To: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Cc: Faulkner, Steven L. <SLFAULKN@southernco.com>; Randolph, Kathy <KMRANDOL@SOUTHERNCO.COM>; Barnes, Trebor A. <TABARNES@southernco.com>; Daniel Dunlap <DDunlap@augustaga.gov>
Subject: [EXTERNAL] Proposal Agreement for Day Pump and Fuel Cleaning

Hello Maria,
 Please find in the attachment the proposal for the day pump and fuel cleaning.
 Thanks,

Tammy Harrington | Solutions Sales Executive
 | 770.550.5370 (C) | Email: tjharrin@southernco.com



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

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AED:104.1



AUGUSTA RICHMOND COUNTY

Augusta-Richmond 911 Communications
Center Day Pump and Fuel Cleaning for
Generator

Provided By: Tammy Harrington and Steven Faulkner, CEM, CEA

Thursday, May 30, 2024



241 Ralph McGill Blvd. NE
Customer Solutions Services Bin 10210
Atlanta, GA 30308
770-550-5370

Thursday May 30, 2024

AUGUSTA RICHMOND COUNTY

Maria Rivera-Rivera
Deputy Director, Facilities
Central Services Department

Re: Augusta-Richmond Day Pump and Fuel Cleaning for Generator

Georgia Power installed a new Winco 250 kW diesel generator and is planning to install a new automatic transfer switch. During the generator installation, Georgia Power found that the fuel in external tank was contaminated, and the external fuel pump set was not operational. Georgia Power is pleased to offer a proposal to replace the external fuel tank, the external fuel pump set, and polish the existing fuel in the existing day tank.

Scope of work:

Simplex Day Tank Pump Set Model SPS25-AA-S \$42,795

Provide and ship to customer location, (1) Simplex Day Tank Pump Set, Controller, and Float assemblies. Removal of existing pump set, and full installation of new are included, New piping will be installed to adapt to existing pipe, control wiring will be reconnected. On-site start up and commissioning will be included in this quote. Standard Vender warranties will apply. The warranty will go into effect at completion of start-up (12 week lead time).

Fuel Polishing \$9,377

Provide labor, materials, and supervision to polish 5000 gallons of existing diesel fuel in the external fuel tank onsite. This program removes the contaminants that have built up in your fuel storage tanks over time. These contaminants consist of sediments, water bottoms, gums, algae microbes, oxidized fuel, and tank material corrosion products. Fuel tanks will be "washed" with 100 gpm high velocity pumps and ultra-filtered down to 1 micron, as well as removing all water and other contaminants from the fuel.

Warranty

We shall provide the manufacturer's standard warranty on all new equipment beginning at equipment start up. We shall also provide a one-year warranty covering material furnished via Georgia Power excluding Acts of God, fire, theft, vandalism or tampering by unauthorized personnel. All warranty work shall be completed during normal working hours. If warranty work is requested for after hours or on holidays it will be billed based on our after hours and holiday work service rates.

Exceptions/Clarifications

1. Proposal is based on project specifications, project electrical system sheets, site visits, and/or communications with Georgia Power; any alterations to quantities and/or functions by the Owner, Architect, Engineer, Local and/or State Fire Marshal's Office shall incur a change in the quoted price
2. This quoted price does not include the following at this time.
 - Bid bond, performance, or payment bond
 - Overtime or accelerated schedule
 - Spare Parts
 - Diesel Fuel Removal
 - Refilling of Fuel Tank

Due to current market volatility of material pricing and/or shortages, until further notice, Georgia Power reserves the right to update quoted pricing and lead times at the time of order acceptance and/or at the time of equipment release to production. Any increase or decrease will be applied at that time. Please note that we will work hard to minimize any price increases or major changes in lead times during this time. Pricing good for 30 days.

The total price is \$52,172.00 plus any applicable taxes

Notes:

- Additional fees for GPC regulated facilities, easements, ingress and egress, environmental permitting, utility locates etc. are not included in the price above.
- Customer Solutions Services not responsible for damages Resulting from "pre-existing conditions"
- This price does not include any regulated charges.

This offer is valid for thirty days or until earlier revoked by Georgia Power Company, and it is made in accordance with and subject to the terms and conditions attached hereto. Such terms and conditions are expressly incorporated by reference into this letter and shall be binding on the parties.

This proposal is subject to, and is pending final approval by Georgia Power management subsequent to customer acceptance.

If you wish to accept this offer and the terms and conditions of this letter, please indicate your acceptance by signing below and returning this letter to me at your convenience.

Thank you again for allowing us the opportunity to present our proposal. We are very eager to serve your system needs and look forward to hearing from you soon.

Sincerely,

Tammy Harrington

Customer Solutions Services - Georgia Power Company
Phone – 770-550-5370 - Email – TJHARRIN@southernco.com

The undersigned unconditionally agrees to engage Georgia Power Company to perform the Project and to purchase the equipment and/or services described above from Georgia Power Company on and subject to the terms and conditions of this letter agreement.

AUGUSTA RICHMOND COUNTY

GEORGIA POWER COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachments: - Terms and Conditions

TERMS AND CONDITIONS

1. **THE TERMS SPECIFIED HEREIN TAKE PRECEDENCE OVER AND SUPERCEDE ANY CONFLICTING OR DIFFERENT TERMS SET FORTH IN ANY NEGOTIATIONS, AGREEMENTS, DISCUSSIONS OR CORRESPONDENCE BETWEEN THE PARTIES.**
2. These Terms and Conditions, and the letter agreement attached hereto (collectively, the "Agreement"), constitute the entire agreement between Georgia Power Company (the "Company") and the customer (the "Customer" and, collectively with the Company, the "Parties") as to the subject matter hereof, and no modification shall be binding unless in writing and signed by each of the Parties.
3. The Customer acknowledges that the Company is not the manufacturer of any of the equipment or materials furnished to Customer pursuant to this Agreement, and that the Company shall not be liable for claims arising out of the manufacture or design thereof.
4. The Company will perform the Project work in a professional and workmanlike manner with a reasonable degree of care, skill and diligence and in accordance with this Agreement. If the performance of any portion of the Project fails to comply with these requirements, and the Customer gives written notice of such failure to the Company not later than one (1) month following the completion of the Project, then, to the extent necessary to cure such failure, the Company shall repair, replace, or reperform, at its option, the affected portion of the work at no additional cost to the Customer.
5. **THE ONLY WARRANTY CONCERNING THE PROJECT (OR ANY GOODS, EQUIPMENT, MATERIALS OR SERVICES INCLUDED THEREIN) IS SET FORTH IN ABOVE PARAGRAPH 4. THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, OR OTHERWISE, WITH RESPECT TO THE PROJECT (OR ANY EQUIPMENT OR OTHER GOODS OR MATERIALS OR SERVICES THEREIN) FURNISHED PURSUANT TO THIS AGREEMENT. THERE ARE NO WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY WARRANTY AS TO NONINFRINGEMENT. THE COMPANY SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR OR WITH RESPECT TO ANY WARRANTY PROVIDED BY THE MANUFACTURER OR ANY THIRD PARTY SUPPLIER OF ANY EQUIPMENT, PARTS OR OTHER MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT.**
6. **UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, UNDER ANY CLAIM ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY PRODUCTS OR SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF. THE PARTIES FURTHER AGREE THAT THE LIABILITY OF THE COMPANY UNDER ANY AND ALL CLAIMS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY SERVICES OR EQUIPMENT FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL IN NO CASE EXCEED, IN THE AGGREGATE, THE CONTRACT PRICE OF THIS AGREEMENT.**
7. The Company shall not be liable for delays in the work or delivery, or failure to deliver, due to (1) causes beyond its reasonable control, (2) acts of God, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability of the Company or any supplier due to causes beyond its reasonable control to obtain necessary labor, equipment, materials, components, or manufacturing facilities. In the event of any such delay, the date of installation or performance or related services shall be extended for a period equal to the time lost by reason of the delay. The consent of the Customer to installation of any such equipment furnished hereunder is understood to constitute a waiver of all claims for damages by reason of delay.

8. To the fullest extent permitted by law, the Customer shall indemnify, defend and hold harmless the Company and its officers, directors, employees, affiliated companies, contractors, agents, successors and assigns (collectively, the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including investigation costs, expenses of litigation and reasonable attorneys' fees) incurred or suffered by any Indemnatee, whether or not involving third party claims and whether or not caused in part by the active or passive negligence of any Indemnatee (collectively, "Damages"), arising, directly or indirectly, from or in connection with the Customer's electric distribution system or the operation, use, malfunction, failure or defect thereof or the Project, except for any Damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of any applicable Indemnitees or their agents or employees in the performance of the Project.
9. Payment to the Company for the Project in the amount set forth in this Agreement shall be made by the Customer within thirty (30) days after the Customer's receipt of an invoice with respect to the Project. Accounts with open balances more than thirty (30) days old are subject to a **late payment finance charge**. The **late payment finance charge** is computed at a "periodic rate" of 1.5% per month applied to the net balance past due at the end of the billing period, after deducting payments and/or credits given. Any partial payments received on past due accounts shall be applied first to the payment of finance charges due and then to the oldest past due invoices. **Late payment finance charges** can be avoided by paying the current open balances within thirty (30) days from the date of the invoice. In the event the finance charges assessed hereunder exceed the maximum allowed by law, the finance charges shall be assessed at the highest legal rate. If the Company shall employ counsel to collect amounts due from the customer, then the Customer shall pay to the Company all attorneys' fees paid to collect the balance.
10. To secure the payment in full of all amounts payable by the Customer hereunder, the Customer hereby grants to the Company a purchase money security interest in and security title to all equipment, parts, and other materials provided or installed by the Company pursuant to this Agreement and all proceeds from their sale or disposition. The Customer agrees to execute such financing statements and other documentation as may be requested by the Company in order to protect and perfect the security interest granted herein. The Customer further authorizes the Company to file any financing statements and other documentation in order to protect or perfect such security interest with or without the Customer's signature.
11. Georgia Power Company will make every effort to locate existing underground utilities, however the Customer assumes full responsibility for, and all liabilities and costs associated with, (a) the location of underground utilities at the site of the work, (b) any relocation or removal of underground (including but not limited to rock) or overhead obstructions which are not part of the Company's scope of work and which may interfere with or make more expensive the work, (c) any pre-existing, unknown condition which prevents or makes more expensive the performance of the Work, (d) permits and required notifications to any governmental entity, and (e) any hazardous waste or toxic materials encountered at the site.
12. This Agreement has been entered into in the State of Georgia, and shall be governed by and construed in accordance with the laws of the State of Georgia. Any legal action or proceeding arising under or in connection with this Agreement or the equipment or materials furnished hereunder shall be brought only in state or federal courts located in Fulton County in the State of Georgia, and each of the Parties hereby irrevocably consents to the jurisdiction and exclusive venue of such courts and waives any objection which it may now or hereafter have to the jurisdiction or venue of such courts.
13. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect those provisions of this Agreement which are valid and enforceable.
14. The Customer shall not, without the prior written consent of the Company, assign any of its rights or obligations under this Agreement; provided that the Customer may assign its rights and obligations hereunder to a lender or finance lessor in connection with a leasing or other financing arrangement approved by the Company. No such assignment to a lender or finance lessor shall relieve the Customer of any of its obligations hereunder.
15. If the Customer believes that all or any part of the Project work is entitled to tax exempt status, the Customer will furnish to Company, contemporaneously with the Agreement execution, documentation sufficient to prove its tax exempt status, and the Customer will assume full responsibility for satisfying all tax exempt requirements.



Administrative Services Committee Meeting

Meeting Date:

2024 bid #24-183: Utilities – Tandem Dump Truck

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve bid #24-183 for the purchase of one 2025 Tandem Dump Truck, at a total cost of \$164,501 from Peterbilt of Augusta, GA for the Utilities Department – Construction and Maintenance Division.
Background:	The Utilities Department – Construction and Maintenance Division is requesting to purchase one 2024 tandem dump truck to replace asset #F00176, a 2002 International 4700. There have been two tandem dump trucks, asset #F00175 and #F00176, that have been disposed due to the cost of repairs and the age of the dump trucks.
Analysis:	The Procurement Department published a competitive bid using the Demand Star application for a 2024/2025 Tandem Dump Truck. Invitations to bid were sent to 24 vendors and only four responsive bids were received. Peterbilt of Augusta and Rush Truck Center proposals met the requirements of the bid, provided all the accessories and/or options. Rush Truck Center is the lowest compliant vendor at \$163,367.00 with a delivery estimated timeframe of 365 days from the date of purchase. Peterbilt of Augusta's proposal is \$164,501 with a delivery estimated timeframe of August 2024. Due to the department's urgent need and price of the truck differing in the amount of \$1,134.00, Fleet Management recommends purchasing the Tandem Dump Truck from Peterbilt of Augusta to ensure the truck is received within 2024.
Financial Impact:	Funding in the amount of \$164,501 is available utilizing the GMA Lease Program: <ul style="list-style-type: none"> 631-10-1110/54-99631
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve bid #24-183 for the purchase of one 2025 Tandem Dump Truck, at a total cost of \$164,501 from Peterbilt of Augusta, GA for the Utilities Department – Construction and Maintenance Division.
Funds are available in the following accounts:	631-10-1110/54-99631
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed bids will be received at this office until **Friday, April 19, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: 898 2936 0923; Passcode: **254819** for furnishing:

Bid Item #24-181 2024/2025 Motorgrader Lease – Central Service Department – Fleet Management
Bid Item #24-183 2024/2025 Tandem Dump Truck – Central Service Department – Fleet Management

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

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

Bid documents may be 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)**.

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

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.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle March 14, 21, 28, and April 4, 2024
 Metro Courier March 14, 2024

Revised: 3/22/21



**Bid Opening Bid Item #24-183 2024/2025 Tandem Dump Truck
for Augusta, Georgia- Central Services Department-Fleet Management Division
Bid Due: Friday, April 19, 2024 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 4
Total Electronic Notifications (Demandstar): 59
Georgia Registry:
Total Packages Submitted: 4
Total Non-Compliant: 2

VENDORS	Peterbilt of Augusta 2923 Riverwest Drive Augusta, GA 30907	Freightliner of Augusta, LLC 2930 Riverwest Dr. Augusta, GA 30907	Southern Bell Supply LLC 8077 Allerton Lane Cumming, Ga 30041	Rush Truck Centers 2925 Gun Club Road Augusta, GA 30907
Attachment B	YES	YES	YES	YES
Addendum	YES	NO Non-Compliant	NO	YES
E-Verify Number	415710	593835	NO Non-Compliant	1255460
SAVE Form	YES	YES	YES	YES
Tandem Dump Truck:				
YEAR	2025	2025	2024	2026
MAKE	PETERBILT	FREIGHTLINER	FREIGHTLINER	INTERNATIONAL
MODEL	548	M2106	1145D	HU607 6X4
BID PRICE	\$164,501.00	\$156,968.00	\$244,898.00	\$163,367.00
APPROXIMATE DELIVERY TIME	August 15, 2024	NOV-DEC 2024	30 DAYS	360 DAYS ARO



Central Services Department

Ron Lampkin, Interim Director
Laquona Sanderson, Fleet Manager

2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-7174 Phone (706) 796-5077 Fax

MAY 7 PM 2:34

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
FROM: Ron Lampkin, Interim Director, Central Services Department
DATE: May 2, 2024
SUBJECT: Recommendation for Bid #24-183 – 2024/2025 Tandem Dump Truck

Fleet Management reviewed the vendor bid proposals for bid #24-183, Tandem Dump Truck and would like to recommend the bid to Peterbilt of Augusta.

Peterbilt of Augusta and Rush Truck Center proposals met the requirements of the bid, provided all the accessories and/or options. Rush Truck Center is the lowest compliant vendor at \$163,367.00 with a delivery estimated timeframe of 365 days from the date of purchase. Peterbilt of Augusta's proposal is \$164,501 with a delivery estimated timeframe of August 2024. Due to the department's urgent need and price of the truck differing in the amount of \$1,134.00, Fleet Management recommends purchasing the Tandem Dump Truck from Peterbilt of Augusta to ensure the truck is received within 2024.

Please advise this office upon completion of notifications so that we may proceed with the acquisition process.

If you need further information or if you have any questions regarding this recommendation, please contact the Fleet Management Office at 706-821-2892.

RL/kb



**Bid Opening Bid Item #24-183 2024/2025 Tandem Dump Truck
for Augusta, Georgia- Central Services Department-Fleet Management Division
Bid Due: Friday, April 19, 2024 @ 11:00 a.m.**

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VENDORS	Peterbilt of Augusta 2923 Riverwest Drive Augusta, GA 30907	Freightliner of Augusta, LLC 2930 Riverwest Dr. Augusta, GA 30907	Southern Bell Supply LLC 8077 Allerton Lane Cumming, Ga 30041	Rush Truck Centers 2925 Gun Club Road Augusta, GA 30907
Attachment B	YES	YES	YES	YES
Addendum	YES	NO Non-Compliant	NO	YES
E-Verify Number	415710	593835	NO Non-Compliant	1255460
SAVE Form	YES	YES	YES	YES

Tandem Dump Truck:

YEAR	2025	2025	2024	2026
MAKE	PETERBILT	FREIGHTLINER	FREIGHTLINER	INTERNATIONAL
MODEL	548	M2106	1145D	HU607 6X4
BID PRICE	\$164,501.00	\$156,968.00	\$244,898.00	\$163,367.00
APPROXIMATE DELIVERY TIME	August 15, 2024	NOV-DEC 2024	30 DAYS	360 DAYS ARO

GAHams

MHC KENWORTH-AUGUSTA
4318 BELAIR FRONTAGE ROAD
AUGUSTA, GA 30909

B & W TRUCK CENTER
278 JEFFERSON DAVIS HWY
AIKEN, SC 29801

VANGUARD TRUCK CENTERS
5465 AUGUSTA RD
BEECH ISLAND, SC 29842

HAMMER TRUCK SALES
310 TRUCK AVE
SALISBURY, NC 28146

HACKETT SALES, INC.
737A TUCKER RD
WINDER, GA 30680

PETERBILT OF ATLANTA
172 VAN MAR BOULEVARD
JACKSON, GA 30233

BOWMAN TRUCK'S & EQUIPMENT
13575 E WADE HAMPTON BLVD
GREER, SC 29651

J W TRUCK SALES INC.
3585 WALLIS RD
FLOWERY BRANCH, GA 30542

SHEALY TRUCK CENTER
1340 BLUFF RD
COLUMBIA, SC 29201

I16 TRUCK SALES & EQUIPMENT
40 WHEELER WAY
SOPERTON, GA 30457

PRUITT'S TRUCK SALES
1263 COBB PKWY SE
MARIETTA, GA 30060

PETERBILT OF AUGUSTA
2923 RIVERWEST DR
AUGUSTA, GA 30907

RUSH TRUCK CENTERS
2925 GUN CLUB RD
AUGUSTA, GA 30907

ALLAN VIGIL FORD
6790 MOUNT ZION BLVD
MORROW, GA 30260

FONTAINE TRUCK EQUIPMENT CO
9827 MOUNT HOLLY ROAD
CHARLOTTE, NC 28214

MATHEWS MOTORS
1351 GORDON HWY,
AUGUSTA, GA 30901

NICHOLS FLEET EQUIPMENT
2401 EAST 31ST STREET
CHATTANOOGA, TN. 37407

FREIGHTLINER OF AUGUSTA
2930 RIVERWEST DRIVE
AUGUSTA, GA 30907

CHEROKEE TRUCK EQUIPMENT
550 DISCOVERY PLACE
MABLETON, GA 30126

GILBERT TRUCK CENTER
2822 JEFFERSONVILLE ROAD
MACON, GA 31217

CAROLINA INTERNATIONAL TRUCKS
1619 BLUFF ROAD
COLUMBIA, SC 29201

WADE FORD
3860 S. COBB DRIVE SE
SMYRNA, GA 30080

WARREN TRUCK AND TRAILER INC.
900 38TH STREET NORTH
BIRMINGHAM, AL 35222

THOMAS TRUCKS AND EQUIPMENT
1466 GA HIGHWAY 133 SOUTH
MOULTRIE, GA 31788

RON LAMPKIN
CENTRAL SERVICES

LAQUONA SANDERSON
KAYCEE BRASWELL
FLEET MANAGEMENT

PHYLLIS JOHNSON
COMPLIANCE

Addendum 1 BID ITEM# 24-183
2024/2025 TANDEM DUMP TRUCK
FOR AUGUSTA, GEORGIA-CENTRAL
SERVICES
BID DUE 4/19/2024 @ 11:00 A.M.

Addendum 1 BID ITEM# 24-183
2024/2025 TANDEM DUMP TRUCK
FOR AUGUSTA, GEORGIA-CENTRAL
SERVICES
MAIL DATE 4/11/2024

TRANSPORT EQUIPMENT COMPANY
3416 SYLVESTER ROAD
ALBANY, GA 31705

Planholders

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

Supplier (4)

Supplier Filter

Download Date

Dodge Data	03/14/2024
Onvia, Inc. - Content Department	03/14/2024
RYZE UP2 IT SERVICES	04/17/2024
Transport Equipment Co	04/15/2024

[Add Supplier](#)

Supplier Details

Supplier Name	Dodge Data
Contact Name	Bonny Mangold
Address	4300 Beltway Place, Ste 150 , Arlington, TX 76018
Email	dodge.docs@construction.com
Phone Number	413-376-7032

Documents

Filename	Type	Action
24-183_ITB	Bid Document / Specifications	View History
24-183_ADD1	Addendum	View History

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, March 14, 2024 4:24 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000044

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2024-000000044
Event Title: 2024-2025 Tandem Dump Truck
Event Type: Non-State Agency

Process Log

2024/03/14 16:22:28 : Log starts for - 9823224 - EVENT_RELEASE_TO_SUPL
2024/03/14 16:22:30 : Email Process Log for the Event#: PE-72155-NONST-2024-000000044
2024/03/14 16:22:30 : Email Batch# 2403147119
2024/03/14 16:22:30 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/03/14 16:22:34 : Bad Email not sent to vanguardtrucks.com of TOM GRADDY ENTERPRISES LLC
2024/03/14 16:23:58 : Total No of Contacts found for sending Email: 251
2024/03/14 16:23:58 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000044&sourceSystemType=gpr20>

03/14/2024 04:23:58 PM

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Commission Meeting

June 27, 2024

Contract with ISM

Department:	N/A
Presenter:	N/A
Caption:	Approve a contract with ISM to install and maintain rainfall and water level monitoring equipment (RFQ 18-132)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Agenda Item

24 MAY 2024

Title	Approve Professional Services for DataLogger Installation and Support (RFQ 18-132)
Agenda Category	Engineering Services
Caption	Approve a contract with ISM to install and maintain rainfall and water level monitoring equipment for a fee of \$31,050.00. (RFQ 18-132))
Background	Augusta has developed and maintained a network of data loggers to measure rainfall and water level at selected sites around Augusta. This information is useful in modeling and capacity analysis for the sanitary sewer and stormwater systems. We met and discussed a scope for ISM to provide services to install additional loggers in order to expand the system to allow for more comprehensive data analysis. ISM is a prequalified Engineering consultant for the Utilities Department for Water Distribution system and Wastewater Collection System Analysis and Design.
Analysis	AUD staff met with personnel from ISM and negotiated the attached scope. We believe that the proposal is fair and reasonable.
Summary Financial	Funding in the amount of \$ 31,050.00 is available from accounts: G/L 507043490-5212115 / 88880230-5212115
Alternatives	No alternatives are recommended.
Recommendation	AUD recommends approval of this contract.
Funds	Funding are available in the following accounts: G/L 507043490-5212115 / 88880230-5212115

April 12, 2024

Frank W. Byne, PE
Director – Augusta Utilities Department
452 Walker Street, Ste. 200
Augusta, GA 30901

RE: Proposal and Fee for Rain Gauge Setup, Inspections, and Maintenance Services

Dear Mr. Byne:

Infrastructure Systems Management (ISM) is pleased to submit this proposal/fee to Augusta Utilities Department (AUD) to provide the referenced services. Our proposed cost for this service is **\$31,050**. See details below:

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	Manhole Mounts - Roadway/Streets	EA	15	\$ 350.00	\$ 5,250.00
2	Manhole Mounts Maintenance - Roadway/Streets	EA	45	\$ 85.00	\$ 3,825.00
3	Manhole Mounts Inspection - Roadway/Streets	EA	90	\$ 55.00	\$ 4,950.00
4	Manhole Mounts - Offsite	EA	15	\$ 325.00	\$ 4,875.00
5	Manhole Mounts Maintenance - Offsite	EA	45	\$ 80.00	\$ 3,600.00
6	Manhole Mounts Inspection - Offsite	EA	90	\$ 50.00	\$ 4,500.00
7	Administration (15%)	LS	1	\$ 4,050.00	\$ 4,050.00

\$ 31,050.00

NOTE: Cost are based on 30 Installations, and maintenance and inspections for six (6) months.

Once again, we appreciate your consideration of ISM for this project and if these fees are acceptable, please sign and return this proposal at your earliest convenience. In the meantime, if you should have any questions, please feel free to call me at (706) 691-8611.



Sincerely,



Abie L. Ladson, PE

ACCEPTED:

Frank W. Byne, PE

SIGNATURE: _____

TITLE : _____

DATE: _____

RFQ 18-132 Engineering Consultant Services Rosters

Category 1 – Water Distribution System and Wastewater Collection System Analysis and Design, including Pumping Stations:

A & S Engineering, LLC
Constantine Engineering, Inc.
Cranston Engineering Group, P.C.
Goodwyn, Mills and Cawood, Inc.
Infrastructure Systems Management, LLC
Johnson, Laschober & Associates, P.C.
W.K. Dickson & Company, Inc.
W.R. Toole Engineers, Inc.
Zimmerman, Evans & Leopold, Inc.

Category 2 – Water Treatment Plants:

Goodwyn, Mills and Cawood, Inc.
Hazen and Sawyer
Jacobs Engineering Group, Inc.

Category 3 – Wastewater Treatment Plants:

Constantine Engineering, Inc.
Goodwyn, Mills and Cawood, Inc.
Hussey, Gay, Bell & DeYoung, Inc.
Jacobs Engineering Group, Inc.

Category 4 – Wastewater Collection System Modeling:

CDM Smith, Inc.
Constantine Engineering, Inc.
Jacobs Engineering Group, Inc.

Category 5 – Wastewater Collection System Flow Monitoring:

McKim & Creed, Inc.
W.K. Dickson & Company, Inc.
Woolpert, Inc.

Category 6 – Surveying:

Cranston Engineering Group, P.C.
Moreland Altobelli Associates, LLC
Woolpert, Inc.
W.R. Toole Engineers, Inc.



Engineering Services

Meeting Date: June 11, 2024

Hypochlorite Generator Service Agreement

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve Hypochlorite Generator Service Agreement as a sole source procurement.
Background:	Augusta uses Sodium Hypochlorite as a disinfectant in our drinking water production facilities. At our Highland Avenue facility, the hypochlorite is generated onsite using hypochlorite generators manufactured by De Nora Water Technologies. Due to the age and critical nature of this system we have requested a proposal from the manufacturer to provide service and assessments of the system's performance three times per year and recommend any special maintenance activities that may be needed. The attached proposal describes the scope and cost for performing these inspections for the next year. The proposed total cost is \$37,000.00 for the next twelve months.
Analysis:	Due to the critical nature of this equipment, we believe that this agreement would be an important part of our system maintenance and reliability approach.
Financial Impact:	\$37,000.00 from budgeted funds.
Alternatives:	None recommended.
Recommendation:	Approve the proposed agreement with De Nora Water Technologies for one year of service as described in the proposal.
Funds are available in the following accounts:	506043520-5425110
<u>REVIEWED AND APPROVED BY:</u>	N/A

UTILITIES DEPARTMENT



Wes Byne, P.E.
Director

MEMORANDUM

The Utilities Department is submitting the attached documents for approval by the Augusta Georgia Administrator and the Procurement Department in accordance with Article 10, Sec. 1-10-94, Item (c) Standard purchase contracts. The following items are addressed in the documents attached:

- | | |
|--|-------------------|
| 1. General project concept: | Hypo Generator |
| 2. Specific budget approval of Capital Purchase: | \$37,000.00 |
| 3. Source Selection Method: | Sole Source |
| 4. Capital Funds available in fund: | 506043520-5425110 |

TO: Approval: _____ Date: _____
Takiyah A. Douse
Interim Administrator, Augusta Richmond County

Approval: *GHSams* Date: 6/3/24
Geri Sams,
Director, Procurement Department

FROM: Approval: *WByne* Date: 20 May 24
Wes Byne, P.E.
Director, Utilities Department

DATE: 5/20/24

SUBJECT: Inspection of the Electro Cells on the Hypo Generator

There are two Sodium Hypo Generator units with four Electro Cells that need to be inspected by De Nora to determine if the electro cells need to be taken out and replace the broken parts or if the need replacing quarterly throughout the year.

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 9/11/2023

DIVISION Highland Water Filter Plant

FUND #: 506043520

SHIP TO:

Highland Water Filter Plant
2835 Central Ave.

☒ WATER

☐ SEWER

☐ SUPPLIES

☒ SERVICE

☐ EQUIPMENT

☐ TOOLS

☐ SAFETY

☐ OFFICE

☐ CHEMICAL

☐ GASES

☐ REPAIR

☒ MAINTENANCE

☐ LAB

☐ UNIFORM

☐ LIFT STATION

☐ OTHER

REQUISITION #

☐ IT

☐ SCADA

☐ INVENTORY

☐ BID ITEM

☐ ROUTINE

☐ EMERGENCY

☒ SOLE SOURCE

☐ PREFER ITEM

VENDOR: De Nora Water Technologies

ADDRESS: 1110 Industrial Blvd Sugarland, TX 77478

PHONE #: 281-274-8464

QUOTED BY: Herbert Barbee

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Augusta Utilities			0.00		0.00		0.00
2.	Quarterly On-site	1	37,000.00	37,000.00		0.00		0.00
3.	Sodium Hypochlorite			0.00		0.00		0.00
4.	Generator Sub-System			0.00		0.00		0.00
5.	Inspection And			0.00		0.00		0.00
6.	Preventative			0.00		0.00		0.00
7.	Maintenance			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								
TOTAL				37,000.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Quarterly service trips for Hypo Generators at Augusta Ga Highland Water Treatment Plant.

REQUESTED BY: Phillip Crossen

APPROVED BY: Chris Washington

Approved:

JUD Director

**UTILITIES DEPARTMENT**

Wes Byne, P.E.
Director

TO: Geri Sams
Director, Procurement Department

THRU: Wes Byne, P.E.
Director, Utilities Department

FROM: Chris Washington Highland Water Plant

CC:

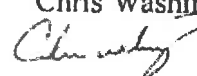
DATE: 5-20-2024

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

De Nora Technologies built and installed the Sodium Hypochlorite Generators at the Augusta GA Highland Water Treatment Plant. De Nora Water Technologies are the only company that has parts and technicians to work on these two electric Hypo generator units. These generators are used in the water treatment process to make bleach. De Nora Water Technologies are the only company that supplies the parts and service with licensed technicians to be able to replace electro cells and replace broke or worn out parts on the units.

There are two Sodium hypo generator units with four Electro cells that need to be inspected by De Nora to determine if the Electros need to be taken out o replace broken parts or need replacing Quarterly throughout the year.


Approved:
AUD Director

Chris Washington

5/20/2024



Print Form

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

Vendor: De Nora Water Technologies E-Verify Number: 349621

Commodity: Highland Water Plant

Estimated annual expenditure for the above commodity or service: \$ 37000.00

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

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

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

Name: Chris Washington Department: 4416 Date: 5-20-2024

Department Head Signature:  Date: 20 May 24

Approval Authority: _____ Date: _____

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

COMMENTS:



De Nora Water Technologies LLC
1110 Industrial Blvd.
Sugar Land, TX 77478
281-240-6770
281-274-8492 Fax
www.denora.com

Quarterly Inspection and Preventative Maintenance Proposal and Contract

Date: 05/14/2024
Customer Name: Augusta Utilities
Site Name: Augusta Water Treatment Plant
Site Location: Georgia

Equipment: 2-CT1500
Proposal No: MC00219
Attn:

On behalf of De Nora Water Technologies. (DNWT) we are pleased to present our proposal for the 29 Palms Quarterly On-site Sodium Hypochlorite Generator Sub-System Inspection and Preventative Maintenance Contract.

Some specific benefits of the ClorTec® the Inspection and Preventative Maintenance Contract are:

- Optimize efficiency
- Reduced unplanned down time.
- Minimizes warranty calls.
- Update Maintenance Log for work performed
- Refresher training upon request at no additional charge: 1 per 12 month period.

We have enclosed a detailed proposal for your review and evaluation that has been prepared for your ClorTec® generation system at the Augusta Water Treatment Plant. This proposal also serves as the Inspection and Preventative Maintenance Contract when fully executed by both parties.

Please note that this is a standard DNWT product offering. This contract is based on acceptance of all terms and conditions contained herein and that they will supersede any other terms and conditions.

Please feel free to contact the undersigned should you have any questions.

Best Regards,

Robert E. Crutchfield

NA EC Service Manager

ClorTec®
On-Site Sodium
Hypochlorite Generation Systems
Quarterly Inspection and Preventative Maintenance Proposal and Contract

Augusta Utilities

MC00219

05/14/2024



De Nora Water Technologies, LLC
1110 Industrial Blvd.
Sugar Land, TX 77478
281-240-6770
281-274-8492 Fax
www.denora.com

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Proposal Contract for Annual Maintenance # MC000219 Rev 0

Date: _____

Initial _____

1

Scope of Supply**A ClorTec® Quarterly On-Site System Quarterly Inspection and Preventative Maintenance Contract**

De Nora Water Technologies. (DNWT) is proposing this Quarterly On-Site Sodium Hypochlorite Generator system Inspection and Preventative Maintenance Contract consisting of Sections 1 through 7 herein for your On-site Sodium Hypochlorite Generation equipment:

De Nora will perform a quarterly inspection of the following subsystems, including:

- Hypochlorite Electrolytic Generator Skid or Rack whichever is applicable
- Rectifier
- Control Panel
- Water Softener
- Water Chiller/Heater
- Brine Pump
- Hydrogen Detector

The inspection for each of the above consists of the items on the check list in Section 6. In addition the electrode assemblies will be acid washed the first (3) quarterly visits and inspected for any abnormalities.

On the 4th quarterly visit the electrode assemblies will be disassembled, inspected, cleaned and if necessary washed with plant water pressure. A thorough inspection of the plates and all components will be made. If repair parts are required for the electrodes a separate quotation will be provided to the site for the specified parts, in accordance with the 5-year proration period of the warranty terms if applicable. The acrylic electrode assembly case tube is warranted 2 years from date of shipment if provided on a new system. Please see B below for more information on repair parts.

After the electrolytic cell has been re-assembled it will be run for a period of no less than 1 hour during which time hydrometer readings, temperature readings and concentration readings will be taken and recorded.

DNWT will also plan to provide a one (1) hour refresher training class on the 2nd and 4th scheduled visits, unless declined by the customer. Notice of customer declining the training must be made in writing 2 weeks prior to our scheduled visit.

This quarterly inspection and preventative maintenance contract is not a substitute for the owner/operator of the DNWT supplied equipment to perform preventative maintenance. Such preventative maintenance that owner/operator is responsible to perform includes monthly inspections as a minimum and more often if needed, and acid wash of the electrodes every 1000 hours minimum and more often if needed based on site conditions. All such inspections and acid washes must be recorded in the Maintenance Log otherwise warranty will be voided.

This quarterly inspection and preventative maintenance contract should be considered a minimum. Based on analysis of site conditions, site experience and the Maintenance Log, DNWT may recommend and quote more frequent visits.

B Repair or Replacement of Parts

During each quarterly visit, DNWT will inspect for any deficiencies in the subsystem. The inspection scope is listed in Section 6. DNWT will identify any parts that may need to be replaced or repaired. If parts are identified for replacement or repair, a separate quotation will be given for the required parts and associated

Proposal Contract for Annual Maintenance #. MC000219 Rev 0

Date: _____

Initial: _____

labor, if they are not already covered under an existing warranty. Once the quotation has been accepted and a purchase order received, DNWT will secure and replace the affected part. Should a return trip be needed to secure and install the parts for out of warranty equipment, DNWT normal service rates will apply and be added to the quotation. Parts in warranty and in warrantable condition will be repaired or replaced under the existing warranty terms for the affected parts.

If the customer desires root cause analysis of electrode failure DNWT will provide a quote accordingly. Water sampling and analysis as may be requested by DNWT will be provided by owner/operator at no charge to DNWT

C Technical Services

The listed services must be provided by a DNWT, ClorTec® factory trained technician or a factory authorized third party working under De Nora authority or direction. Failure to comply will void warranty if applicable, and De Nora will have no obligation to mitigate such failure.

Proposed services are based on one (1) scheduled trip for each described quarterly visit during the 12-month contract. Should additional trips be required due to circumstances out of De Nora's control, such as lack of access, lack of power, lack of water, lack of Owner authorizations/authority to perform, or the need for repair parts not identified prior to the visit a cost adder will apply.

D Acknowledgement and Acceptance of the Entire Contract

This proposal - and upon signature of acceptance of this contract - is for scheduled quarterly inspection and preventative maintenance services only. This is not a service contract and does not cover anything outside the scope of inspection and preventative maintenance services as described above in Section 1. Services will be performed in accordance with this proposal and contract, including the General Terms and Conditions in section 7. This contract does not alter or change the terms and conditions of any other contract between Augusta Utilities and DNWT that have been completed or are in process.

Customer's acceptance and signature on this Quarterly Inspection and Preventative Maintenance Contract Proposal constitutes the contract for the work. No other purchase order document is required by DNWT. However, in event of a customer purchase order issued subsequent to this Proposal /Agreement the purchase order must incorporate this Proposal /Agreement on its face, with the following statement: "The terms and conditions of the Proposal /Agreement MC00219 dated 05/14/2024 shall supersede any conflicting terms and conditions of this subsequent Purchase Order."

DE NORA WATER TECHNOLOGIES, LLC.

_____ Date

Robert E. Crutchfield

NA EC Service Manager

ACCEPTED: Augusta Utilities

By: _____

(Sign)

Date Signed: _____

By: _____

(Print)

Title: _____

Proposal Contract for Annual Maintenance #: MC000219 Rev 0

Date _____

Initial _____

2 Technical Clarifications and Exclusions

A Clarifications

1. Inlet water and salt must meet the requirements stated in the standard operating conditions listed in section 5 for proper electrode operation and efficiency.
2. The De Nora provided Maintenance and Operation Log Book must be maintained by the customer and updated for this service
3. Removal of any obstructions to the equipment is the responsibility of the customer before De Nora's scheduled maintenance visit.
4. The site will provide additional man power to remove the cells when appropriate to reduce the need for a second technician thus lowering the cost to customer.
5. Customer to provide any special equipment to perform maintenance including but not limited to acid cart and hydrochloric acid in accordance with the specifications listed in section 5 (commercial grade 31% and diluted per the DNWT acid wash procedure).

B Exclusions from Scope and Price

1. Sales and all other taxes
2. Permits, Licenses and fees.
3. Any consumables or chemicals used to perform maintenance.
4. Disposal of any consumables or chemicals used to perform maintenance.
5. Consumable maintenance items including but not limited to pH, chlorine & chemical probes, reagents or buffers, hydrogen sensor modules, and filter cartridges.
6. Water sample and analysis that may be required to support the inspection process
7. All items not specifically listed in the Scope of Supply in Section 1.

Proposal Contract for Annual Maintenance #: MC000219 Rev 0

Date: _____

Initial _____

3 Quarterly Inspection and Preventative Maintenance Contract Pricing

A Price

Service Item No.	Service Items	Price Per Unit	# Of Units	Price Per Visit	# Of Visits	Price per Year	Description
1	Inspection and Cleaning	\$2900.00	2	\$5800.00	3	\$17,400.00	Inspection and acid cleaning of the cells.
2	Travel Expenses for Inspection Acid Cleaning(a)	N/A	N/A	\$3400.00	3	\$10,200.00	Travel to and from site and associated expenses.
3	Inspection, Cell, Disassembly and Cleaning (b)	\$3000.00	2	\$6000.00	1	\$6000.00	Systems Inspection. Pulling out the electrodes, cleaning, inspecting, repairing any necessary hardware and placing system back on line. Parts are NOT included and are extra as needed.
4	Travel Expenses For Inspection, Disassembly and Cleaning (c)	N/A	N/A	\$3400.00	1	\$3400.00	Travel to and from site and associated expenses.
Total annualized cost including travel and expenses (c)(d)						\$37000.00	

(a) The price is based on only requiring 1 technician to do the acid wash.

(b) Travel expenses are based on multiple racks being cleaned during a single visit. If individual trips are required, travel expenses increase to \$3400 per visit per technician. The price is based on only requiring 1 technician to do the cell disassembly and cleaning.

(c) The annualized price for each system's quarterly inspection and preventative maintenance is \$18,500.00.

B Supplementary Parts and Services (Optional)

1	Supplementary Parts and Services not included in Table A above (a) \$0.00 T, M and E as agreed	\$0	Emergency service and parts charged by time, material and expenses.
Total annualized cost for A and B		\$0	

Proposal Contract for Annual Maintenance #: MC000219 Rev 0

Date: _____

Initial _____

- (a) Supplementary parts and services provided to Buyer covered by this Table B shall not exceed \$0. In the event that supplementary parts and services are required in excess of this limit, a separate order is required to be issued to Contractor in advance of provision of such parts and services.

Commercial Scope

B Billing Process and Payment Terms

DNWT's inspection and maintenance technician or authorized subcontractor technician shall confirm the date of each inspection and preventative maintenance within 2 weeks of the scheduled maintenance to be provided. The DNWT inspection and maintenance technician shall come to the site with a inspection and maintenance order that references this contract and describes inspection and the preventative maintenance item to be provided. After inspection and maintenance are complete, the technician shall obtain customer signature on inspection and maintenance order confirming inspection and maintenance was provided and is satisfactory. DNWT will invoice the customer for the amount in Section 3 herein for inspection and maintenance item provided with the customer's signed inspection /maintenance order attached. Payment terms are Net 30 days.

C Validity of Pricing

This proposal and its amendments and supplements shall remain valid for 30 days, after which it may be subject to price changes, unless extended in writing by DNWT.

D Inspection and Maintenance Schedule

Inspection and Preventative Maintenance Schedule for maintenance services for the 12-month period of this contract will be in accordance with the table below.

Date	Service
Week of TBA	Inspection and acid wash
Week of TBA	Inspection and acid wash
Week of TBA	Inspection and acid wash
Week of TBA	Inspection, electrode disassembly and cleaning

Changes to schedule during the 12-month period, shall be given by written notice by the customer not later than 2 weeks prior to the scheduled inspection and preventative maintenance service visit. Failure to provide written notice two weeks prior to scheduled inspection and preventative maintenance service may result in cancellation of the scheduled service item without penalty to DNWT.

It is the responsibility of the customer to provide access to the systems to be inspected and maintained prior to De Nora's arrival. Any time that DNWT technician spends waiting for access to be provided will be a charge billed at the current hourly rate of \$225.00 per hour.

E Contract Terms and Conditions

The DNWT proposal/contract MC00219 shall be governed solely by the Terms of this Proposal / Contract, and the General Terms and Conditions of the Quarterly Inspection and Preventative Maintenance Contract

Proposal Contract for Annual Maintenance #: MC000219 Rev 0

Date: _____

Initial: _____

in Part 7 herein. Any terms and conditions specified by any former or subsequent communications are expressly excluded.

F Insurance

DNWT will maintain insurance policies and limits as set forth in the General Terms and Conditions in Section 7. No other coverage or endorsements will be provided without additional compensation and the approval of DNWT management.

Proposal Contract for Annual Maintenance #: MC000219 Rev 0

Date: _____

Initial _____

4 ClorTec® Standard Operating Conditions

Proper system operation and electrode warranty is subject to the end-user meeting the following conditions:

A Inlet Water Conditions

- Providing treated drinking quality potable water.
- Inlet Water Temperature: Inlet water temperature must be between 65°F-75°F [18°C-24°C].
- Inlet Water Pressure: Water Pressure must be maintained per system Process & Instrumentation Diagram.

B Salt Quality

Must contain no organic binders, flow control agents or resin cleaning material, and meeting the following specifications

NaCl:	
-dry basis	96.3% minimum
-wet	93.3% minimum
Calcium Sulfate	0.30% maximum
Magnesium Chloride	0.06% maximum
Calcium Chloride	0.10% maximum
Magnesium Sulfate	0.02% maximum
Insolubles	0.1% maximum
Moisture (as H ₂ O)	3.0% maximum
Lead	0.0007% maximum
Copper	0.0003% maximum
Iron (as Fe)	0.002% maximum
Fluoride	0.002% maximum
Manganese	<0.0002%

C Water Quality

Must be free of polymer additives, flocculants, coagulants and antiscalants. Salinity to electrolytic cell must be maintained above an average of 18,000 ppm Cl

pH	6.5 to 7.5
Hardness [Ca/Mg]	<10 ppm
Total Organic Carbon (TOC)	<2 ppm
Iron	<200 ppb
Manganese	<10 ppb
Nickel	<0.5 ppm
Fluoride	<1 ppm
Copper	<5 ppb
Cl ₂ (free chlorine)	<2 ppm

Proposal Contract for Annual Maintenance #. MC000219 Rev 0

Date _____

Initial _____

D Hydrochloric Acid specification

Specific Gravity (20°C)	1.16 g/ml
Appearance	clear
Conc.	30-33% w/w
Iron (Fe)	5-10 ppm (max)
Lead (Pb)	< 2 ppm
Copper (Cu)	< 1 ppm
Calcium + Magnesium	< 1 ppm
Silicon Dioxide	< 1 ppm
Free chlorine	< 1 ppm

E Operational Logs

- A weekly log of water hardness at outlet of water softener must be maintained by end-user. (See Maintenance and Operation Log Book in Maintenance Kit.).
- Operational Log must be maintained detailing maintenance activities and system usage. (See Maintenance and Operation Log Book in Maintenance Kit.)
- DNWT technician shall update the log for the work performed.

Proposal Contract for Annual Maintenance #: MC000219 Rev 0

Date: _____

Initial _____

5 Maintenance and Inspection System Checklist

A Hypochlorite Generator Rack/Skid

- Check for any leaks.
- Check cartridge filter at rack and advise if replacement is needed.
- Check Gem Sensors for free movement.
- Verify flow rate on flow meters match HMI reading.
- Check all 3 flow meters for proper operation and no broken rods.
- Check cell straps are not too tight.
- Verify drain paddle switch does not stick.
- Verify operation of pressure gauge.
- Verify free movement of discharge ball valves.

B Electrolytic Cell and Electrode

- Observe status of electrode; is there bridging or is the electrode clean.
- If electrode is dirty, acid wash the system, check customer's maintenance log to see when last acid wash or cleaning was done.
- Are there loose pieces of hardware in the bottom of the electrode?
- Verify there are no warped plates.
- Remove cable clamps from buss bar and verify buss bar is coated with paste and tight.
- Re-attach cable clamps to buss bar and tighten to 50 ft. lbs. and coated with paste.
- Verify clam shell clamps are tightened to 50 ft lbs. and coated with paste.
- Verify level switch is not full of water and float operates correctly.
- Verify there are no leaks from temperature switch orifice or level switch orifice.
- Verify all wires are attached properly and not shorted together.
- Measure voltage of each cell to be sure that they are fairly equal to each other.

C Rectifier

- Verify lugs have paste and are tightened to 50 ft lbs.
- Check overall system for corrosion and any water drip marks.
- Verify the E-Stop switch operates with your meter.
- Verify rectifier is clean on the inside.
- Observe for loose wires or broken wires.
- While system is running verify voltage between positive and negative buss is what is reading at voltage meter on rectifier and at the cells and all match what is being shown on HMI.
- While system is running, verify current on cables is what is reading at amperage meter on rectifier and at the cells and all match what is being shown on HMI.

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- Verify cables to SCR fuses are tight to 40 ft lbs.

D Water Softener and Concentration

- Measure water hardness before water softener.
- Measure water hardness after water softener.
- Check cartridge filter at softener and advise if replacement is needed.
- Check customer's maintenance log to see when last hardness test was done.
- While system is running obtain a sample of hypo and check temperature.
- Check customer's maintenance log to see when last hypo temperature was recorded.
- While system is running obtain a sample of hypo and check concentration.
- Check customer's maintenance log to see when last hypo concentration was recorded.

E Control Panel

- Inspect all wires for burn marks and loose connections.
- If there is a UPS present check battery voltage both under load and stand alone.
- Verify UPS operation by turning off main power.
- Verify voltage at 24VDC power supply is correct.
- Look for any arc marks around the bases of the control relays.
- Look for any arcing on the covers of the control relays.
- Verify all fuses are properly seated and there are no arc marks.
- Verify no wires are jumped out or bypassed, each one should be in it's own terminal.
- With a hand held vacuum cleaner clean the control panel.
- Verify there are no metal shavings anywhere in the panel.
- Determine age of PLC battery and suggest change if more than 2 years old.
- Verify HMI screen saver is working to prevent burn in.
- If fans are present clean filters, if filters are not present, note on report and have customer get new ones.

Proposal Contract for Annual Maintenance # MC000219 Rev 0

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6 General Terms and Conditions of Quarterly Inspection and Maintenance Contract

Definitions. As used herein, the following terms shall have the following meanings:

– “Contract” means the Proposal, these terms and conditions, any additional terms and conditions expressly incorporated herein directly or by reference.

– “Contract Price” means the compensation to be paid by the Client to the Contractor in accordance with the terms of this Contract.

– “Contractor” means De Nora Environmental Water Purification, Inc. and its permissible successors and/or assigns. Any reference to actions taken or not taken by the Contractor shall include those actions taken or not taken on Contractor’s behalf.

– “Services” means the services to be provided by the Contractor to the Client as identified in this Contract.

– “Work Site” means each site at which the Contractor is undertaking Services

Other terms not expressly defined above have the meaning so given to them in this Contract.

Construction of Agreement. Whenever the context requires, the gender of all words used in this Contract includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Contract, and all references to Attachments are to Attachments attached to this for all purposes. Captions, headings, cover pages, tables of contents and footnote instructions contained in this Contract are inserted only to facilitate reference and for convenience and in no way define, limit or describe the scope, intent or meaning of any provisions of this Contract. Words and abbreviations that have well known technical or trade meanings are used in this Contract in accordance with such recognized meanings.

Offer to Contract. Contractor’s proposal and the accompanying documents referred to under the definition of the term “Contract” herein (including the terms and conditions set forth herein) constitute an offer to contract which may be accepted by the client within thirty (30) days from the date hereof (or within such shorter or longer period of time, if any is specified in the Contractor’s proposal) and only on the exact terms hereof. This Contract shall not be binding on the Contractor unless it is executed by the Client and a duly executed copy is delivered to the Contractor within the period of time specified above.

Entire Agreement. The terms and conditions set out herein are the entire terms and conditions of this Contract and any prior or contemporaneous understandings or agreements, oral or written, are merged herein. There are no representations or warranties, agreements, or covenants other than those expressly set forth in this Contract. This Contract may be amended or modified and/or any right or obligation arising under this Contract may be waived from time to time only by a written instrument executed by the Client and the Contractor. The failure of either party at any time to enforce any of the provisions of this Contract shall not constitute a waiver of such provision.

Quality of Work and Materials. The Services to be provided hereunder shall be performed by qualified personnel in accordance with standards generally acceptable in Contractor’s industry. Contractor shall use the effort, skill, diligence and quality control/quality assurance measures expected of a qualified firm performing services of a similar nature to the Services to be performed by the Contractor pursuant to this Contract. Materials furnished by the Contractor if any, shall be current, of merchantable quality and in compliance with any technical standards or specifications incorporated into this Contract. When certain materials are specified by a reference standard Contractor may select any suitable commercially acceptable material meeting the standard.

The Services are of such nature that no certainty of results can be assured by the Contractor and the Contractor makes no warranty concerning the

accuracy or completeness of any data, the effectiveness of any material used, recommendations given, or the results of the services rendered.

There are no warranties or conditions, express or implied, statutory or otherwise as to the merchantability or fitness for a particular purpose of any equipment, material and supplies utilized in the performance of the Services

The Client’s sole and exclusive remedy at law or equity, whether in contract, tort or other theory of law is limited to the repair, or the replacement, or credit for the equipment, material or supplies proven to the satisfaction of the Contractor, acting reasonably to have been defective.

Access. Client shall secure and maintain rights of access for Contractor to the Work Site. Client shall advise Contractor of any limitations or restrictions affecting access and Contractor shall abide by such limitations or restrictions. Should Contractor be denied free access to a Work Site for any reason not within the control of the Contractor, Client shall pay Contractor during the time of such denial at the rates set forth in the Contract.

Compliance with Law. The parties shall comply with relevant laws, regulations and/or official government orders in performing their respective obligations hereunder.

Contract Schedule. The Contractor’s completion of the Services within a reasonable time shall constitute the Contractor’s full compliance with any specific schedule requirement, if any, contained in this Contract. The date of completion provided in this Contract, if any, is approximate and is based upon prompt receipt by Contractor of all necessary information and data required to be supplied by the Client, and is subject to weather, unforeseen site conditions and all Force Majeure events.

Additional Work. The Client may add, delete, modify, alter, or accelerate the Services to be performed hereunder, including without limitation, order changes to the Services, or require the Contractor to perform additional services but only through a duly executed change order. All change orders shall be in writing and require the signature and acceptance by the Contractor prior to becoming effective. Unless agreed to otherwise by the Contractor, all such change orders shall reflect the parties’ agreement regarding price and proposed completion date. The General Terms and Conditions shall apply to such change order.

Employee Safety. Contractor shall be responsible for the safety, efficiency and adequacy of its employees and any vehicles and/or machinery, equipment or materials furnished or utilized by the Contractor during the performance of Services. Contractor, however, shall not assume any obligation or incur any liability for personal injury or property damage caused by (i) unsafe site conditions not created by the Contractor or by any of its agents, employees and subcontractors, (ii) work being performed by other parties not related to the Contractor, (iii) the negligence of the Client, and/or (iv) the negligence of any third party not related to the Contractor.

Risk of Loss. Any losses or other liabilities resulting from theft, damage or unauthorized use of Client’s property, by any party other than Contractor, shall be borne by the Client.

Force Majeure. Any event of Force Majeure that directly or indirectly causes a party to be unable to perform its obligations under this Contract shall not be deemed a breach of this Contract. Force Majeure means any event beyond the reasonable control and is not a result of the wilful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party claiming to be affected thereby, including but not limited to acts of God, explosion, flood, fire, hurricane, tornado, sabotage, or similar acts of a public enemy, nation or industry-wide strikes, acts of terrorism, blockade or insurrection, riots, acts of civil disturbance, or rules or regulations of any governmental authority asserting jurisdiction or control, the compliance with which makes performance of the Services impossible. The occurrence of such event shall suspend the obligations of the affected party for only so long as the impact of such event continues.

Proposal Contract for Annual Maintenance #. MC000219 Rev 0

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The obligation to pay amounts due and owing shall not be suspended by such event. The party affected will use commercially reasonable efforts to mitigate the effect of the event.

Ownership of Documents and Inventions. (a) All tracing, specifications, computations, notes and other original documents as instruments of service are and shall remain the property of Contractor unless otherwise provided by law; (b) All inventions, discoveries and copyright in work of authorship, including those in formative stages, made by the Contractor (either alone or jointly with the Client) shall from the time of conception or, in the case of works of authorship from the time of creation be the property of Contractor.

Approval of Work. Services performed by Contractor shall be deemed approved and accepted by Client at the time service has been performed and Client signifies acceptance by signature on Service Order. Under all circumstances, final payment of the Contract Price shall be deemed as conclusive evidence that the Client has accepted all Services provided.

Payment Terms. Unless specifically stated otherwise, all payments are due Net 30 days from the date of invoice. Any payment delayed beyond thirty (30) days from the specified due date, unless occasioned by fault of the Contractor, shall be subject to one and one-half (1.5) percent per month penalty on the unpaid balance.

Taxes. The prices hereunder do not include any sales, use, excise, ad valorem, property or other taxes. Client shall pay all such excise, sales, use and other taxes associated with the Services imposed directly or indirectly, by any governmental authority or agency with respect to this Contract and the Services provided, other than taxes imposed on Contractor's net income or Contractor's payroll. Client shall pay directly or reimburse Contractor for any such taxes that Contractor may be required to pay, including without limitation, sales and/or use taxes that Contractor may be required to pay in connection with Contractor's purchase or use, in performing the Services hereunder, of equipment, supplies, material and/or subcontracted services.

Default and Termination. The persistent or repeated failure or refusal of either party to comply with the terms of this Contract shall constitute a default. Upon default by one party, the other party shall send written notice. Such notice shall clearly specify the nature of the default and provide the defaulting party thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days but is not cured within thirty (30) days, the Contract shall terminate at midnight of the thirtieth day following receipt of the default notice. In the case of default that cannot be cured within thirty (30) days, this Contract shall not terminate so long as the defaulting party has given written notice to the other party that the defaulting party has commenced and is diligently pursuing a cure. Evidence of such cure shall be provided from the defaulting party to the reasonable satisfaction of the other party. In the event of any termination, Contractor shall be paid for all services rendered through the date of termination, including any mobilization costs incurred by the Contractor to transport equipment or personnel to the job site. For purposes of this section, the failure of the Client to pay Contractor in accordance with the payment terms of this Contract shall be considered such a substantial failure for which no notice or opportunity to cure is required. In the event of a substantial failure on the part of the Client Contractor, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of either party in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

Indemnification. Each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party, its shareholders, officers, directors, agents and employees, and their respective successors and assigns (each is referred to herein as an "Indemnified Party") against any and all liability for damages, costs, losses, penalties and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party for wrongful death, bodily injury and/or property damage which are caused solely by the willful or negligent acts of the Indemnifying Party. However, to the extent that both Client and Contractor are determined to be negligent and the negligence of both is the proximate cause of a claim against either party for any of the damages subject to indemnity as set forth above, then in such event, Client and Contractor shall each be responsible

for the portion of the liability equal to its proportionate share of the total negligence.

Contractor's Liability. In the event that claims(s) raised against the Contractor on account of this Contract, or on account of the Services performed hereunder, is/are covered under the insurance policies required of the Contractor hereunder, the Contractor shall not be responsible for any loss, damage or liability beyond the policy amounts contractually required hereunder and the limits and conditions of such insurance policies. With respect to any other causes of action and/or claims arising under this Contract or otherwise arising as a result of, or on account of, the Services provided hereunder, Contractor's total aggregate liability shall not exceed the Contract Price.

Consequential Damages. In no event shall Contractor be liable, either directly or as an indemnitor of Client, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if Contractor has been advised of the possibility of such damages.

Insurance. Contractor shall procure and maintain through the period of this Contract, at Contractor's own cost and expense (a) general liability insurance in the amount of one million dollars (\$2,000,000) per occurrence and aggregate; (b) automobile liability insurance in the amount of one million dollars (\$1,000,000) and (c) worker's compensation insurance in accordance with all statutory requirements.

Disclosure of Information and Cooperation of the Parties. (a) Each party agrees that it has disclosed, and it will continue to disclose, any and all information it now has, or may have in the future, to the extent that such information is relevant to the other party in performing its duties and obligations hereunder; (b) Each party hereto agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors and subcontractors to facilitate the performance of the mutual obligations set forth in this Contract.

No Third Party Beneficiaries. This Contract is entered into solely between, and may be enforced only by the Contractor and Client, and this Contract shall not be deemed to create any rights in third parties, including clients, suppliers, or customers of a party, or to create any obligations of a party to any such third parties.

Notices. Wherever under this Contract one party is required or permitted to give notice to the other party, such notice shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier or sent by certified, registered, first class mail, postage prepaid, but not by electronic mail. Any such notice shall be deemed given when actually received when delivered either personally, by facsimile transmission or by express courier, or if mailed, on the fifth day after its mailing, postage prepaid to the recipient party.

Governing Law and Venue. This Contract and performance under it shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue for any action shall be in the appropriate court located within the Commonwealth of Pennsylvania.

Severability. If this Contract contains any unlawful provision, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from this Contract without affecting the binding force of the remainder.

Successors and Assigns. Neither Client or Contractor shall assign or transfer any rights under or interest in this Contract including, but without limitation, moneys that may become due or moneys that are due without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. Notwithstanding the foregoing, Contractor may subcontract any or all of its obligations hereunder to a third party and/or assign its rights and obligations under this Contract to an affiliate upon the writ

Proposal Contract for Annual Maintenance #: MC000219 Rev 0

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Meeting Name

Meeting Date: 06/11/2024

Approve Professional Services for Automated Metering Infrastructure Management (RFQ 18-132)

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve professional services with ISM to provide technical services to support AMI infrastructure. \$309,120.00 (RFQ 18-132)
Background:	Augusta is preparing to roll out Automated Metering Infrastructure (AMI). ISM has agreed to provide program management personnel to support the roll-out of the AMI system. The proposal covers labor and administrator for one year. ISM is a qualified vendor on RFQ 18-132 Engineering Consultant Services – Category 1 – Water Distribution System and Wastewater Collection System Analysis and Design.
Analysis:	AUD staff met with personnel from ISM and negotiated the attached scope. We believe that the proposal is fair and reasonable.
Financial Impact:	Funding in the amount of \$ 309,120.00 is available from accounts: G/L 507043490-5212115 / 88880230-5212115
Alternatives:	No alternatives are recommended.
Recommendation:	AUD recommends approval of this contract.
Funds are available in the following accounts:	G/L 507043490-5212115 / 88880230-5212115
<u>REVIEWED AND APPROVED BY:</u>	N/A

May 24, 2024

Frank W. Byne, PE
Director – Augusta Utilities Department
452 Walker Street, Ste. 200
Augusta, GA 30901

RE: Proposal and Fee for Project Management Services

Dear Mr. Byne:

Infrastructure Systems Management (ISM) is pleased to submit this proposal/fee to Augusta Utilities Department (AUD) to provide the referenced services. Our proposed total cost for service is **\$309,120.00**. This includes a full-time Staff Engineer for one year, and a fee for training and support for \$40,320.00. See details below:

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	Project Engineer (1 year full-time)	hr.	1,920.00	\$ 140.00	\$ 268,800.00
2	Administration (1 year)	LS	1.00	\$ 40,320.00	\$ 40,320.00

\$ 309,120.00

NOTE: Costs are based on providing a full-time Project Engineer for 1 year, and providing support and training from ISM senior staff.

Once again, we appreciate your consideration of ISM for this project and if these fees are acceptable, please sign and return this proposal at your earliest convenience. In the meantime, if you should have any questions, please feel free to call me at (706) 691-8611.

Sincerely,



Abie L. Ladson, PE



ACCEPTED:

Frank W. Byne, PE

SIGNATURE: _____

TITLE : _____

DATE: _____

RFQ 18-132 Engineering Consultant Services Rosters

Category 1 – Water Distribution System and Wastewater Collection System Analysis and Design, including Pumping Stations:

A & S Engineering, LLC
Constantine Engineering, Inc.
Cranston Engineering Group, P.C.
Goodwyn, Mills and Cawood, Inc.
Infrastructure Systems Management, LLC
Johnson, Laschober & Associates, P.C.
W.K. Dickson & Company, Inc.
W.R. Toole Engineers, Inc.
Zimmerman, Evans & Leopold, Inc.

Category 2 – Water Treatment Plants:

Goodwyn, Mills and Cawood, Inc.
Hazen and Sawyer
Jacobs Engineering Group, Inc.

Category 3 – Wastewater Treatment Plants:

Constantine Engineering, Inc.
Goodwyn, Mills and Cawood, Inc.
Hussey, Gay, Bell & DeYoung, Inc.
Jacobs Engineering Group, Inc.

Category 4 – Wastewater Collection System Modeling:

CDM Smith, Inc.
Constantine Engineering, Inc.
Jacobs Engineering Group, Inc.

Category 5 – Wastewater Collection System Flow Monitoring:

McKim & Creed, Inc.
W.K. Dickson & Company, Inc.
Woolpert, Inc.

Category 6 – Surveying:

Cranston Engineering Group, P.C.
Moreland Altobelli Associates, LLC
Woolpert, Inc.
W.R. Toole Engineers, Inc.



Commission Meeting

June 27, 2024

Sole Source

Department:	N/A
Presenter:	N/A
Caption:	Approve a sole source contract to Industrial Scientific Corporation for confined Gas Monitoring Services at an annual cost of \$11,745.40 – Contract is for 4 years (48 months) at a total cost of \$47,013.60.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Agenda Item

15 MAY 2024

Title	Approve Sole Source Contract for Confined-Space Gas Monitoring Services
Agenda Category	Engineering Services
Caption	Approve a sole source contract to Industrial Scientific Corporation for confined Gas Monitoring Services at an annual cost of \$11,745.40/yr. – The contract is for 4 years (48 months) at a total cost of \$47,013.60.
Background	This is a company that provides equipment to monitor dangerous gases in confined spaces such as lift stations, manholes, and vaults. We reviewed the technology available in the industry, and determined that Industrial Scientific is the only firm with the combination of technology and functionality required by our staff. These monitors report their operating status to a central base station where the condition of each monitor can be remotely monitored. This is essential for verifying calibration and operational status including whether an alarm has been triggered by that unit. We are required to monitor these conditions by OSHA when conducting confined space entry of structures.
Analysis	<p>AUD staff met with personnel from Industrial Scientific and negotiated pricing which is consistent with other options in the industry while providing this unique service.</p> <p>AUD has reviewed Industrial Scientific's contract and finds it to be fair and reasonable.</p>
Summary Financial	Funding in the amount of \$47,013.60 is available from accounts: G/L 506043410-5224214
Alternatives	No alternatives are recommended.
Recommendation	AUD recommends approval of this contract.
Funds	Funding are available in the following accounts: G/L 506043410-5224214



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

Vendor: Industrial Scientific E-Verify Number: 132945

Commodity: Gas Monitoring Equipment

Estimated annual expenditure for the above commodity or service: \$ 11,753.40/annual

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

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

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

Name: Anthony Arcuri Department: AUD-C&M Date: 05/15/2024

Department Head Signature: [Signature] Date: 15 May 24

Approval Authority: [Signature] Date: 6/3/24

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

COMMENTS:



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Geri Sams
Director, Procurement Department

THRU: Wes Byne, P.E.
Director, Utilities Department

FROM: Anthony Arcuri

CC:

DATE: 05/15/2024

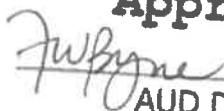
SUBJECT: JUSTIFICATION FOR SOLE SOURCE

This equipment is needed for employee safety and safety compliance with OSHA. This equipment saves lives.

Industrial Scientific remotely monitors the condition of their instruments and automatically handles any necessary service requirements based on the Exchange that we have selected. In addition, the program also includes iNet Control, which allows visibility into the gas detection program via the web. By logging onto a secure web, it reviews equipment usage, maintenance, and alarm events. This technology tells the user when gas detectors were last calibrated, whether a sensor is about to fail, and which gas went into alarm that day. We can also use detailed views to identify the source of potential problems, act, and therefore, save lives.

There is no other comparable all-inclusive gas detection program in existence like iNet Control.

Approved:


AUD Director

Industrial Scientific Corporation

1 Life Way
Pittsburgh, PA 15205-7500, USA
Phone: 412-788-4353
1-800-DETECTS (338-3287)
Fax: 412-788-8353
www.indsci.com

4/19/2024

City of Augusta
Tony Arcuri
1840 Wylds Rd
Augusta, GA 90909
US

Dear Tony Arcuri,

RE: iNet Instrument Network™

This letter serves to confirm that Industrial Scientific Corporation is the sole source provider of the proprietary **iNet® Instrument Network**.

Industrial Scientific remotely monitors the condition of your Industrial Scientific instrument fleet and automatically handles any necessary service requirements based on the Exchange plan that you have selected. In addition, the program also includes iNet® Control which provides visibility into your gas detection program via the web. By logging onto a secure website, you can review equipment usage, maintenance, and alarm events. iNet Control tells you when your gas detectors were last calibrated, whether a sensor is about to fail, and which gas detectors went into alarm that day. You can use detailed views to identify the source of potential problems, take action, and save lives.

Additional features if iNet include:

- **LENS™ Wireless:** LENS peer-to-peer monitoring allows personal monitors and area monitors to share gas readings and alarms with one another. When a gas hazard, man-down, or panic situation causes an instrument to alarm, all peers in the connected group will instantly be notified of the hazard and the person in danger.
- **iNet® Now:** iNet Now is live monitoring software that provides real-time text and email alerts for gas hazards, panic, and man-down situations allowing you to see and respond to incidents as they happen. A map helps you to identify the location of workers and instruments. With iNet Now, you can have confidence that workers are visible even when you're miles away.
- **Auto Replenishment Plus:** Our Auto Replenishment Plus program provides iNet® Exchange customers with the option to have the cost of calibration gas included in the monthly price of their iNet contract. Having calibration gas included in your iNet contract allows the monthly price to reflect the true total cost of ownership of the equipment, making iNet a complete one-stop shop for gas detection.

There is no other comparable all-inclusive gas detection program like iNet in existence today.

Please contact us if we can be of further assistance.

Sincerely yours,

Ashley Pacheco
Renewal Manager

**INDUSTRIAL
SCIENTIFIC**

1 Life Way
Pittsburgh PA | 15205 US
+1 412-788-4353 | 1-800-DETECTS (338-3287)
info@indsci.com | http://www.indsci.com

Item 16.

Customer

City of Augusta
Tony Arcuri
+1 706-533-9311
aarcuri@augustaga.gov
1840 Wylde Rd
Augusta, GA, US, 30909

Quote #: Q-84190

Date: 4/19/2024

Expiration: 60 days

iNet Account #: 51686

Payment Terms: Net 30 Days

ISC Contact

Name: Ashley Pacheco

Title: Renewal Manager

Phone: 412-395-8057

Email: apacheco@indsci.com

iNet® Exchange Quotation and Order Form

<u>Instruments/Devices</u>		
<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
12	VTS-K1232111101	Ventis MX4, LEL (Pentane), CO, H2S, O2, Li-ion Ext Range, Desktop Charger, Pump, Orange, UL/CSA, English
6	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
6	17124348	HOLDER, GAS CYLINDER, WALL MOUNT
6	18105841	REGULATOR, DEMAND W/ SWITCH (150 PSI), 0-3 LPM, CGA-C10, MALE

OUR MISSION

Preserving human life on, above and below the earth.
Delivering highest quality, best customer service ... every transaction, every time

QuOrF TOU Attached-US
Version 1.0 / OCT-2023



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info@indsci.com | http://www.indsci.com

Item 16.

PROGRAM INITIAL TERM (months)	48
CURRENCY	USD
MONTHLY USAGE FEE	979.45
48 MONTH TOTAL USAGE FEE	47,013.60

- Prices valid for sixty (60) days from the Date above.
- iNet Exchange is an equipment-leasing program. Monthly Usage Fees cover: (a) the quoted hardware, as well as replacement parts, labor, shipping and handling, training, and access to the iNet® Control SaaS platform; and (b) installation.
- Monthly Usage Fee is for 48 months—early termination fees apply.

CUSTOMER**Customer PO#:** _____*(Please provide a copy of your PO, along with any tax-exempt information)*

Equipment is typically delivered within thirty (30) of signature. If you would like ISC to consider an earlier delivery, please provide your requested date here: _____

Customer accepts the Order terms above and the Program Terms of Use available at <https://www.indsci.com/hubfs/PTOU.pdf>, intending to be legally bound

Sign Here



Authorized Customer Signature

Title

Date

OUR MISSION

Preserving human life on, above and below the earth.
Delivering highest quality, best customer service... every transaction, every time

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Version 1.0 / OCT-2023



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info@indsci.com | http://www.indsci.com

Item 16.

ISC

Agreed and Accepted by Industrial Scientific Corporation (ISC):

DocuSigned by:  2422541810	Vice President, Americas Sales	4/30/2024
Authorized ISC Signature	Title	Date

No contract will be formed until this Order is countersigned by ISC. This Order will automatically expire and be void if it is not executed by Customer and received by ISC prior to the Expiration Date; provided, however, that ISC may elect to accept such Order, in its sole discretion, after such Expiration Date by countersignature.

For completion by ISC:

Initial Subscription Term:

Start Date: _____

End Date: _____

OUR MISSION

Preserving human life on, above and below the earth.
Delivering highest quality, best customer service every transaction, every time

QuOrF TOU Attached-US
Version 1.0 / OCT-2023



LOCATION BREAKDOWN**Location 1: Ft Gordon Plant****Ship To Address: 1840 Wylds Road****City: Augusta****State: GA, Postal/Zip Code 30909****Contact Information: Tony Arcuri****Phone: 706-533-9311****Email: aarcuri@augustaga.gov**

<u>Instruments/Devices</u>		
<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
2	VTS-K1232111101	Ventis MX4, LEL (Pentane), CO, H2S, O2, Li-ion Ext Range, Desktop Charger, Pump, Orange, UL/CSA, English
1	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
1	17124348	HOLDER,GAS CYLINDER,WALL MOUNT
1	18105841	REGULATOR, DEMAND W/ SWITCH (150 PSI), 0-3 LPM, CGA-C10, MALE

Location 2: Construction Facility**Ship To Address: 1840 Wylds Road****City: Augusta****State: GA, Postal/Zip Code 30909****Contact Information: Tony Arcuri****Phone: 706-533-9311****Email: aarcuri@augustaga.gov**

<u>Instruments/Devices</u>		
<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
2	VTS-K1232111101	Ventis MX4, LEL (Pentane), CO, H2S, O2, Li-ion Ext Range, Desktop Charger, Pump, Orange, UL/CSA, English
1	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
1	17124348	HOLDER,GAS CYLINDER,WALL MOUNT
1	18105841	REGULATOR, DEMAND W/ SWITCH (150 PSI), 0-3 LPM, CGA-C10, MALE

Location 3: Hicks Water Treatment Plant**QuOrF TOU Attached-US
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**INDUSTRIAL
SCIENTIFIC**

1 Life Way
Pittsburgh PA | 15205 US
+1 412-788-4353 | 1-800-DETECTS (338-3287)
info@indsci.com | http://www.indsci.com

Item 16.

Ship To Address: 1840 Wylds Road**City: Augusta****State: GA, Postal/Zip Code 30909****Contact Information: Tony Arcuri****Phone: 706-533-9311****Email: aarcuri@augustaga.gov**Instruments/Devices

Qty	Part Number	Description
2	VTS-K1232111101	Ventis MX4, LEL (Pentane), CO, H2S, O2, Li-ion Ext Range, Desktop Charger, Pump, Orange, UL/CSA, English
1	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
1	17124348	HOLDER,GAS CYLINDER,WALL MOUNT
1	18105841	REGULATOR, DEMAND W/ SWITCH (150 PSI), 0-3 LPM, CGA-C10, MALE

Location 4: Griffith Water Treatment Plant**Ship To Address: 1840 Wylds Road****City: Augusta****State: GA, Postal/Zip Code 30909****Contact Information: Tony Arcuri****Phone: 706-533-9311****Email: aarcuri@augustaga.gov**Instruments/Devices

Qty	Part Number	Description
2	VTS-K1232111101	Ventis MX4, LEL (Pentane), CO, H2S, O2, Li-ion Ext Range, Desktop Charger, Pump, Orange, UL/CSA, English
1	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
1	17124348	HOLDER,GAS CYLINDER,WALL MOUNT
1	18105841	REGULATOR, DEMAND W/ SWITCH (150 PSI), 0-3 LPM, CGA-C10, MALE

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Location 5: Maintenance facility**Ship To Address: 1840 Wylds Road****City: Augusta****State: GA, Postal/Zip Code 30909****Contact Information: Tony Arcuri****Phone:****Email: aarcuri@augustaga.gov**

<u>Instruments/Devices</u>		
<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
2	VTS-K1232111101	Ventis MX4, LEL (Pentane), CO, H2S, O2, Li-ion Ext Range, Desktop Charger, Pump, Orange, UL/CSA, English
1	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
1	17124348	HOLDER,GAS CYLINDER,WALL MOUNT
1	18105841	REGULATOR, DEMAND W/ SWITCH (150 PSI), 0-3 LPM, CGA-C10, MALE

Location 6: Metering Division**Ship To Address: 1840 Wylds Road****City: Augusta****State: GA, Postal/Zip Code 30909****Contact Information: Tony Arcuri****Phone:****Email: aarcuri@augustaga.gov**

<u>Instruments/Devices</u>		
<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
2	VTS-K1232111101	Ventis MX4, LEL (Pentane), CO, H2S, O2, Li-ion Ext Range, Desktop Charger, Pump, Orange, UL/CSA, English
1	18109327-131	DSXi Cloud-Connected Docking Station for Ventis, 3 Inlet Ports, North American Power Cord
1	17124348	HOLDER,GAS CYLINDER,WALL MOUNT
1	18105841	REGULATOR, DEMAND W/ SWITCH (150 PSI), 0-3 LPM, CGA-C10, MALE

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CertifiedISO 9001
CertifiedISO 14001
Certified

AUGUSTA - RICHMOND COUNTY
REQUISITION

FUND# 506 - Operating

CHECK ALL THAT APPLY:

DATE: 5/15/2024

Department: Utilities

☐ WATER
☒ SEWER
☐ BOTH

☐ ENGINEERING
☐ CONSTRUCTION
☐ PROFESSIONAL SERVICES

☐ COMMISSION APPROVAL Date
☐ ADMINISTRATIVE APPROVAL Date
☐ CHANGE ORDER Date

GL#: 506043410 - 5224214

JL#:

VENDOR: INDUSTRIAL SCIENTIFIC
ADDRESS: VENDOR#22276
PHONE #:
QUOTED BY:

BID ITEM #

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	CONFINED SPACE			0.00		0.00		0.00
2.	MONITORING SERVICES			0.00		0.00		0.00
3.	SUPPORT, USE OF			0.00		0.00		0.00
4.	ASSOCIATED SUPPORT			0.00		0.00		0.00
5.	AS WELL AS AUTO			0.00		0.00		0.00
6.	REPLENISH OF TEST			0.00		0.00		0.00
7.	GAS	12	979.45	11,753.40		0.00		0.00
8.				0.00		0.00		0.00
9.	1 OF 4 YEARS			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				11,753.40		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

REQUESTED BY: AUD-C&M DEPT.

APPROVED BY: COMMISSION

Directors

Signature:



Engineering Services

Meeting Date: June 11, 2024

Landscape Maintenance Agreement for Water Plants

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve Landscape Maintenance Agreement for Water Plants
Background:	The Utilities Department has worked with the Augusta Procurement Department to solicit proposals for providing landscaping and lawn maintenance for water treatment plants (Bid Item 24-209). We have reviewed the compliant responses and found LEP Contracting, LLC. to be the lowest cost responsive bidder.
Analysis:	We recommend award of Bid Item 24-209 to LEP Contracting, LLC at a cost of \$3,723.00 per month for twelve months. The total cost of the agreement will be \$44,676.00.
Financial Impact:	\$44,676.00 from budgeted funds.
Alternatives:	None recommended.
Recommendation:	Approve award of Bid Item 24-209 Landscaping and Lawn Maintenance for Water Treatment Plants to LEP Contracting, LLC at a cost of \$3,723.00 per month for twelve months.
Funds are available in the following accounts:	506043520-5222410; 506043540-5222410
<u>REVIEWED AND APPROVED BY:</u>	N/A



STATE OF GEORGIA
RICHMOND COUNTY

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

AND
LEP Contracting, LLC
(CONTRACTOR)

CONTRACTOR: **LEP Contracting, LLC**

PROJECT: Provide landscape maintenance at Augusta Highland Ave Water Treatment Plant
and The North Max Hicks Water Treatment Plant Facility

DATE EXECUTED:

DATE COMPLETED:

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**Landscape Maintenance at Augusta's Highland Ave
Water Treatment Plant and The North Max Hicks Water
Treatment Plant Facility**

Augusta, Georgia

The Honorable Garnett L. Johnson., Mayor

Commissioners:

Jordan Johnson
Stacy Pulliam
Catherine Smith Mcknight
Alvin Mason
Bobby Williams
Tony Lewis
Sean Frantom
Brandon Garrett
Francine Scott
Wayne Guilfoyle

Wes Byne
Director, Augusta Utilities Department

Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

DATE:



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

LEP Contracting, LLC
(CONTRACTOR)

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

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

Landscape maintenance at Augusta Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility and,

WHEREAS, the CONTRACTOR 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 CONTRACTOR that:

The CONTRACTOR scope of work will consist of evaluating and repairing hydrants and valves as assigned by AUD team. The scope will also include allowing AUD staff to shadow CONTRACTOR so as to establish a policy and procedure for this program for future in-house use.

The scope of services is more precisely defined in Attachment A Scope of Services.



GENERAL PROVISIONS

CONTRACTOR has agreed, in this Agreement with CITY to provide the on-call services of providing landscape maintenance at the Augusta-Richmond County Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONTRACTOR COORDINATION

The CONTRACTOR shall cooperate fully with all municipalities, local government officials, utility companies, and other CONTRACTORS as directed by the CITY. CITY, CONTRACTOR and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or CONTRACTORS practicing under similar conditions. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

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 CONTRACTOR, 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 CONTRACTOR on behalf of the CITY under this Agreement. However, CONTRACTOR will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

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

BINDINGS

It is further agreed that the CITY and CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under this Agreement.

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

CONTRACTOR - 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 CONTRACTOR 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 CONTRACTOR signed by CITY and accepted by CONTRACTOR, 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 CONTRACTOR. 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 CONTRACTOR 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
4. Bid Package Documents



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONTRACTOR and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONTRACTOR 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 CONTRACTOR under this Agreement will be the level of care and that is ordinarily used by members of CONTRACTOR'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 CONTRACTOR's compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's Key Personnel without the prior written approval of the CITY or his designee.

The CONTRACTOR shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONTRACTOR 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 CONTRACTOR and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONTRACTOR, but should any such information be released by the CITY or by the CONTRACTOR 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

CONTRACTOR 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.). CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONTRACTOR, 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 CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under this Agreement shall become the property of the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONTRACTOR.

9.1 SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONTRACTOR 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.

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which will fix the date on which Work will be resumed.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONTRACTORS

CONTRACTOR 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 CONTRACTOR shall fully cooperate with such other CONTRACTORS 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 CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR 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 CONTRACTOR for the purpose of securing business and that the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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.

Indemnification:

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless CITY, and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of PROGRAM MANAGER, architects, attorneys and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against CITY or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of CONTRACTOR under this paragraph shall not extend to the liability of CITY's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications. CONTRACTOR, in order to determine the requirements of the Project, shall review the information in Attachment A - Scope of Services. CONTRACTOR 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 CONTRACTOR's services, if any, necessary for design to begin.



14. INSURANCE

The CONTRACTOR 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 both 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 CONTRACTOR in performance of the work during the term of this Agreement.

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's liabilities hereunder in insurance coverage's identified in items (b) and (c).

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

15. PROHIBITED INTERESTS

- 15.1 Conflict of Interest: The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR agrees as follows: (1) the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONTRACTOR 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 CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

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

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

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

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONTRACTOR



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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONTRACTOR against all claims arising out of such use of documents and materials without the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, Ste. 910
Augusta, GA 30901

CONTRACTOR:

ADMINISTRATION
NAME
ADDRESS
CITY, STATE, ZIP CODE

Copy to:

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

26. LOCAL SMALL BUSINESS:

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree 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 upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports 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. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. 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.

27. 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

28. EXTENT OF THE AGREEMENT

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

ACKNOWLEDGEMENTS

"Contractor 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, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor'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 Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor 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 Contractor. Contractor 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: Mayor Garnett Johnson
AS ITS: **MAYOR**

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: **Clerk of Commission**

DATE: _____

CONTRACTOR:

LEP Contracting, LLC

BY: _____

PRINTED NAME: _____
AS ITS: _____

ATTEST:

PRINTED NAME: _____

AS ITS: _____

DATE: _____

Copy To:

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



CONTRACTOR'S RESPONSIBILITIES

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

1. Contractor shall furnish all materials, equipment, machinery, transportation and other implements and materials necessary to execute this Contract. Equipment that damages turf or sidewalks shall not be allowed. The Contractor shall be responsible for all equipment maintenance, repair and expendables including but not limited to fuel, oil, and tires. No City equipment will be loaned or otherwise leased or rented to the Contractor. A sufficient supply of back up equipment must be kept on hand to ensure timely and continuous fulfillment of this Contract. No relief in responsibility for work performance will be granted in the event of broken down equipment. Landscape services shall be provided as outlined in Landscape Services Required Schedule.
2. Contractor shall emphasize and enforce common safety standards for mowing, applying chemicals and using ground maintenance equipment. Employees should wear necessary safety equipment at all times and use extreme care when applying chemicals. Contractor shall maintain documentation that all employees have been trained in appropriate safety measures to ensure contractor employees are performing their work in a safe manner.
3. Contractor shall provide sufficient onsite supervisory personnel to ensure proper inspection of work performed, close supervision, and technical assistance to the work force. The term "on-site supervision" will be a person designated to be at the work site, and act as the selected Contractor's point of contact for Augusta Utilities Department.
4. The Contractor shall be responsible for all damages or personal injury resulting from its operations. This includes, but is not limited to, damage to plants, and turf as well as buildings and structures. Damages and any personal injury will be reported immediately to Augusta Utilities Department.
5. Contractor shall return to work site after being notified of any deficient conditions. If two callbacks occur during a one-month period or if a total of five such callbacks occur during the contract period, Augusta Utilities Department shall have the right to declare the Contractor nonperforming and shall have the right to terminate the contract without penalty.
6. The Contractor shall provide a detailed monthly maintenance schedule which should include, but not be limited to, pruning schedule, fertilizer and weed control products to be used (sample attached).
7. All Landscape work shall be performed during standard operating hours Monday through Friday of each week according to the agreed upon Landscape Services Required Schedule.
8. Contractor's vehicles will be properly identified and maintained in a neat and professional manner.

PROJECT UNDERSTANDING

Upon request from the CONTRACTOR, CITY may provide all criteria and full information as to CITY's and CONTRACTOR'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. CONTRACTOR may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONTRACTOR'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 CONTRACTOR to submit progress reports and/or plans shall be cause to withhold payment to the CONTRACTOR until the CONTRACTOR complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONTRACTOR.

CONTRACTOR'S INSURANCE

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



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

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

RIGHT TO ENTER

The CONTRACTOR 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 CONTRACTOR shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONTRACTOR, the CITY will provide the necessary documents identifying the CONTRACTOR 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 CONTRACTOR's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONTRACTOR'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 CONTRACTORS 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 CONTRACTOR whenever CITY observes or becomes aware of any development that affects the scope or timing of CONTRACTOR's Services, or of any defect in the work of CONTRACTOR or construction contractors.

CITY'S INSURANCE

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



ATTACHMENT A - SCOPE OF SERVICES

GENERAL

The purpose of this bid item is for Augusta Utilities Department (AUD) to secure a contractor to provide landscape maintenance at the Augusta-Richmond County Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility.

LAWNS

Lawns shall be mowed Bi-weekly during the months of March through November. They will be Vacuumed Bi-Weekly during the months of December through February; aerate and overseed during the month of November. Prior to mowing, trash, paper and other debris will be removed. Raking of the lawns is to be done after each mowing, or as needed, and where needed to present a neat appearance, and to prevent the buildup of thatch. At no time shall more than 1/3 of the leaf blade be removed during mowing.

EDGING

All grassed areas, including edges of walks, curbs, buildings, and planting beds shall be edged every two weeks, or as deemed necessary by Augusta Utilities. Edging shall include backs of grassed areas as well as those areas adjacent to the curb. Chemicals are not to be used to edge grass. This task shall be completed with regularity during the months of March through November, and as needed to maintain a neat appearance during the months of December through February. Landscapers utilizing edgers must not cause any damage to vehicles or other objects or property.

CLEANING/TRASH

Grass clippings and all other debris resulting from the services provided by the Contractor will be removed from lawns, sidewalks, parking lots, and streets immediately upon completion of work or as deemed necessary by Augusta Utilities. The Contractor shall pick up and dispose of all clippings and litter per visit and dispose of in the proper area on-site.

CHEMICAL PROGRAM

The Contractor shall furnish one (1) fertilizer application to trees and shrub beds during the month of March and September each year which equals 2 per year. The cost of the fertilizer and labor is included in the agreement. The Contractor agrees to provide, in the cost of this agreement, Herbicide (1) once a quarter to all flower and mulch areas and all pre or post emergent herbicides necessary to enhance all lawns and bed areas. The Contractor shall also, to prevent injury to landscape plants, turf plants and turf and for treatment of problems such as insect infestations and disease, include pesticide applications on an "as needed" basis. Documentation provided to Augusta Utilities shall be required and must be approved for application of any and all chemicals, specifying the date of application, type of chemical and application rate.

PRUNING

Plants shall be shaped to enhance and preserve their natural appearance. Shearing is not acceptable. Major pruning is to be accomplished in the months of December through February.



Light pruning is to be done, as required, in order to maintain proper growth during the months of March through November. The Contractor agrees to prune winter kill branches from shrubs and ground cover as soon as it is evident the plant will not recover. Augusta Solid Waste anticipates all dead wood pruning to be completed no later than May 15th of each year.

MULCH/PINE STRAW

Pine straw shall be provided by the Contractor two (2) times a year. A minimum of three (3) inches of mulch shall be maintained at all times. Mulch shall be clean and free of excess branches, litter, and weeds.

INSPECTION

It is understood within this agreement that any problems such as disease, insect infestations, or unusual weather conditions, etc. shall be discussed with Augusta Utilities. A landscape maintenance foreman shall check with management each day while providing services included in this agreement. This will enable the foreman to discuss work orders and any other concerns either party might have. Periodic inspections will be scheduled with the foreman as deemed necessary by Augusta Utilities Department.

IRRIGATION SYSTEM

Contractor is to coordinate irrigation schedule with Augusta Utilities on a regular basis, taking into consideration seasonal demands, watering restrictions and off season deactivation. Contractor shall winterize (de-activate) irrigation system prior to the average first frost date in the Fall of the year. Contractor shall energize the irrigation system after the average last frost date in the Spring of the year. Contractor is to advise Management of any and all leaks, cracks, damage to controllers and or heads and any other impairment to the system as soon as the problem is discovered and isolate those failures by turning off that zone of the system. At that point, Contractor will provide a quote for repair of the failure BEFORE repairing. These quotes will be presented to Augusta Utilities. Any repairs caused by contractor's neglect to be remedied at no cost to Augusta Utilities.

SPECIAL PROVISIONS

1. Fire ants in lawn and shrub bed areas shall be treated as they appear.(with chemicals approved By Augusta Utilities)
2. Vegetation growing in asphalt or concrete cracks shall be treated as it appears.
3. All workers must be dressed appropriately to include wearing of shirts and shoes while on the premises.

GENERAL INSTRUCTIONS

1. Mowing, trimming, edging – should be done as outlined above or when deemed necessary by Augusta Utilities.
2. Trash – per visit.
3. De-thatching – when thatch exceeds 1/2" - 3/4" in depth in warm season grasses.
4. Fertilization – year round.
5. Lime – only as needed.
6. Weeding – year round.
7. Aeration/Over seeding – early Spring/late Summer as conditions warrant.
8. Pine straw – twice per year.



9. All clippings, pruned branches, and sucker growth on trees shall be disposed of in the proper area on-site.

LICENSE AND PERMITS

Vendor is required to have and maintain a valid Commercial Pesticide Applicator's License, as well as a valid Commercial Pesticide Business License; both of which must remain valid throughout the duration of this contract.

Contract Period

SEASONAL LANDSCAPE REQUIREMENTS

JANUARY

- ☐ Complete Winter pruning - evergreen and deciduous plants - (non flowering and summer flowering trees and shrubs).
- ☐ Leaf removal - leaves shall be blown from parking areas, right of ways, lawn and shrub beds and disposed of in approved location.
- ☐ Lawns mowed, trimming and edging completed as needed.

FEBRUARY

- ☐ Complete Winter pruning as needed.
- ☐ Weed control with pre-emergent for turf and shrub beds.
- ☐ Weed control with pre-emergent for Bermuda; fertilize shrub beds with (5-10-20).
- ☐ Weed control with pre-emergent for Fescue; fertilize shrub beds with (25-2-5).
- ☐ Lawns mowed, trimming and edging completed as needed.

MARCH

- ☐ Fertilize shrubs and trees with balanced slow release fertilizer with iron (8-10-10).
- ☐ Weed control with pre-emergent for turf and shrub beds.
- ☐ Prune flowering trees.
- ☐ Irrigation - check controller and all heads for any leaks, cracks, or other winter damages.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

APRIL

- ☐ Fertilize Fescue (19-3-7) 50% SCH w/pre-m.
- ☐ Fungicide ornamentals and turf at first indication of disease.
- ☐ Weed control with pre-emergent in shrubs and turf.
- ☐ Fertilize shrubs and trees (8-10-10) - balanced slow release fertilizer.
- ☐ Weed control with pre-emergent in shrubs and on Bermuda with (25-2-5) 30% SCU w/pre-m.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

MAY

- ☐ Fertilize Bermuda w/balanced slow release fertilizer (25-5-9) 5 lbs. /1000 (in May or June).
- ☐ Prune winter die back on all plants.
- ☐ Weed control in shrub beds and turf with post emergent.
- ☐ Prune and shape spring shrubs and trees.
- ☐ Fertilize shrubs and trees (12-8-8) - balanced slow release fertilizer.



- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

JUNE

- ☐ Shape pruning of shrubs and trees.
- ☐ Weed control in shrub beds w/post-emergent.
- ☐ Fertilize Fescue with (5-10-31)
- ☐ Sod replacement.
- ☐ Water (turf, shrubs and trees).
- ☐ Sucker growth removed on all trees.
- ☐ Fertilize Bermuda with (32-5-7) 50% SCU.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

JULY

- ☐ Insect control (only those insects that damage plant material)
- ☐ Water (turf, shrubs, and trees).
- ☐ Weed control (post emergent) in shrub beds and turf.
- ☐ Shape pruning of shrubs and trees.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

AUGUST

- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

SEPTEMBER

- ☐ Weed control in shrub beds and turf with post-emergent.
- ☐ Fertilize groundcovers, shrubs, trees (8-10-10) balanced fertilizer.
- ☐ Aerate and over seed Fescue fertilize with (18-24-12) 25% SCU, and lime as needed, (in September or October).
- ☐ Shape pruning of shrubs and trees.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

OCTOBER

- ☐ Lime turf grass as needed.
- ☐ Fescue mowing
- ☐ Leaf removal-leaves shall be blown from parking areas, right of ways, lawn, and shrub beds and disposed of in approved location.
- ☐ Shape pruning of shrubs and trees.
- ☐ Fertilize shrubs and trees with (8-10-10) balanced fertilizer.
- ☐ Fertilize Bermuda (5-10-20) w/pre-m.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.



NOVEMBER

- ☐ Fescue mowing.
- ☐ Leaf blowing and removal-blown from parking areas, right of ways, lawn and shrub beds and disposed of in approved location.
- ☐ Pine straw – only after complete leaf removal (may run into December if leaves still on trees).
- ☐ Fall planting of upgrades.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

DECEMBER

- ☐ Complete leaf removal – blown from parking areas, right of ways, lawn, and shrub beds and disposed of in approved location.
- ☐ Fertilize fescue with (32-3-8).
- ☐ Lime Bermuda (as needed).
- ☐ Lawns mowed, trimming and edging completed as needed.



ATTACHMENT B - COMPENSATION

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

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

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONTRACTOR 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 CONTRACTOR to proceed with the work authorized in a Task Order, it agrees to pay the CONTRACTOR for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

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

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

GEORGIA PROMPT PAY ACT:

This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

Defective pricing

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



Pricing

Landscaping Services: Initial Contract to expire 5/1/25

Highland Plant

- Area 1 265 Monthly
- Area 2 328 Monthly
- Area 3 435 Monthly
- Area 4 422 Monthly
- Area 5 375 Monthly

Highland Plant 1825 Total Monthly Fee

Hicks Plant

- Area 1 515 Monthly
- Area 2 765 Monthly
- Area 3 203 Monthly
- Area 4 415 Monthly

Hicks Plant 1898 Total Monthly Fee

Name (printed): _____

Company: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No.: _____

Date: _____



ATTACHMENT C - LISTING OF KEY PERSONNEL

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



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The work sequence and work schedule will be in accordance with specifications as defined in Attachment A.



CONTRACTOR SERVICES

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: Wes Byne

TITLE: DIRECTOR

DATE: _____

CONTRACTOR

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ADDITIONAL SERVICES:

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

Invitation to Bid

Sealed bids will be received at this office until **Tuesday, March 19, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: 854 9741 1246; Passcode: 24209 for furnishing:

Bid Item #24-209 Landscaping and Lawn Maintenance for Water Treatment Plant for Augusta, GA – Utilities Department

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

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

Bid documents may be 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)**.

Please contact Stephen Orton at 706-836-7283 for Optional Site-Visit on March 4, 2024.

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

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.

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.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	February 8, 15, 22, 29, 2024
Metro Courier	February 8, 2024



**Bid Opening Bid Item #24-209 Landscaping and Lawn
Maintenance for Water Treatment Plants
for Augusta, Georgia- Utilities Department
Bid Due: Tuesday, March 19, 2024 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 22
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 272
Total Georgia Procurement Registry: 1068
Total packages submitted: 4
Total Non-Compliant: 1

VENDORS	HB Landscaping and Lawncare LLC P.O. Box 828 663 Blanchard Rd Evans, GA 30809	LEP Contracting, LLC 2917 Foxhall Circle Augusta, GA 30907	Yellowstone Landscape 702 McKnight Industrial Blvd Martinez, GA 30907	Pond Maintenance of Augusta, LLC 3707 Colbert Street Augusta, GA 30906
Attachment B	Yes	Yes	Yes	Yes
E-Verify Number	1419481	1512510	648975	067036
SAVE Form	Yes	Yes	Yes	Yes
Pesticide Applicator Lic	No	Yes	Yes	Yes

Bid Form: Landscaping Services

Area 1	\$437.00	\$265.00	\$350.00	\$600.00
Area 2	\$594.00	\$328.00	\$600.00	\$600.00



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Area 3	\$594.00	\$435.00	\$700.00	\$600.00
Area 4	\$594.00	\$422.00	\$550.00	\$1,200.00
Area 5	\$358.00	\$375.00	\$750.00	\$600.00
Highland Plant Total Monthly Fee	\$2,577.00	\$1,825.00	\$2,950.00	\$3,600.00
Area 1	\$483.00	\$515.00	\$600.00	\$2,000.00
Area 2	\$273.00	\$765.00	\$275.00	\$500.00
Area 3	\$273.00	\$203.00	\$300.00	\$500.00



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Area 4	\$588.00	\$415.00	\$775.00	\$2,000.00
Hicks Plant Total Monthly Fee	\$1,617.00	\$1,898.00	\$1,950.00	\$5,000.00

UTILITIES DEPARTMENT



Wes Byne, P.E.
Director

MEMORANDUM

TO: Geri Sams, Director – Procurement
Darrell White, Deputy Director - Procurement
Nancy Williams – Contract Compliance Administrator
Tywana Scott – Procurement Assurance Analyst
Audrey Sutton – Bid and Contract Specialist

FROM: Wes Byne, Director – Utilities Department
Stephen Orton-Superintendent, AUD-Facilities and Maintenance

SUBJECT: **Landscaping & Lawn Maintenance (Bid Item #24-209) Recommendation of Award**

DATE: April 09, 2024

Attached is the bid tabulation information for the Landscaping and Lawn Maintenance Bid Item No. **24-209**. It is our recommendation that the bid item be awarded to LEP Contracting, LLC. The award is based on the low bid for each area.

Thank you for your assistance regarding this request.


Wes Byne, P.E. - Director, Utilities Department


Date

CC: Tess Thompson, Manager-AUD Finance



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Attachment B	Yes	Yes	Yes	Yes
E-Verify Number	1419481	1512510	648975	067036
SAVE Form	Yes	Yes	Yes	Yes
Pesticide Applicator Lic	No	Yes	Yes	Yes
Bid Form: Landscaping Services				
Area 1	\$437.00	\$265.00	\$350.00	\$600.00
Area 2	\$594.00	\$328.00	\$600.00	\$600.00

Item 17.



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Area 3	\$594.00	\$435.00	\$700.00	\$600.00
Area 4	\$594.00	\$422.00	\$550.00	\$1,200.00
Area 5	\$358.00	\$375.00	\$750.00	\$600.00
Highland Plant Total Monthly Fee	\$2,577.00	\$1,825.00	\$2,950.00	\$3,600.00
Area 1	\$483.00	\$515.00	\$600.00	\$2,000.00
Area 2	\$273.00	\$765.00	\$275.00	\$500.00
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Item 17.



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Area 4	\$588.00	\$415.00	\$775.00	\$2,000.00
Hicks Plant Total Monthly Fee	\$1,617.00	\$1,898.00	\$1,950.00	\$5,000.00

HB LANDSCAPING & LAWN CARE LLC
PO BOX 828
EVANS, GA 30809

AUGUSTA LAWN CARE SERVICES
2008 WESTSIDE DR.
AUGUSTA, GA 30907

TURNERS LAWN CARE & LANDSCAPING
3343 HAMDEN ST.
AUGUSTA, GA 30906

POND MAINTENANCE OF AUGUSTA
3707 COLBERT ST
AUGUSTA, GA 30906

BULLDOGS CUTS
907 PARK AVE
AUGUSTA, GA 30901

AUGUSTA GREENS RIGHT AWAY
1600 KERON WAY
HEPHZIBAH, GA 30815

LEP CONTRACTING LLC
2917 FOXHALL CIRCLE
AUGUSTA, GA 30907

JACOBS LAND MANAGEMENT
733 SCOTT NIXON MEMORIAL DR.
AUGUSTA, GA 30907

AUGUSTA QUALITY LLC
3904 WRIGHTSBORO RD. STE C
AUGUSTA, GA 30909

HOME DETOX
2002 LANIER DR
AUGUSTA, GA 30904

GEORGIA'S GREEN LAWN CARE LLC
2204 RICHARDS RD
AUGUSTA, GA 30906

SNAP CORP USA
2753 WILLIS FOREMAN RD
HEPHZIBAH, GA 30815

DAVIS LANDSCAPE COMPANY
PO BOX 350
EVANS GA 30809

CSRA LANDSCAPING
2232A PEACH ORCHARD RD
AUGUSTA, GA 30906

LUMBERJACK LAWN & LANDSCAPING
3315 TIMBER TWIG LN
AUGUSTA, GA 30906

PIEDMONT LANDSCAPE MANAGEMENT
1048 FRANKE INDUSTRIAL DR
AUGUSTA, GA 30909

JACOBS LAND MANAGEMENT
733 SCOTT NIXON MEMORIAL DRIVE
AUGUSTA, GA 30907

M & C LAWN CARE & MAINTENANCE SERVICES LLC
3958 WRIGHTSBORO RD. SUITE C
AUGUSTA, GA 30909

RISE AND SHINE LAWN CARE AND LANDSCAPING, LLC
1159 WALTONS TRAIL
HEPHZIBAH, GA 30815

T. GARRETT ENTERPRISE LLC
2326 WALDEN DR. STE B.
AUGUSTA, GA 30904

AUGUSTA LAWN & TURF
3618 PHILLIPS DR
MARTINEZ, GA 30907

BRIGHT BROTHERS LANDSCAPING
2625 MILLEDGEVILLE ROAD
AUGUSTA, GA 30904

WES BYNE
UTILITIES

STEPHEN ORTON
ALLAN SAXON
UTILITIES

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM# 24-209
LANDSCAPING AND LAWN MAINTENANCE
FOR WATER TREATMENT PLANT FOR
UTILITIES DEPT.
BID DUE:

BID ITEM# 24-209
LANDSCAPING AND LAWN MAINTENANCE
FOR WATER TREATMENT PLANT FOR
UTILITIES DEPT.
BID MAILED:

1 of 1

BIDDERS LIST

BID () RFP () RFQ () ITEM # # 24-209

DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	MAILED BY
2-14 2024	William Shiver S + S Lawncare and Pressure Washing LLC	5009 Deer Trail Dr Hephzibah Ga 30815	# 24-209	pick up

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, February 9, 2024 12:21 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000035

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2024-000000035

Event Title: 24-209 Landscaping and Lawn Maintenance for Water Treatment Plants

Event Type: Non-State Agency

Process Log
2024/02/09 12:14:32 : Log starts for - 8165714 - EVENT_RELEASE_TO_SUPL
2024/02/09 12:14:34 : Email Process Log for the Event#: PE-72155-NONST-2024-000000035
2024/02/09 12:14:34 : Email Batch# 2402095773
2024/02/09 12:14:34 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/02/09 12:14:55 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2024/02/09 12:14:56 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2024/02/09 12:14:59 : Bad Email not sent to smaddox@deltalandscape.com or smaddx@yahoo.com of DELTA LANDSCAPE SUPPLY OF GA INC
2024/02/09 12:20:41 : Total No of Contacts found for sending Email: 1071
2024/02/09 12:20:41 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000035&sourceSystemType=gpr20>

02/09/2024 12:20:41 PM

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

Planholders

Add Supplier

Export To Excel

Supplier (8)

Supplier 

Download Date

Dodge Data

02/09/2024

Forest Maintenance and Lawn Care

03/18/2024

H & H Concrete Finishing

02/14/2024

JC Lawn Care

02/09/2024

Keep It Clean Services

02/09/2024

KITCo

02/09/2024

Onvia, Inc. - Content Department

02/09/2024

Worldscapes LLC

02/09/2024

Add Supplier



Engineering Services

Meeting Date: May 24, 2024

Meter Technology Evaluation Janus Research Sole Source Procurement

Department:	Utilities – Engineering Svcs
Presenter:	Wes Byne
Caption:	Approve a contract with Janus Research to evaluate Automated Metering Infrastructure Technology as a sole source procurement in the amount of \$457,339.39.
Background:	JANUS Research Group, LLC (Janus) is a local consultant and contractor that specializes in embedded electronic designs. They have previously performed work for Augusta related to water metering and environmental monitoring. They have submitted a proposal to evaluate current meter reading technology and investigate a new long-term radio technology known as LoraWAN. This technology is designed to allow for small data transmissions while using very little battery power. This technology is mature, but being actively developed to include new features. We believe that it may be a good solution for remotely monitoring water meters, as well as other smart city applications.
Analysis:	AUD staff met with personnel from Janus Research and negotiated the attached scope. We believe that the proposal is fair and reasonable.
Financial Impact:	Funding in the amount of \$457,339.39 is available from accounts: G/L 230-04-3410 / ARP009.
Alternatives:	No alternatives are recommended
Recommendation:	AUD recommends approval of this contract
Funds are available in the following accounts:	G/L 230-04-3410 / ARP009
<u>REVIEWED AND APPROVED BY:</u>	Wes Byne



Print Form

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

Vendor: JANUS RESEARCH GROUP E-Verify Number: 277124

Commodity: CONSULTANT-ELECTRONIC DESIGNS

Estimated annual expenditure for the above commodity or service: \$ 457,339.39

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

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

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

Name: WES BYNE Department: AUD-UTILITIES Date: 06/04/2024

Department Head Signature: [Signature] Date: June 24

Approval Authority: [Signature] Date: June 24

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

COMMENTS:

- Agenda - 5/24



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Geri Sams
Director, Procurement Department

THRU: Wes Byne, P.E.
Director, Utilities Department

CC: Steve Little, CPA
Asst Director, Finance and Customer Service

DATE: May 24, 2024

SUBJECT: JUSTIFICATION FOR SOLE SOURCE JANUS RESEARCH

Ms. Sams,

Attached is a request for a sole-source procurement of professional services from the Janus Research group. They have developed a meter reading technology under separate contract with Augusta. This scope includes the further development of that technology, and creation of multiple test units to place the units in the field. Janus is the only vendor that I am aware of that has the collection of skills necessary to complete this task, as well as having experience with federal electronics requirements. This will allow any concepts developed to be available to use on Fort Eisenhower. Janus' skills include electronic design, antenna analysis and certification, capability to manufacture test quantities in-house, and software design and testing for data processing.

I am asking you to review this request, and allow this sole-source selection of services.

Thanks,

A handwritten signature in blue ink that reads "Wes Byne".

Wes Byne

Augusta Utilities Department
452 Walker Street, Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

Agenda Item

24 MAY 2024

Title	Approve Professional Services for Meter Technology Evaluation
Agenda Category	Engineering Services
Caption	Approve a contract with Janus Research to evaluate Automated Metering Infrastructure Technology
Background	JANUS Research Group, LLC (Janus) is a local consultant and contractor that specializes in embedded electronic designs. They have previously performed work for Augusta related related to water metering and environmental monitoring. They have submitted a proposal to evaluate current meter reading technology and investigate a new long-term radio technology known as LoraWAN. This technology is designed to allow for small data transmissions while using very little battery power. This technology is mature, but being actively developed to include new features. We believe that it may be a good solution for remotely monitoring water meters, as well as other smart city applications.
Analysis	AUD staff met with personnel from Janus Research and negotiated the attached scope. We believe that the proposal is fair and reasonable.
Summary Financial	Funding in the amount of \$ 457,339.39 is available from accounts: G/L 230-04-3410 / ARP009
Alternatives	No alternatives are recommended.
Recommendation	AUD recommends approval of this contract.
Funds	Funding are available in the following accounts: G/L 230-04-3410 / ARP009

Proposal for Augusta Richmond County Large Scale ERT Pilot Program Development

Submitted May 14, 2024

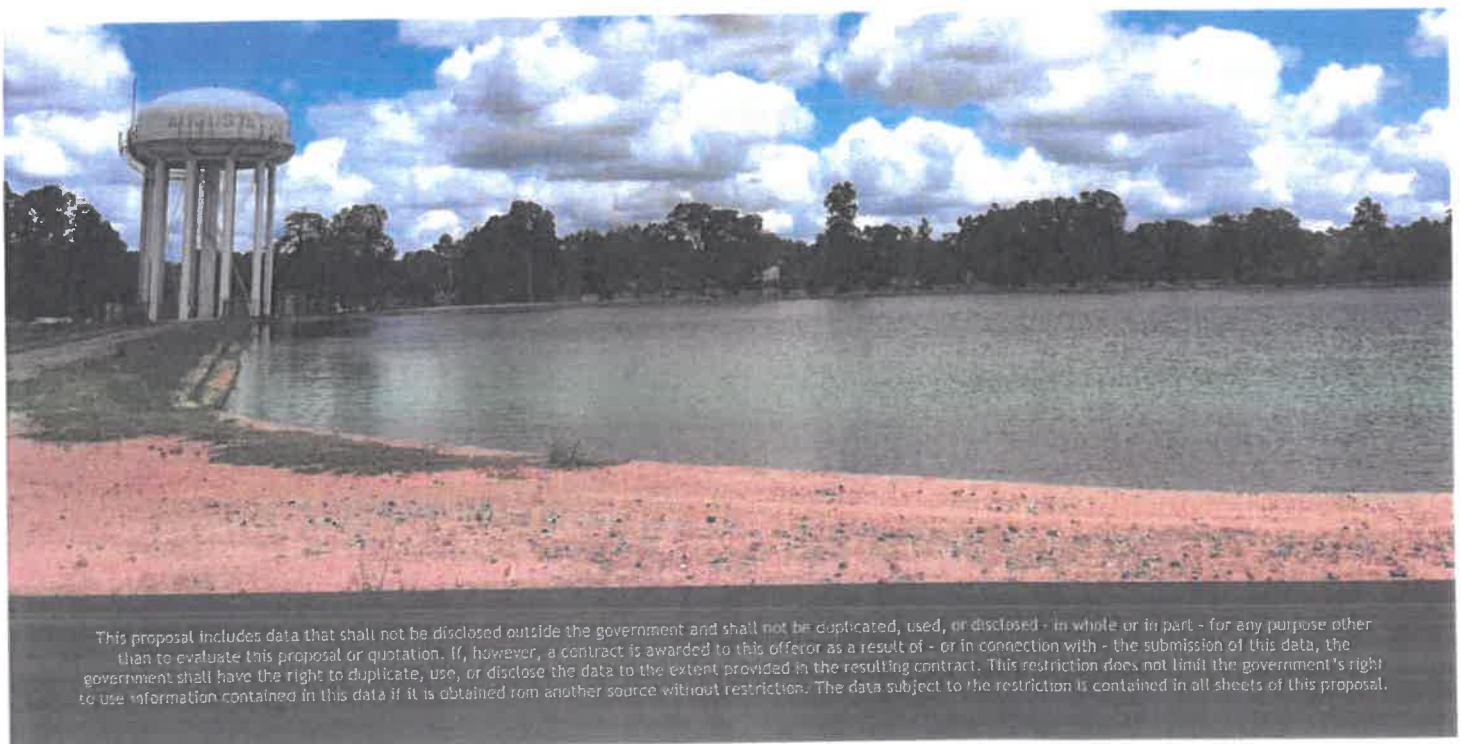
JANUS RESEARCH GROUP

Prepared by:

JANUS Research Group, LLC
600 Ponder Place Dr
Evans, GA 30809
Kelly Whitener, Sr. Director Contracts,
Procurement & Pricing
E: kelly.whitener@janusresearch.com
O: (706) 364-9100
M: (706) 755-0305

Prepared for:

Augusta Richmond County – Utilities Department
Utilities Director: Mr. Wes Byne ; WByne@augustaga.gov



This proposal includes data that shall not be disclosed outside the government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in all sheets of this proposal.

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JANUS Research Group, LLC
Augusta Richmond County ERT Large Scale Pilot
Submitted 14 MAY, 2024



GLOSSARY OF ACRONYMS AND ABBREVIATIONS

Term	Definition
AMI	Advanced Metering Infrastructure
ARC	Augusta Richmond County
AUD	Augusta Utilities Department
ERT	Encoder Receiver Transmitter
LIFEPO4	Lithium Iron Phosphate Battery
MCU	Microcontroller
OTA	Over the Air
RX	Receiver
TX	Transmitter

AUGUSTA RICHMOND COUNTY LARGE SCALE ERT PILOT PROGRAM

1 BACKGROUND

JANUS Research Group, LLC. is pleased to continue work on municipal water meter capture and data distribution. This project originated from a series of discussions held with the Augusta-Richmond County Utilities Director, Wes Byne and Dr. Oscar Flite III, the Stormwater Services Manager, Augusta Engineering Department. In these discussions, we identified several challenges that JANUS Research Group is uniquely suited to help solve. Through leveraging work done on several multi-year Georgia Environmental Protection Division research seed grants worked in conjunction with the Augusta Utilities department and tapping corporate knowledge suited for an advanced capabilities approach, we've provided a foundation of proven solutions to the remote sensing, distribution and collection of field data.

The first area of focus was associated with the gathering and transmission of municipal water consumption data from digital and analog residential meters. Roughly 70% of the 88,000 residential meters in Augusta-Richmond County being digital split roughly 50/50 between two types of meters, pulse counter and rotary encoder types. While commercial systems do exist for extending digital meters into the Automatic Meter Reading environment these systems are costly. These costs associated with the non-homogeneous set of fielded meters, coupled with the need to read analog meters warrants an investigatory project into the potential development of a local solution. Several of the JANUS development efforts for the GA EPD project involve AI/ML approaches to digitizing analog water meters using vision based techniques. Additionally the study of communications approaches and Automatic Meter Infrastructure architectural approaches was another area of research and development that would benefit an informed approach to solving the Augusta-Richmond County water meter reading challenge. Expanding the existing touch, or local communications gathering approach of the digital meters to a fully executed AMI system would change the cost profile of gathering meter data and fundamentally elevate the role of the Augusta-Richmond County Water Utilities staff. Based on JANUS' long track record of fielding large scale cloud based solutions to gather, manage and maintain large data sets, along with our background in secure, robust communications solutions for the U.S. Military and our allies, JANUS was well situated to perform these research areas as well. The need to examine the tradeoffs in power

▶▶ Prior Success

During our previous Phase I and Phase II project efforts, JANUS was able to meet or exceed all desired technical requirements. These included the clean room reverse engineering of data formats and payloads, research and development of data capture and transmission systems, power storage and delivery systems and the design and development of field ready units.



Figure 1 – Prototype Design

SOURCE SELECTION INFORMATION – See FAR 2.101 and 3.104

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
 Page 3

JANUS Research Group, LLC
 Augusta Richmond County ERT Large Scale Pilot
 Submitted 14 MAY, 2024



budget, communications reliability and cost was another aspect of this effort to determine the best, or best mix of solutions for large scale retrofit and deployment across the lifecycle of those devices.

During previous work on this project JANUS was able to achieve several of the future phase goals as identified in the previous project scope document. These additional out of scope items included the following achievements,

- Extended Weather Proofing Designs for multi-year deployments
- Extended Long term battery life design 5+ years
- Final Optimization for high volume production costs (PARTIALLY COMPLETED)

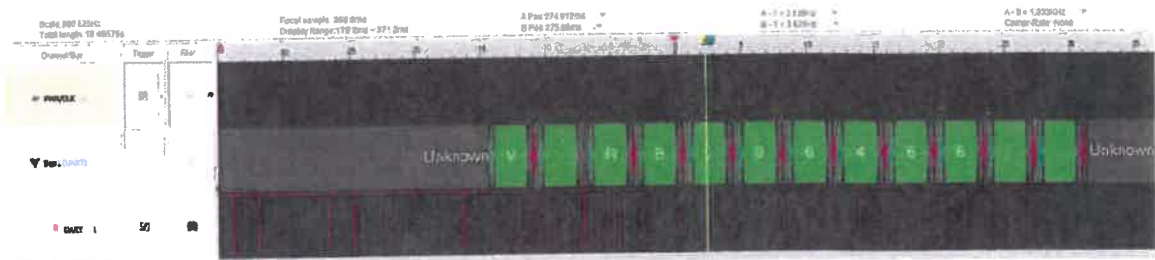


Figure 2 – Decoded Water Meter Signal

The primary component of this work is the Encoder Reader Transmitter (ERT). The ERT is a wireless communication device designed to read residential water meters remotely. The ERT is equipped with the following components:

- **Micro Processing Unit (MCU):** A small computer chip that processes data from the water meter and communicates it to the LoRa transmitter/receiver.
- **Power Management Circuitry:** Circuitry designed to manage the flow of power and the condition of the battery.
- **LoRa Transmitter/Receiver (TX/RX):** A wireless communication module that uses Long-Range (LoRa) technology to transmit and receive data between the ERT and the LoRa base station. This component enables the ERT to send meter readings wirelessly to the LoRa base station, which is connected to a central server.
- **LiFEPO4 Battery:** A rechargeable lithium iron phosphate battery that powers the ERT for extended periods of time. The battery provides reliable and sustainable power to the device, ensuring continuous operation without interruption.

The ERT's MCU component reads data from the residential water meter, which is typically installed at the customer's premises. The MCU processes this data and sends it to the LoRa transmitter/receiver, which then transmits the information wirelessly to the LoRa base station. The LoRa base station receives the data and forwards it to a central server for processing and analysis.

The ERT's compact design and low power consumption make it an ideal solution for residential water meter reading applications. Its wireless communication capabilities enable efficient and

cost-effective monitoring of water usage, allowing utility companies to better manage their resources and provide accurate billing information to customers.

2 OBJECTIVES

The ultimate goal of this project is to deploy a large-scale LoRa-based smart grid solution that provides reliable, efficient, and secure data transmission for Augusta Richmond County's municipal water metering monitoring needs. By starting with a small pilot fielding and gradually expanding to larger numbers of units, we can validate the technology's capabilities and ensure a smooth transition to wide-scale deployment.

This effort is broken into two primary parts. The initial effort is oriented around setting up a LoRa base station with cellular backhaul, installing ERTs, testing the send/receive functionality, and integrating the data into our existing database system. In the near term, we plan to conduct fielding with 20 units to validate the installation, configuration, and operation of the ERTs and LoRa backhaul components. This will involve setting up a small-scale pilot project to test the system's capabilities and identify any potential issues or areas for improvement prior to fielding additional units. This near-term effort is expected to be completed rapidly, within several months of the start of the period of performance.

We will also evaluate long-term performance, secure unit authentication, and implement OTA updates. This will commence once the initial fielding is complete. We anticipate developing an additional units for AUD installation, continuing on the success of the pilot project and giving us the numbers to validate large scale rollout potential. This expansion will require further configuration, and testing of the ERTs and LoRa base station to ensure seamless integration with the existing system.

3 SCOPE OF WORK

3.1 Period of Performance

The period of performance for this project is six (6) months from project commencement. The project will be divided into two phases, with regular reporting to ensure progress and address any issues that may arise. The first phase will run approximately two (2) months and will involve a joint coordinated effort to field West Augusta, or National Hills to run a street level scale test with 30 total units. During this phase JANUS will: Verify operations after hardware is installed by Richmond County, and test send and receive functionality

The second phase or approximately four (4) months will expand the number of test units and roll out a larger neighborhood scale test for range and installation parameters. Additionally during the second phase work will be done to refine the fielded units, research and present proposals for enhancements and improve the backend data store and dashboard software. During this phase JANUS will: Verify operations after hardware is installed by Richmond County, and test send and receive functionality. Perform data reception evaluation, database integration, antenna design, gateway source selection, dashboard and data visualization, and reporting.

3.2 Phase 1: Near Term Development and Fielding (2 Months)

As outlined above, this project will be broken into two phases. The first work scope segment will span approximately two (2) months and include the following work scope items,

3.2.1 Base Station Installation

- Install one LoRa base station with backhaul capabilities (cellular networks via gateways and fiber connection as needed) in West Augusta or RWPS/National Hills.
- Hardware installation: AUGUSTA RICHMOND COUNTY UTILITIES DEPARTMENT
- Verification of operation: JANUS

3.2.2 ERT Installation

- Replace 10 manual read meters or radio read devices with new ERTs (Electricity Read Technologies).
- Install and configure the ERTs: AUGUSTA RICHMOND COUNTY UTILITIES DEPARTMENT and JANUS

3.2.3 ERT Assembly and Range Testing

- JANUS will build 10 additional ERT units to test reliable range (street scale).
- JANUS will use two mobile units for drive based range testing: JANUS

3.2.4 Send/Receive Testing

- Test send/receive functionality, including antennas and batteries.
- Send hourly data for the first two weeks: AUGUSTA RICHMOND COUNTY UTILITIES DEPARTMENT and JANUS. This is intended to test transmission reliability and battery performance.

3.2.5 Data Reception and Evaluation

- Receive 4x/day data and evaluate long-term performance.
- Determine if reprogramming is required or if settings can be sent manually: AUGUSTA RICHMOND COUNTY UTILITIES DEPARTMENT and JANUS

3.2.6 Database Integration

- Set up a virtual environment for database integration and meter reader data exportation (manually)
- Login with authentication, using VPN/RDP or replicating the database to a public-facing hourly instance: JANUS

3.3 Phase 2: Mid-Term Development and Fielding (4 Months)

The mid term fielding will commence once the initial 2 month fielding has been completed. It is expected to take up to four months to complete the tasks identified in the mid-term fielding. This fielding is intended to test the scale and scope of one to two large neighborhoods within Richmond County. Specific testing and debugging will be made for network collision and congestion as well as large scale reliability figures. Several time phased changes to transmission

rate will be made to obtain experimental figures from which extrapolations of county wide performance can be made. The following work scope items are included in this segment,

3.3.1 Additional Base Station Installation

- Install up to 4 additional LoRa base stations with dual-backhaul capabilities in West Augusta and RWPS/National Hills.
- Procurement and Hardware installation: AUGUSTA RICHMOND COUNTY UTILITIES DEPARTMENT
- Verification of operation: JANUS

3.3.2 ERT Installation

- Replace remaining manual read meters or radio read devices with new ERTs.
- Install and configure the ERTs: AUGUSTA RICHMOND COUNTY UTILITIES DEPARTMENT

3.3.3 Range Testing

- Expand range testing to cover a larger area (multiple large neighborhood scale).
- Use multiple mobile units for drive testing: JANUS

3.3.4 Send/Receive Testing

- Continue send/receive functionality testing, including antennas and batteries.
- Send hourly data for the first six weeks: AUGUSTA RICHMOND COUNTY UTILITIES DEPARTMENT and JANUS

3.3.5 Data Reception and Evaluation

- Initially receive 24x a day (hourly) data reception during first two weeks of deployment with reduced frequency to 8x/day for an additional two weeks followed by 4x a day after that. This is intended to test transmission congestion and help with debugging transmissions.
- Evaluate long-term performance and identify areas for improvement.

3.3.6 Database Integration

- Integrate data from multiple LoRa base stations into a single database instance.
- Implement authentication and authorization protocols: JANUS

3.3.7 Antenna Design

- Design and test custom antennas for optimal signal reception and transmission.
- Conduct antenna placement testing to ensure maximum coverage: AUGUSTA RICHMOND COUNTY UTILITIES DEPARTMENT

3.3.8 Gateway Source Selection

- Research and select suitable gateways for cellular backhaul.
- Configure gateways for seamless integration with LoRa base stations: JANUS

3.3.9 Dashboard and Data Visualization

- Develop visualizations for review, use and comment by ARC Subject Matter Experts
 - Individual meter consumption over time
 - Consumption on a per road basis
 - Deviation from norm views
 - Management of fielded unit operational status

3.4 Reporting

The following reports will be provided during the period of performance,

3.4.1 Weekly Progress Reports

- Provide weekly status updates on project progress, including installation, testing, and configuration of ERTs and LoRa base stations. Transmitted via email.

3.4.2 Monthly Status Reports

- Deliver monthly reports summarizing project milestones, achievements, and challenges.

3.4.3 Bi-Monthly Review Meetings

- Schedule bi-monthly (once every two months) review meetings with stakeholders to discuss project progress, address concerns, and set new goals.

3.4.4 Evaluations Reports

- Evaluation Reports as specified in the deliverables table. These reports will include an Evaluation of FSK/Spread Spectrum Approaches, Evaluation of Secure unit authentication and management plan and an Evaluation of OTA updates and end to end encryption plan.

3.4.5 Final Report

- Prepare a comprehensive final report detailing the project's outcomes, lessons learned, and recommendations for future improvements.

3.5 Deliverables

The following table outlines the deliverables that are included with this proposal,

Deliverable Item	Quantity / Rate	Description
LoRa Base Station	1	A LoRa base station with relay capability to Internet (cellular or NW)
Developmental ERTs	20	Fielded ERT for street level testing (manufacture of 10 additional units)
Range Testing Report	2	One report per phase to determine anticipated range from basestation. These tests will be conducted from mobile units
Transmission Reliability Test Report	2	One report per phase to determine transmission reliability - Send/receive testing results, including hourly data for the first two weeks.
Database Schema	1	Published, Integrated database schema with ERT/register/meter numbers, address, account number, premise number, service/maintenance date.

SOURCE SELECTION INFORMATION – See FAR 2.101 and 3.104
 Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
 Page 8

JANUS Research Group, LLC
 Augusta Richmond County ERT Large Scale Pilot
 Submitted 14 MAY, 2024



Developmental ERTs	30	Ready to Field ERT for neighborhood testing
Data Visualization Report	1	Data visualization reports for usage by account by road prior to end of contract.
Daily meter readings	Daily	Daily meter read reports transmitted from system for billing import
FSK/Spread Spectrum Evaluation Report	1	An evaluation and implementation plan for enhancing fielded unit communications reliability
Secure Unit Authentication Method Evaluation Report	1	An evaluation and implementation plan for enhancing communications security
OTA update Evaluation Report	1	An evaluation and implementation plan for providing Over the Air (OTA) updates to fielded units and encrypting these transmissions.
Final Report	1	A summarizing report of all activities, research and findings

Table 2 – Deliverables Table

3.6 COST

The following table provides a summary of the estimated costs for this project, broken down by Contract Line Item (CLIN):

CLIN	Task	Cost
0001	INITIAL NEAR TERM DEVELOPMENT AND DEPLOYMENT (2 MONTHS – 10 Units Add'l)	\$ 71,591.35
0002	MID-TERM DEVELOPMENT AND DEPLOYMENT (4 ADD'L MONTHS – 30 Units)	\$ 385,748.04
	TOTAL	\$ 457,339.39

Assumptions:

- Material costs are based on buildups from quotes received from reputable suppliers as of the date of submission of this proposal. If material costs at time of purchase are greater than quoted costs, Augusta Richmond County will be responsible for any additional costs.
- The project will be completed within the estimated overall Period of Performance timeframe of six months.
- The ERT devices will operate within the specified environmental conditions.

Exclusions:

- Warranty or maintenance services after the period of performance are not included.
- Travel and accommodation expenses for project team members are not included in the cost summary.
- Any additional costs incurred due to unforeseen circumstances or changes in the project scope will be billed separately.

SOURCE SELECTION INFORMATION – See FAR 2.101 and 3.104

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
 Page 9



Commission Meeting

Meeting Date: June 20, 2024

CAPTAINS CORNER, PHASE I, SUBDIVISION DEDICATION

FILE REFERENCE: 21-005(A)3

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the deed of dedications, maintenance agreements, and road resolutions submitted by the Engineering Department and the Augusta Utilities Department for Captains Corner, Phase I.
Background:	<p>The final plat for Captains Corner, Phase I, was approved by the Commission on June 21, 2022 . The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.</p> <p>The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.</p>
Analysis:	<p>This section meets all codes, ordinances and standards. Portions of this subdivision lie within the 100-year flood plain and wetlands, which are noted on the final plat.</p> <p>Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.</p>
Financial Impact:	<p>By accepting these roads and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the road and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.</p> <p>By acceptance of the utility deed and maintenance agreement, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.</p>
Alternatives:	<ol style="list-style-type: none"> 1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Captains Corner, Phase I. 2. Do not approve and risk litigation
Recommendation:	Approve Alternative Number One.

**Funds are available in N/A
the following accounts:**

**REVIEWED AND HM/DH
APPROVED BY:**

ENGINEERING DEPARTMENT

Hameed Malik, PhD., PE, Director

Plan & Review Section Manager

Richard A. Holliday, Sr. Lead Design Engineer

MEMORANDUM

To: Hameed Malik, P.E., PhD
Director of Engineering

Through: Brett Parsons, Principal Engineer Land Development *BP*

From: Richard A. Holliday, Lead Design Engineer *RAH*

Date: March 5, 2024

Subject: Certificate of Completion
Dedication of Captains Corner, Phase 1
File reference: 21-005(A3)

A final inspection has been conducted on the above referenced development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on May 16, 2023. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

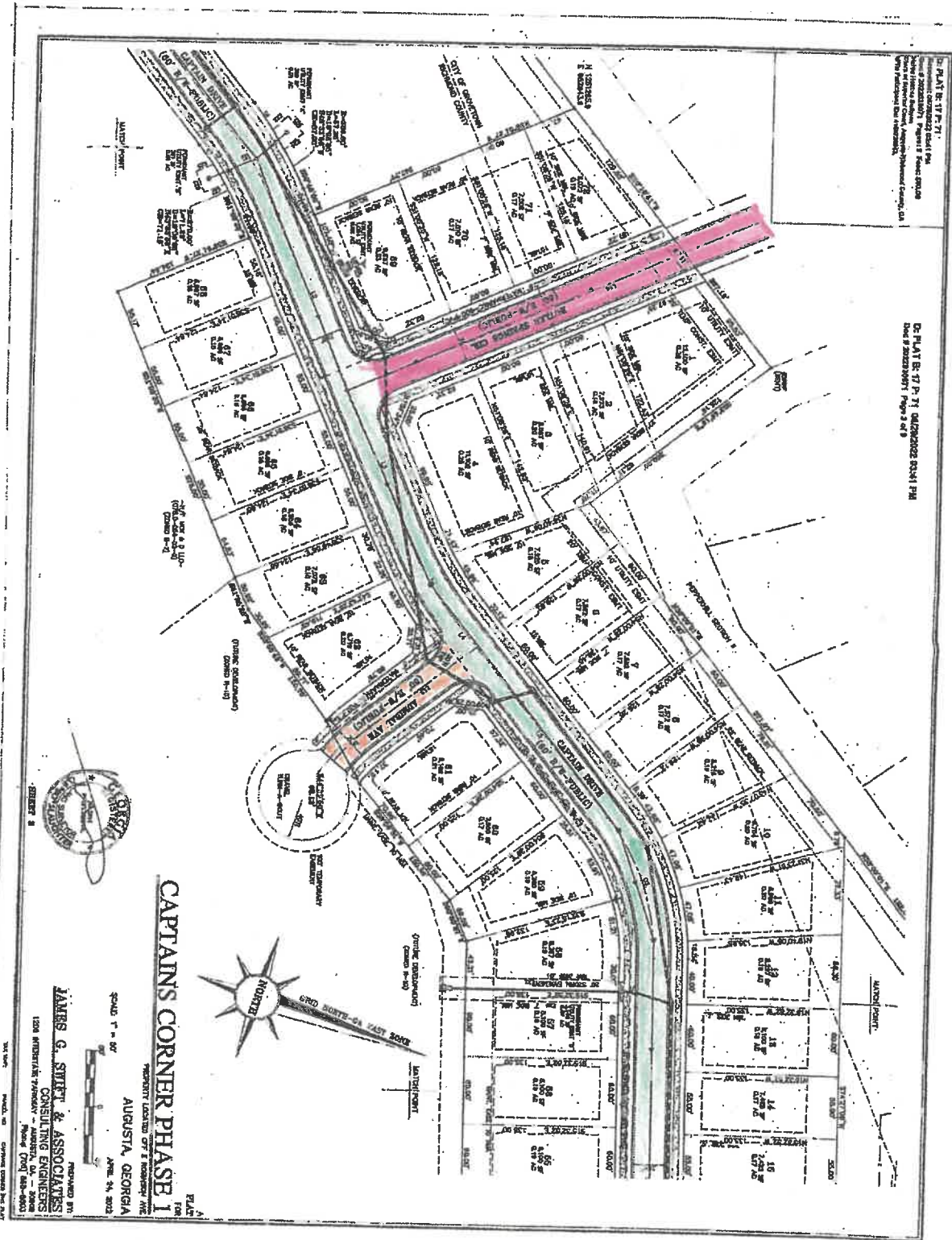
RAH

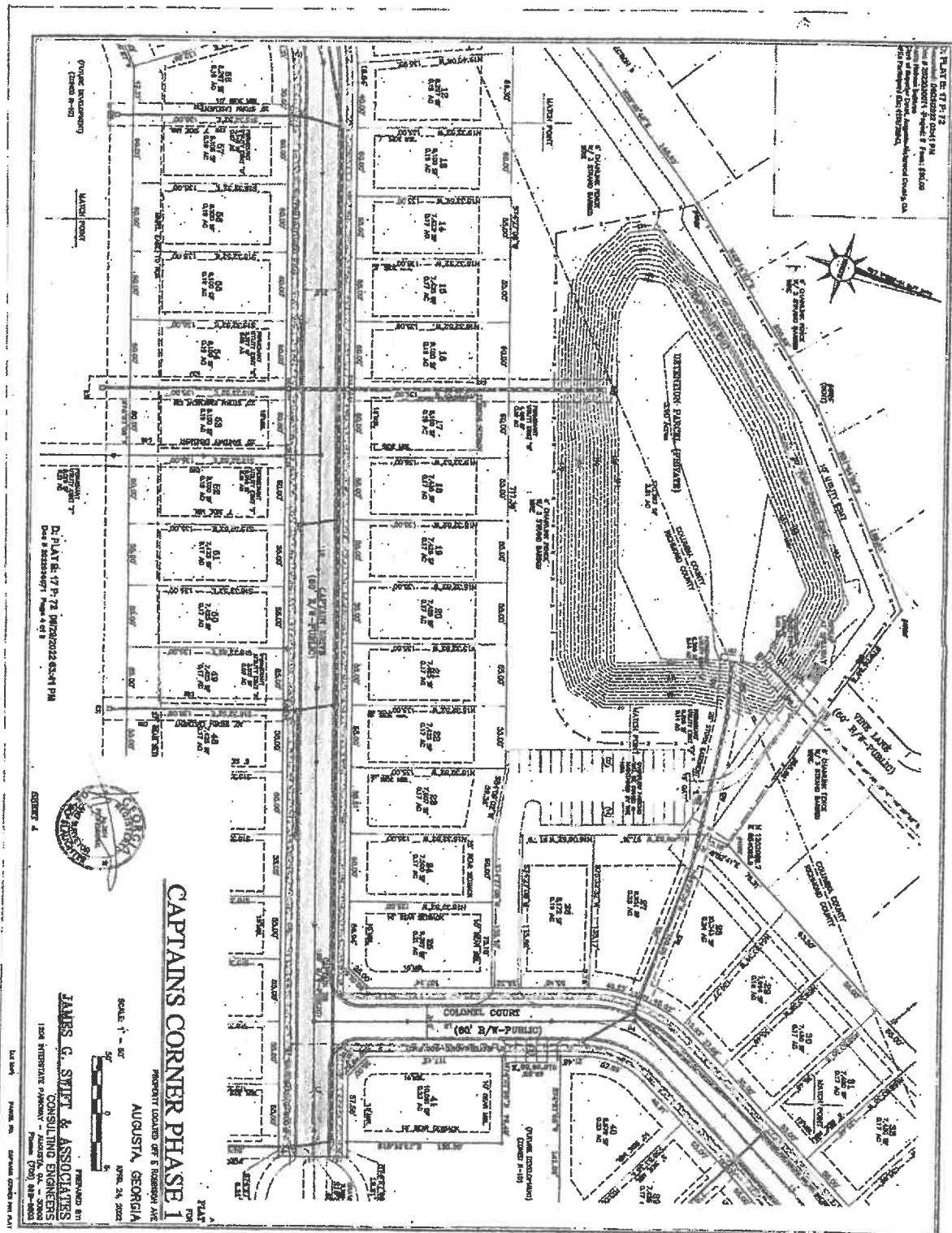
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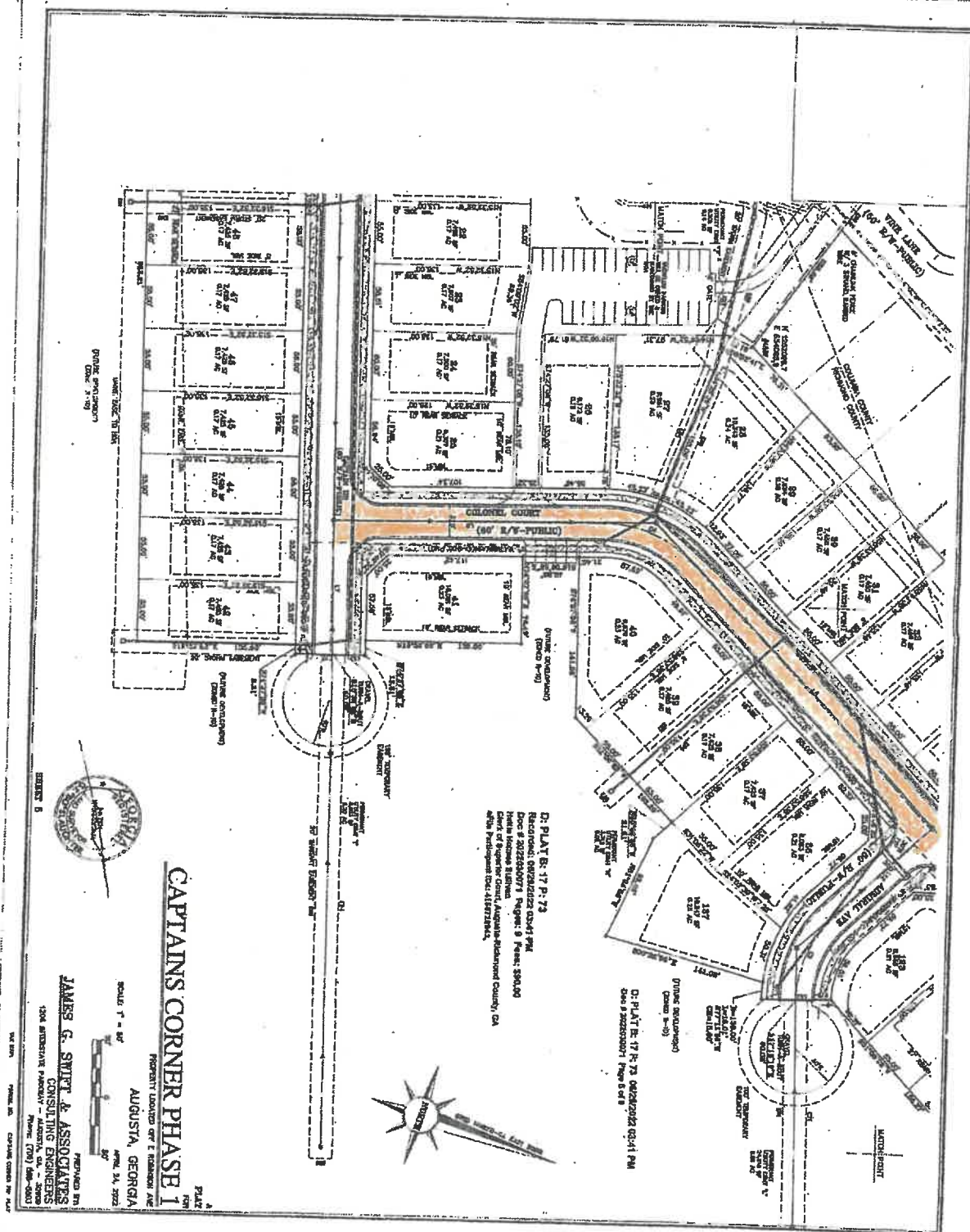
cc: Walt Corbin, P.E., Engineering Manager *WNC*
Carla Delaney, Interim Director of Planning and Development
Kevin Boyd, Development Services Manager
File

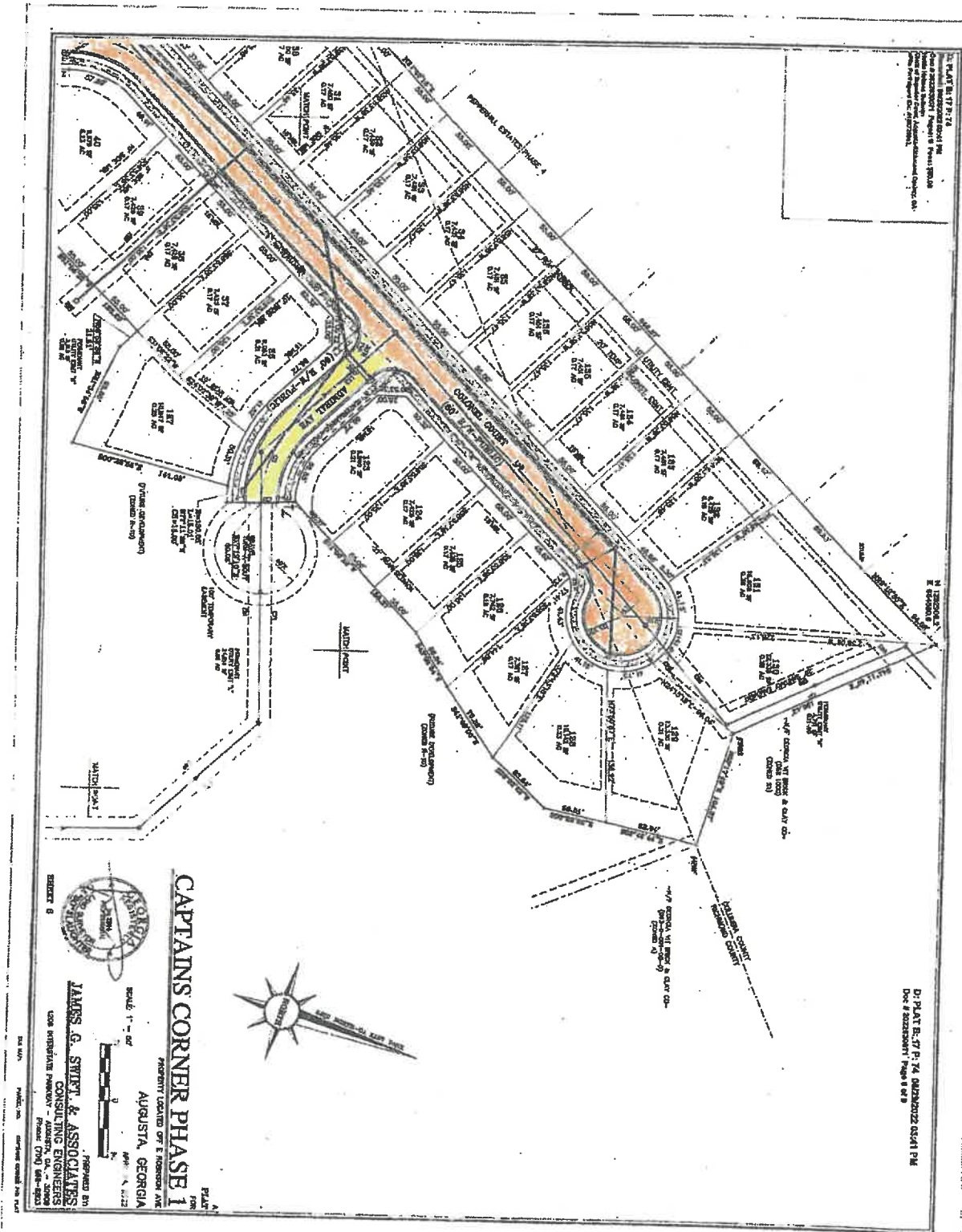
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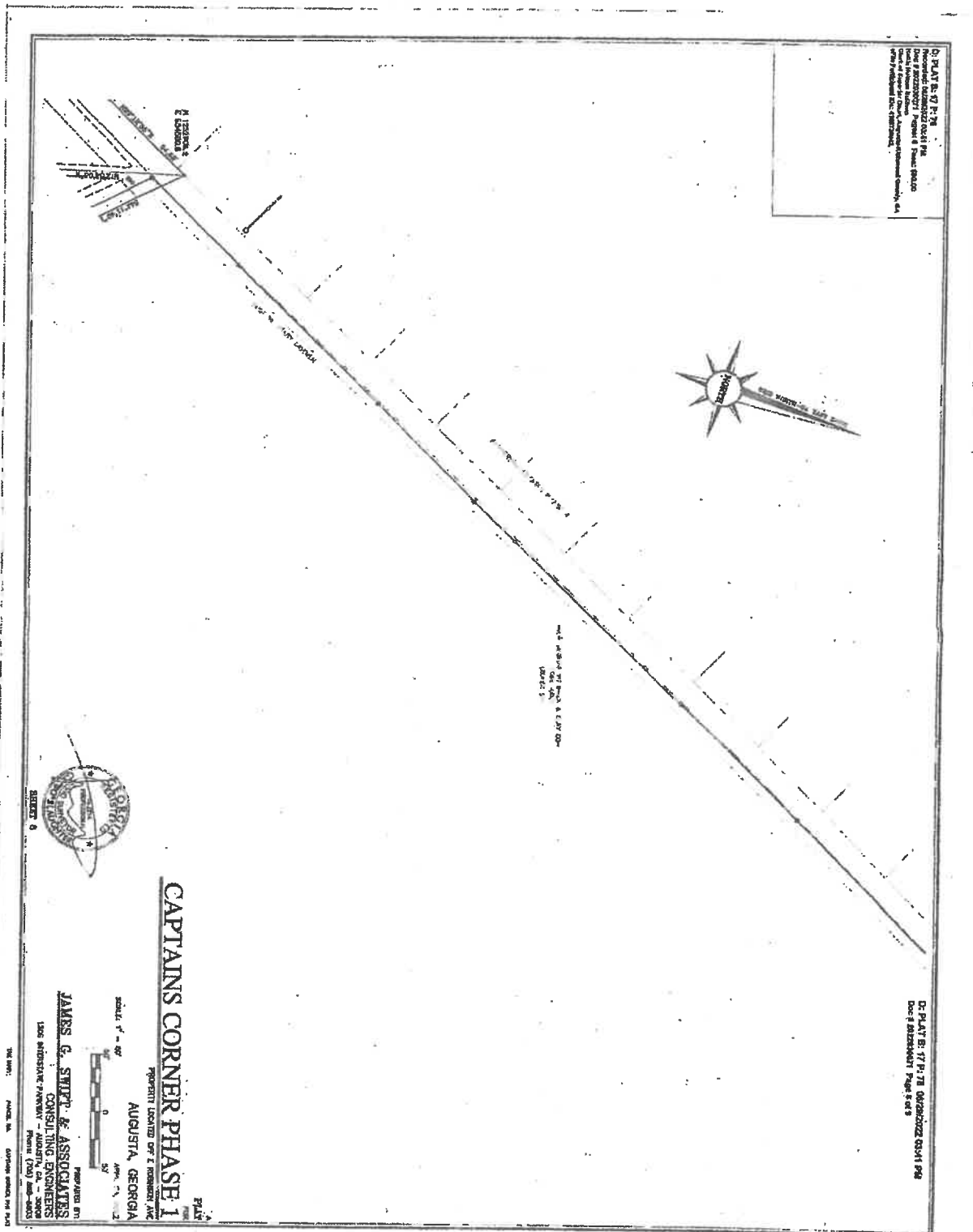












Return To:
 Augusta Engineering
 Survey Section
 452 Walker Street, Suite
 Augusta, Georgia 30901

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

DEED OF DEDICATION
 Captains Corner, Phase 1
 Roads and Storm System

THIS INDENTURE, made and entered into this ____ day of _____, 20__, by and between **Jen-PCS**, a Georgia limited liability company, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

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 owner of certain lots within the Subdivision, as evidenced by that certain Limited Warranty Deed dated March 9, 2023, and recorded in Deed Book 1878, Pages 739-742, aforesaid Records; and that certain Limited Warranty Deed dated August 31, 2022, and recorded in Deed Book 1858, Pages 683-686, aforesaid Records; and

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to the storm sewerage system as the same are now located within deeded 60' R/W and existing as shown and delineated on a plat of CAPTAINS CORNER, PHASE 1 as prepared by James G. Swift & Associates, Consulting Engineers, dated April 24, 2022, as recorded in the Office of the Clerk of Superior

Court of Richmond County, Georgia, in Plat Book 17, Pages 69-77; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewerage system.

TOGETHER WITH:

All that lot or parcel of land shown and designated as "CAPTAINS CORNER, PHASE 1 - Captain Drive, Admiral Avenue, Butler Spring Circle and Colonial Court 60' R/W; on that plat of CAPTAINS CORNER, PHASE 1, as prepared by James G. Swift & Associates, Consulting Engineers, dated April 24, 2022, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 17, Pages 69-77, reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.

TO HAVE AND TO HOLD SAID roads and easements together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

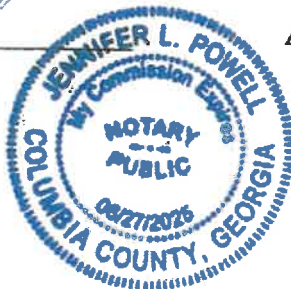
IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED

Jen-PCS, LLC in our presence:

Witness

[Signature]
Notary Public, Georgia
(SEAL)



By: *[Signature]* (Seal)

As its: *[Signature]* Managing Member

Janessa Mahoney
 Witness

D.R. Horton, INC.

By: Sheryl Maher

Cynthia Colleen Mussell
 Notary Public

SHARYL MAHER

Printed Name

As Its: CFO - VICE PRESIDENT

State of Georgia, County of Rockdale

Attest: John C. Jashinsky

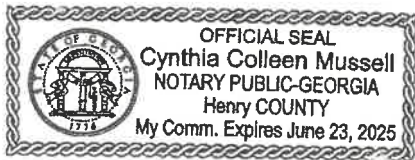
My Commission Expires 6/23/25

JOHN C. JASHINSKY

Printed Name

As Its: VICE PRESIDENT

(Notary Seal)



Return To:
 Augusta Engineering
 Survey Section
 452 Walker Street, Suite
 Augusta, Georgia 30901

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT
(Roads and Storm Drainage)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between **Jen-PCS**, hereinafter referred to as "Developer," and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept certain roads, storm drains and appurtenances for Captain Drive (60' R/W), Admiral Avenue (60' R/W), Butler Spring Circle (60' R/W) and Colonial Court (60' R/W), as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously

incurred by Developer and the mutual agreements hereinafter set out, **IT IS AGREED** that:

(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, respectfully described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

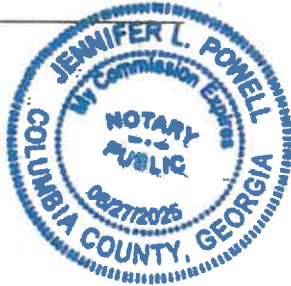
IN WITNESS WHEREOF, Developer has hereunto set his hand and seal, and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIGNED, SEALED AND DELIVERED
in our presence:

[Signature]

(Seal)
Witness

[Signature]
Notary Public, Georgia
(SEAL)



Jen-PCS, LLC

By: [Signature]

As its: Managing Member

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____

Garnett L. Johnson
As Its Mayor

Attest: _____

Lean Bonner
As Its Clerk of Commission

(SEAL)

Please return to:
 Walt Corbin, Engineering Services Mgr.
 Augusta Engineering & Enviro. Services
 452 Walker Street Ste. 110
 Augusta, GA 30901

SUBDIVISION: CAPTAINS CORNER, PHASE 1

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Captain Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Captain Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Captain Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at Centerline of East Robinson Avenue

Extending NE approx. 2406.48' to the End

- (b) Length of road to nearest 1/100th mile:

0.46 mile

- (c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED BY:

AUGUSTA, GEORGIA .

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

Please return to:
 Walt Corbin, Engineering Services Mgr.
 Augusta Engineering & Enviro. Services
 452 Walker Street Ste. 110
 Augusta, GA 30901

SUBDIVISION: CAPTAINS CORNER, PHASE 1

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Colonel Court is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Colonel Court a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Colonel Court is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at Centerline of Captain Drive

Extending NW then NE approx. 955.26' to and including the Cul-De-Sac

- (b) Length of road to nearest 1/100th mile:

0.18 mile

- (c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

Please return to:
 Walt Corbin, Engineering Services Mgr.
 Augusta Engineering & Enviro. Services
 452 Walker Street Ste. 110
 Augusta, GA 30901

SUBDIVISION: CAPTAINS CORNER, PHASE 1

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Admiral Avenue is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Admiral Avenue a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Admiral Avenue is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
 Beginning at Centerline of Captain Drive
 Extending SE approx. 162.35' to End
- (b) Length of road to nearest 1/100th mile:
0.03 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

Please return to:
 Walt Corbin, Engineering Services Mgr.
 Augusta Engineering & Enviro. Services
 452 Walker Street Ste. 110
 Augusta, GA 30901

SUBDIVISION: CAPTAINS CORNER, PHASE 1

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Admiral Avenue is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Admiral Avenue a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Admiral Avenue is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
 Beginning at Centerline of Colonel Court
 Extending SE approx. 196.25' to End
- (b) Length of road to nearest 1/100th mile:
0.04 mile
- (c) Width & type of road surface:
31 feet from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

Please return to:
 Walt Corbin, Engineering Services Mgr.
 Augusta Engineering & Enviro. Services
 452 Walker Street Ste. 110
 Augusta, GA 30901 Augusta, GA 3090

SUBDIVISION: CAPTAINS CORNER, PHASE 1

RESOLUTION ADDING ROAD TO THE
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Butler Springs Circle is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Butler Springs Circle a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Butler Springs Circle is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:
 Beginning at Centerline of Captain Drive
 Extending NW approx. 319.23'

(b) Length of road to nearest 1/100th mile:
0.06 mile

(c) Width & type of road surface:
31 feet from back of curb to back of curb:
 Type E asphalt

(d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution

to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____
Garnett L. Johnson
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

STATE OF GEORGIA

COUNTY OF RICHMOND

**EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
CAPTAINS CORNER, PHASE I**

WHEREAS, **JEN-PCS, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as “JEN-PCS”, owns a tract of land in Augusta, Georgia, located on the north side of Gordon Highway, on Captain Drive, which is off of East Robinson Avenue, and JEN-PCS has developed a residential subdivision known as Captains Corner, Phase I, (the “Subdivision”) as shown on that certain plat of Captains Corner, Phase I prepared by James G. Swift & Associates, dated April 24, 2022, approved by the Augusta-Richmond County Planning Commission on June 6, 2022, by the Augusta Commission on June 21, 2022, and recorded on June 29, 2022, in Plat Book 17, Pages 69-77, in the office of the Clerk of the Superior Court of Richmond County, Georgia, (the “Plat”). Reference is hereby made to the Plat for a more complete and accurate description as to the land herein described; 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 owner of certain lots within the Subdivision and as a beneficiary of certain rights to an offsite sanitary sewer easement, as evidenced by (i) that certain Limited Warranty Deed dated March 9, 2023, and recorded in Deed Book 1878, Pages 739-742, aforesaid Records; and (ii) that certain Limited Warranty Deed dated August 31, 2022, and recorded in Deed Book 1858, Pages 683-686, aforesaid Records; and

WHEREAS, as shown and depicted on the Plat, the Subdivision has been developed with a water distribution system and gravity sanitary sewerage system; and

WHEREAS, it is the desire of JEN-PCS and HORTON to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, a political subdivision established under the laws of the State of Georgia, (hereinafter known as “AUGUSTA”), acting by and through the Augusta Commission, for maintenance and control; 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, JEN-PCS 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;

NOW, THEREFORE, this indenture is made this _____ day of _____ 2024, between JEN-PCS and HORTON, as Grantor and AUGUSTA, as Grantee:

WITNESSETH:

THAT JEN-PCS, its successors, assigns and legal representatives, and HORTON, its successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), 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, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors, assigns and legal representatives, the following, to-wit:

Exclusive twenty-foot (20') easement(s) (unless otherwise noted), in perpetuity, centered over the water distribution system and gravity sanitary sewerage system, which is not within the rights-of-way of said subdivision, as shown on the aforementioned plat.

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

JEN-PCS and HORTON do further grant, bargain, sell and confirm, unto AUGUSTA, any and all rights, or interest, they have arising under (i) that certain Non-Exclusive Perpetual Construction, Maintenance, Use, Ingress and Egress Easement for Sanitary Sewer from Georgia Vitrified Brick & Clay Co., a Georgia limited partnership, to MCK&D, LLC, a Georgia limited liability company, dated March 7, 2018, recorded March 22, 2018, recorded in Deed Book 11361, Page 113, Clerk of Superior Court of Columbia County, Georgia; and (ii) that certain Sewer Easement from Georgia Vitrified Brick & Clay Co., LLLP, Georgia limited

liability limited partnership to City of Grovetown, Georgia, A Georgia municipal corporation, date August 13, 2019, recorded September 9, 2019 in Deed Book 12144, Page 29, aforesaid records; as corrected by that certain Corrective Sewer Easement from Georgia Vittrified Brick & Clay Co., LLLP, a Georgia limited liability limited partnership company, to City of Grovetown, Georgia, A Georgia municipal corporation and MCK&D, LLC, a Georgia limited liability company, dated December 4, 2019, recorded December 23, 2019 in Deed Book 12321, Page 39 aforesaid records.

JEN-PCS and HORTON also grant AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easements, along with the non-exclusive right of ingress and egress to and from said permanent easements for this purpose.

JEN-PCS and HORTON further 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 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.

IN WITNESS WHEREOF, JEN-PCS and HORTON have hereunto set their hands and affixed their seals the day and year first above written.

JEN-PCS, LLC

By: 

Ronald Powell

As Its: President and Owner


Witness


Notary Public

State of Georgia, County of Richmond

My Commission Expires: July 13, 2026



(Signatures continued on next page.)

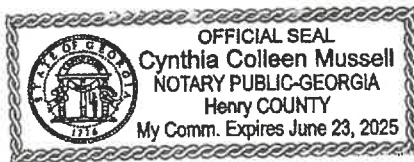
Sarah Houghton
 Witness

Cynthia Colleen Mussell
 Notary Public

State of Georgia, County of Henry

My Commission Expires 6/23/25

(Notary Seal)



D. R. HORTON, INC.,
 a Delaware corporation

By: Shamyl Maher
 Shamyl Maher

As Its: Vice-President

Attest:

Printed Name: James C. Jasnowsky

As Its: VICE PRESIDENT



(Corporate Seal)

(Signatures continued on next page.)

Please return to:
 Walt Corbin, Engineering Services Mgr.
 Augusta Engineering & Enviro. Services
 452 Walker Street Ste. 110
 Augusta, GA 30901

**STATE OF GEORGIA
 COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT
CAPTAINS CORNER, PHASE 1
 Water Distribution System and Gravity Sanitary Sewer System

THIS AGREEMENT, entered into this ____ day of _____, 2024, by and between **JEN-PCS, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as "DEVELOPER", and **AUGUSTA, GEORGIA**, a political subdivision established under the laws of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the "AUGUSTA":

WITNESSETH

WHEREAS, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the subdivision known as CAPTAINS CORNER, PHASE I, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, AUGUSTA has adopted a policy requiring the DEVELOPER, maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen months;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the DEVELOPER and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) AUGUSTA accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(2) DEVELOPER agrees to maintain all the installations laid or installed in said subdivisions 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) DEVELOPER agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivisions described in the Deed due to failure or poor workmanship, DEVELOPER shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, AUGUSTA shall notify DEVELOPER and set forth in writing the items in need of repair. DEVELOPER 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, DEVELOPER 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 DEVELOPER'S expense and allow DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(6) In the event DEVELOPER fails to 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 DEVELOPER 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.

(7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(8) In this Agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.

(9) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

IN WITNESS WHEREOF, DEVELOPER 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:

Rachel A. [Signature]
Witness

JEN-PCS, LLC

By: *Ronald Powell [Signature]*
Ronald Powell

As Its: President and Owner

Sherry Lynn Glenville [Signature]
Notary Public

State of Georgia, County of Columbia

My Commission Expires: 12/28/26



ACCEPTED BY:

AUGUSTA, GEORGIA

Witness

By: _____

Garnett L. Johnson
As Its Mayor

Notary Public

State of Georgia, County of _____

Attest: _____

Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

Notary Seal



Meeting Name

Meeting Date: 06/11/2024

Engineering Consultant Services for Augusta, Georgia – Utilities Department

Department:	Utilities Department
Presenter:	Wes Byne, Director
Caption:	Approve RFQ #24-132 Selection of Engineering Firms for the Engineering Consultants Roster. Award will be for five (5) years, based upon continued satisfactory performance by the firms.
Background:	The intent of this solicitation is to establish a roster of qualified Engineering Firms in six categories from which Augusta Utilities will solicit proposals for future engineering design work.
Analysis:	Augusta Utilities Department has evaluated all proposals submitted and developed the attached roster of engineering firms for the six categories of engineering work.
Financial Impact:	No funding is being approved currently. Augusta Utilities will provide funding sources as projects are awarded to individual Engineering Firms at a later date.
Alternatives:	Rejection of the RFQ Engineering Firm Roster Selection. This would delay the Utility Departments ability to execute the design of projects throughout Augusta-Richmond County.
Recommendation:	Recommend Approval of RFQ #24-132 and the selected Engineering Consultant Roster.
Funds are available in the following accounts:	No funding is being approved at this time. Augusta Utilities will provide funding sources as projects are awarded to individual Engineering Firms at a later date.
<u>REVIEWED AND APPROVED BY:</u>	N/A

Request for Qualifications

Request for Qualifications will be received at this office until **Tuesday, April 30, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: 848 5421 1702; Passcode: 24132 for furnishing:

RFQ Item #24-132 Engineering Consulting Services for Augusta, GA – Utilities Department

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

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

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

Pre-Qualification Conference will be held on Monday, April 15, 2024 @ 3:00 p.m. via Zoom Meeting ID: 815 6873 1698; Passcode: 24132.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, April 16, 2024 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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


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


GERI A. SAMS, Procurement Director


Publish:


Augusta Chronicle March 21, 28, 2024 and April 4, 11, 2024
Metro Courier March 21, 2024

Revised: 3/22/21

			Speciality Discipline: #1 Water Distribution System and Wastewater Collection System Analysis and Design for the Augusta, GA – Utilities Department Evaluation Meeting: Thursday, May 16, 2024 @ 11:00 a.m.										Page 1 of 2													
Vendors			A & S Engineering 1100 Sumter Landing Circle Evans, GA 30809		Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901		Benesch 1005 Broad Street, Suite 200 Augusta, GA 30901		Infrastructure Systems Management, LLC 1557 Broad Street Augusta, GA 30904		CHA Consulting, Inc. 3 Winners Circle Albany, NY12205		Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901		Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303		HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309		Johnson, Laschober & Associates, PC 1296 Broad Street Augusta, GA 30901		Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road Ste 350 Peactree Corners, GA 30092		W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901		Geosyntec Consultants 1255 Roberts Blvd NW Suite 200 Kennesaw, GA 30144	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)																							
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)																						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS			
2. Qualifications & Experience		(0-5)	15	4.5	5.0	5.0	5.0	4.5	5.0	4.5	4.5	4.5	5.0	4.5	5.0	4.5	5.0	4.5	5.0	4.5	5.0	4.5				
3. Organization & Approach		(0-5)	15	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0				
4. Scope of Services • Understanding of the scope of work for the Specific Catagories chosen on page 1 of Appendix A. • Project Experience in reference to the Specific Catagories chosen on page 1 of Appendix A. • Experience with Specific Catagories chosed on page 1 of Appendix A to include knowledge of Augusta Systems.		(0-5)	35	4.8	5.0	5.0	5.0	4.8	5.0	4.8	5.0	4.8	5.0	4.8	5.0	4.8	5.0	4.8	5.0	4.8	5.0	4.8				
5. Reference		(0-5)	10	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0				
6. Financial statements		(0-5)	10	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0				
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)				24.3	25.0	25.0	25.0	24.3	25.0	24.3	24.5	25.0	24.5	25.0	24.5	25.0	24.3									
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																										
7. Presentation by Team		(0-5)	10																	5	5					
8. Q&A Response to Panel Questions		(0-5)	5																	5	5					
Total Phase 2 (Total Maximum Ranking 10 -Total Possilbe 75)				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	10					
Total (Total Possible Score 500)																										
Total Cumulative Score (Maximum point is 500)				24.3	25.0	25.0	25.0	24.3	25.0	24.3	24.5	25.0	24.5	35.0	34.3											
Internal Use Only																										
Evaluator:		Cumulative		Date:		5/16/24																				
Procurement Department Representative: Nancy Williams																										
Procurement Department Completion Date: 5/16/24																										

<div> <div>  </div> <div> <div>Specialty Discipline: #1 Water Distribution System and Wastewater Collection System Analysis and Design</div> <div>Evaluation Sheet for RFQ #24-132 Engineering Consultant Services</div> <div>for the Augusta, GA – Utilities Department</div> <div>Evaluation Meeting: Thursday, May 16, 2024 @ 11:00 a.m.</div> </div> </div> <div>Page 2 of 2</div>												
	A & S Engineering 1100 Sumter Landing Circle Evans, GA 30809	Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	Benesch 1005 Broad Street, Suite 200 Augusta, GA 30901	Infrastructure Systems Management, LLC 1557 Broad Street Augusta, GA 30904	CHA Consulting, Inc. 3 Winners Circle Albany, NY12205	Arduro Group Inc 973 Broad Street, Suite A Augusta, GA 30901	Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	Johnson, Laschober & Associates, PC 1296 Broad Street Augusta, GA 30901	Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road Ste 350 Peachtree Corners, GA 30092	W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901	Geosyntec Consultants 1255 Roberts Blvd NW Suite 200 Kennesaw, GA 30144
for												
CV												
	Phase I	Weighted Scores										
	Evaluation Criteria											
	1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
	2. Qualifications & Experience	67.5	75	75	75	67.5	75	67.5	67.5	75	67.5	75
	3. Organization & Approach	75	75	75	75	75	75	75	75	75	75	75
	4. Scope of Services • Understanding of the scope of work for the Specific Catagories chosen on page 1 of Appendix A. • Project Experience in reference to the Specific Catagories chosen on page 1 of Appendix A. • Experience with Specific Catagories chosed on page 1 of Appendix A to include knowledge of Augusta Systems.	166.25	175	175	175	166.25	175	166.25	175	175	175	166.25
	5. Reference	50	50	50	50	50	50	50	50	50	50	50
	6. Financial statements	50	50	50	50	50	50	50	50	50	50	50
	Total Phase I	408.8	425.0	425.0	425.0	408.8	425.0	408.8	417.5	425.0	417.5	408.8
	Phase II											
	8. Presentation by Team	0	0	0	0	0	0	0	0	0	0	50
	9. Q&A Response to Panel Questions	0	0	0	0	0	0	0	0	0	0	25
	Total Phase II	0	0	0	0	0	0	0	0	0	0	75
	Cumulative Total	408.8	425.0	425.0	425.0	408.8	425.0	408.8	417.5	425.0	417.5	483.8
Internal Use Only												
Evaluator: Cumulative Date: 5/16/24												
Procurement Department Representative: Nancy Williams												
Procurement Department Completion Date: 5/16/24												


<div><div></div><div><div>Speciality Discipline: #2 Water Treatment Plants</div><div>Evaluation Sheet for RFQ #24-132 Engineering Consultant Services</div><div>for the Augusta, GA – Utilities Department</div><div>Evaluation Meeting: Thursday, May 16, 2024 @ 11:00 p.m.</div></div></div>																
Vendors			A & S Engineering 1100 Sumter Landing Circle Evans, GA 30809	Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901		A & S Engineering 1100 Sumter Landing Circle Evans, GA 30809	Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)								Weighted Scores					
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)												
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS		PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience		(0-5)	15	3.5	5.0	5.0	4.8	4.0	4.0		52.5	75	75	71.25	60	60
3. Organization & Approach		(0-5)	15	4.3	5.0	5.0	5.0	4.8	4.8		63.75	75	75	75	71.25	71.25
4. Scope of Services • Understanding of the scope of work for the Specific Catagories chosen on page 1 of Appendix A. • Project Experience in reference to the Specific Catagories chosen on page 1 of Appendix A. • Experience with Specific Catagories chosed on page 1 of Appendix A to include knowledge of Augusta Systems.		(0-5)	35	4.3	5.0	5.0	4.9	4.9	4.9		148.75	175	175	171.5	171.5	171.5
5. Financial statements		(0-5)	10	5.0	5.0	5.0	5.0	5.0	5.0		50	50	50	50	50	50
6. References		(0-5)	10	4.5	5.0	5.0	5.0	5.0	5.0		45	50	50	50	50	50
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)				21.5	25.0	25.0	24.7	23.7	23.7		360.0	425.0	425.0	417.8	402.8	402.8
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)											Phase II					
7. Presentation by Team		(0-5)	10								0	0	0	0	0	0
8. Q&A Response to Panel Questions		(0-5)	5								0	0	0	0	0	0
Total Phase 2 (Total Maximum Ranking 10 -Total Possilbe 75)				0	0	0	0	0	0		0	0	0	0	0	0
Total (Total Possible Score 500)																
Total Cumulative Score (Maximum point is 500)				21.5	25.0	25.0	24.7	23.7	23.7		360.0	425.0	425.0	417.8	402.8	402.8
Internal Use Only																
Evaluator: Cumulative Date: 5/16/24																
Procurement DepartmentRepresentative: Nancy Williams																
Procurement Department Completion Date: 5/16/24																

<div></div> <div>Speciality Discipline: #3 Waterwater Treatment Plants Evaluation Sheet for RFQ #24-132 Engineering Consultant Services for the Augusta, GA – Utilities Department Evaluation Meeting: Wednes, May 12, 2024 @ 11:00 a.m.</div>																
Vendors			A & S Engineering 1100 Sumter Landing Circle Evans, GA 30809	Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901		A & S Engineering 1100 Sumter Landing Circle Evans, GA 30809	Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)							Weighted Scores						
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)												
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
2. Qualifications & Experience		(0-5)	15	3.5	5.0	5.0	4.8	4.0	4.0	52.5	75	75	71.25	60	60	
3. Organization & Approach		(0-5)	15	4.3	5.0	5.0	5.0	4.5	4.5	63.75	75	75	75	67.5	67.5	
4. Scope of Services • Understanding of the scope of work for the Specific Catagories chosen on page 1 of Appendix A. • Project Experience in reference to the Specific Catagories chosen on page 1 of Appendix A. • Experience with Specific Catagories chosed on page 1 of Appendix A to include knowledge of Augusta Systems.		(0-5)	35	4.3	5.0	5.0	4.5	4.5	4.5	148.75	175	175	157.5	157.5	157.5	
5. Financial statements		(0-5)	10	5.0	5.0	5.0	5.0	5.0	5.0	50	50	50	50	50	50	
6. References		(0-5)	10	5.0	5.0	5.0	5.0	5.0	5.0	50	50	50	50	50	50	
Total Phase 1				22.0	25.0	25.0	24.3	23.0	23.0	365.0	425.0	425.0	403.8	385.0	385.0	
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									Phase 2							
7. Presentation by Team		(0-5)	10							0	0	0	0	0	0	
8. Q&A Response to Panel Questions		(0-5)	5							0	0	0	0	0	0	
Total Phase 2 (Total Maximum Ranking 10 -Total Possilbe 75)				0	0	0	0	0	0	0	0	0	0	0	0	
Total (Total Possible Score 500)																
Total Cumulative Score (Maximum point is 500)				22.0	25.0	25.0	24.3	23.0	23.0	365.0	425.0	425.0	403.8	385.0	385.0	
Internal Use Only																
Evaluator: Cumulative Date: 5/16/24																
Procurement DepartmentRepresentative: Nancy Williams																
Procurement Department Completion Date: 5/16/24																



Speciality Discipline: #4 Waterwater Collection System Flow Monitoring
Evaluation Sheet for RFQ #24-132 Engineering Consultant Services
for the Augusta, GA – Utilities Department
Evaluation Meeting: Thursday, May 16, 2024

Vendors			Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	CHA Consulting, Inc. 3 Winners Circle Albany, NY12205	Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	ADS LLC 340 The Bridge Street Suite 204 Huntsville, AL 35806	W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901		Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	CHA Consulting, Inc. 3 Winners Circle Albany, NY12205	Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	ADS LLC 340 The Bridge Street Suite 204 Huntsville, AL 35806	W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)							Weighted Scores				
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)										
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
2. Qualifications & Experience		(0-5)	15	4.3	5.0	4.3	5.0	5.0	63.75	75	63.75	75	75	
3. Organization & Approach		(0-5)	15	4.5	5.0	4.5	5.0	5.0	67.5	75	67.5	75	75	
4. Scope of Services • Understanding of the scope of work for the Specific Catagories chosen on page 1 of Appendix A. • Project Experience in reference to the Specific Catagories chosen on page 1 of Appendix A. • Experience with Specific Catagories chosed on page 1 of Appendix A to include knowledge of Augusta Systems.		(0-5)	35	4.8	5.0	4.8	5.0	5.0	166.25	175	166.25	175	175	
5. Financial statements		(0-5)	10	5.0	5.0	5.0	5.0	5.0	50	50	50	50	50	
6. References		(0-5)	10	5.0	5.0	5.0	5.0	5.0	50	50	50	50	50	
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			23.5	25.0	23.5	25.0	25.0	397.5	425.0	397.5	425.0	425.0		
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
7. Presentation by Team		(0-5)	10						0	0	0	0	0	
8. Q&A Response to Panel Questions		(0-5)	5						0	0	0	0	0	
Total Phase 2 (Total Maximum Ranking 10 -Total Possilbe 75)			0	0	0	0	0	0	0	0	0	0	0	
Total (Total Possible Score 500)														
Total Cumulative Score (Maximum point is 500)			23.5	25.0	23.5	25.0	25.0	397.5	425.0	397.5	425.0	425.0		
Internal Use Only														
Evaluator: Cumulative			Date: 5/16/24											
Procurement DepartmentRepresentative: Nancy Williams														
Procurement Department Completion Date: 5/16/24														

<div><div></div><div><div>Speciality Discipline: #5 Grant Funding Administration for RFQ #24-132 Engineering Consultant Services</div><div>for the Augusta, GA – Utilities Department</div><div>Evaluation Meeting: Thursday, May 16, 2024 @ 11:00 a.m.</div></div></div>														
Vendors	Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road Ste 350 Peactree Corners, GA 30092	W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901	Geosyntec Consultants 1255 Roberts Blvd NW Suite 200 Kennesaw, GA 30144		Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	Ardurra Group Inc 973 Broad Street, Suite A Augusta, GA 30901	HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	Kimley-Horn and Associates, Inc. 3930 East Jones Bridge Road Ste 350 Peactree Corners, GA 30092	W K Dickson & Co Inc 1450 Green Street Suite 505C Augusta, GA 30901	Geosyntec Consultants 1255 Roberts Blvd NW Suite 200 Kennesaw, GA 30144	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)						Weighted Scores					
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)											
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
2. Qualifications & Experience	(0-5)	15	4.0	4.0	4.8	5.0	5.0	4.3	60	60	71.25	75	75	63.75
3. Organization & Approach	(0-5)	15	4.5	4.5	5.0	4.5	5.0	4.5	67.5	67.5	75	67.5	75	67.5
4. Scope of Services • Understanding of the scope of work for the Specific Catagories chosen on page 1 of Appendix A. • Project Experience in reference to the Specific Catagories chosen on page 1 of Appendix A. • Experience with Specific Catagories chosed on page 1 of Appendix A to include knowledge of Augusta Systems.	(0-5)	35	4.5	4.5	5.0	5.0	5.0	4.5	157.5	157.5	175	175	175	157.5
5. Financial statements	(0-5)	10	5.0	5.0	5.0	5.0	5.0	5.0	50	50	50	50	50	50
6. References	(0-5)	10	5.0	5.0	5.0	5.0	5.0	5.0	50	50	50	50	50	50
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			23.0	23.0	24.8	24.5	25.0	23.3	385.0	385.0	421.3	417.5	425.0	388.8
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
7. Presentation by Team	(0-5)	10							0	0	0	0	0	0
8. Q&A Response to Panel Questions	(0-5)	5							0	0	0	0	0	0
Total Phase 2 (Total Maximum Ranking 10 -Total Possilbe 75)			0	0	0	0	0	0	0	0	0	0	0	0
Total (Total Possible Score 500)														
Total Cumulative Score (Maximum point is 500)			23.0	23.0	24.8	24.5	25.0	23.3	385.0	385.0	421.3	417.5	425.0	388.8
Internal Use Only														
Evaluator: Cumulative			Date: 5/16/24											
Procurement Department Representative: Nancy Williams														
Procurement Department Completion Date:			5/16/24											



Speciality Discipline: #6 Dam Safety & Engineering
Sheet for RFQ #24-132 Engineering Consultant Services
for the Augusta, GA – Utilities Department
Evaluation Meeting: Thursday, May 16, 2024 @ 11:00 a.m.

Vendors			Kleinshcmidt Associates, Inc. 141 Main Street Pittdfield, ME 04967	Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	Schnabel Engineering, LLC. 6445 Shiloh Road,Suite A Alpharetta, GA 3005	Geosyntec Consultants 1255 Roberts Blvd NW Suite 200 Kennesaw, GA 30144		Kleinshcmidt Associates, Inc. 141 Main Street Pittdfield, ME 04967	Stantec Consulting Services, Inc. 229 Peachtree Street NE Suite 1900 Atlanta, GA 30303	HDR Engineering, Inc. 1100 Peachtree Street NE, Suite 400 Atlanta, GA 30309	Schnabel Engineering, LLC. 6445 Shiloh Road,Suite A Alpharetta, GA 3005	Geosyntec Consultants 1255 Roberts Blvd NW Suite 200 Kennesaw, GA 30144	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)						Weighted Scores					
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)										
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS		PASS	PASS	PASS		PASS
2. Qualifications & Experience		(0-5)	15	5	4	4.75	4.5	4		75	60	71.25	67.5	60
3. Organization & Approach		(0-5)	15	5	4.75	5	5	5		75	71.25	75	75	75
4. Scope of Services • Understanding of the scope of work for the Specific Catagories chosen on page 1 of Appendix A. • Project Experience in reference to the Specific Catagories chosen on page 1 of Appendix A. • Experience with Specific Catagories chosed on page 1 of Appendix A to include knowledge of Augusta Systems.		(0-5)	35	5	4.5	5	5	4.5		175	157.5	175	175	157.5
5. Financial statements		(0-5)	10	5	5	5	5	5		50	50	50	50	50
6. References		(0-5)	10	5	5	5	5	5		50	50	50	50	50
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			25.0	23.3	24.8	24.5	23.5		425.0	388.8	421.3	417.5	392.5	
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
7. Presentation by Team		(0-5)	10							0	0	0	0	0
8. Q&A Response to Panel Questions		(0-5)	5							0	0	0	0	0
Total Phase 2 (Total Maximum Ranking 10 -Total Possilbe 75)			0	0	0	0	0		0	0	0	0	0	
Total (Total Possible Score 500)														
Total Cumulative Score (Maximum point is 500)			25.0	23.3	24.8	24.5	23.5		425.0	388.8	421.3	417.5	392.5	
Internal Use Only														
Evaluator:		Cumulative		Date:		5/16/24								
Procurement DepartmentRepresentative: Nancy Williams														
Procurement Department Completion Date: 5/16/24														

**UTILITIES DEPARTMENT**

Wes Byne, P.E.
Director

Chad Hendrix, P.E.
Assistant Director

MEMO

DATE: May 28, 2024

TO: Geri Sams, Director, Procurement Department

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

SUBJECT: RFQ Item #24-132
Engineering Consulting Services for Augusta, Georgia – Utilities Department
Recommendation of Award

I concur with the Selection Board's evaluation and recommendation of the Engineering firms to the various discipline category rosters that the Augusta Utilities Department solicited through the above referenced RFQ.

As stated in the RFQ, these lists will be active for five (5) years. Please see the attached document showing the Engineering firms for each discipline category.

cc: Chad Hendrix, P.E. *CH*

RFQ #24-132

Engineering Consultant Services Rosters

Category 1 – Water Distribution and Wastewater Collection System Analysis & Design:

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- W.K. Dickson & Company, Inc.

Category 2 – Water Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 3 – Wastewater Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- W.K. Dickson & Company, Inc.

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- W.K. Dickson & Company, Inc.

Category 6 – Dam Safety Engineering and Design

- HDR Engineering, Inc.
- Kleinschmidt Associates, Inc.
- Schnabel Engineering, LLC

INFRASTRUCTURE SYSTEMS MGT
ATTN: ABIE LADSON
1557 BROAD ST
AUGUSTA, GA 30901

POND & COMPANY
621 NW FRONTAGE ROAD,
SUITE 320
AUGUSTA, GA 30907
(RETURN MAIL)

INFRASTRUCTURE CONSULTING &
ENGINEERING
ATTN: JOSH APSITIS
110 MIDLANDS COURT
WEST COLUMBIA, SC 29169

MORELAND ALTOBELLI
2450 COMMERCE AVENUE
SUITE 100
DULUTH, GA 30096-8910

JOHNSON LASCHOB & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

WOOLPERT
375 NORTHRIDGE RD, #100
ATLANTA, GA 30350

ICF
2635 CENTURY CENTER PARKWAY
SUITE 1000
ATLANTA, GA 30345

AECOM
101 RESEARCH DR
COLUMBIA, SC 29203
(RETURN MAIL)

HUSSEY GAY BELL
329 COMMERCIAL DRIVE
SAVANNAH, GA 31406

WOOD
ATTN: GREGG HUDSPETH
1075 BIG SHANTY RD., SUITE 100
KENNESAW, GA 30144

PRIME ENGINEERING
3715 NORTHSIDE PARKWAY, NW
300 NORTHCREEK, SUITE 200
ATLANTA, GA 30327

ATTN: TOM DUNAWAY
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

JACOB ENGINEERING
10 10TH STREET NW, SUITE 1400
ATLANTA, GA 30309

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

HOLT CONSULTING COMPANY
2801 DEVINE ST., SUITE 201
COLUMBIA, SC 29205

ARDURRA
973 BROAD ST., SUITE A
AUGUSTA, GA 30901

KIMLEY-HORN
817 W PEACHTREE ST NW
THE BILTMORE, SUITE 601
ATLANTA, GA 30308

MICHAEL BAKER INTERNATIONAL
420 TECHNOLOGY PARKWAY
SUITE 150
NORCROSS, GA 30092

ICF
2635 CENTURY CENTER PARKWAY
SUITE 1000
ATLANTA, GA 30345

W. K. DICKSON & CO.
1450 GREENE STREET
SUITE 145
AUGUSTA, GA 30901
(RETURN MAIL)

GOODWYN, MILLS & CAWOOD
801 BROAD STREET
SUITE 900
AUGUSTA, GA 30901

EMC ENGINEERING
27 CHATHAM CENTER SOUTH, SUITE A
SAVANNAH, GA 31405

WOOLPERT
375 NORTHRIDGE RD., SUITE 300
ATLANTA, GA 30350

JAMES SWIFT
1206 INTERSTATE PARKWAY
AUGUSTA, GA 30909

WES BYNE
UTILITIES DEPARTMENT

TATE HORTON
UTILITIES DEPARTMENT

PHYLLIS JOHNSON
COMPLIANCE

ADDENDUM 1 RFQ ITEM #24-132
ENGINEERING CONSULTING SERVICES for
for AUGUSTA GA-UTILITIES DEPARTMENT
RFQ DUE TUESDAY 4/30/2024 @ 11:00 A.M.

ADDENDUM 1 RFQ ITEM #24-132
ENGINEERING CONSULTING SERVICES for
for AUGUSTA GA-UTILITIES DEPARTMENT
MAIL DATE 4/17/2024

SCHNABEL ENGINEERING
12720 HILLCREST ROAD, SUITE 585
DALLAS, TX 75230

HDR
1100 PEACHTREE STREET NE, ST 400
ATLANTA, GA 30309

GOODWIN MILLS CAWOOD, LLC
801 BROAD ST Suite 900
AUGUSTA, GA 30901

STANTEC
229 PEACHTREE STREET NE
ATLANTA, GA 30303-1629

WK DICKSON & CO, INC.
1320 MAIN STREET SUITE 400
COLUMBIA, SC 29201

GEOSYNTEC
1255 ROBERTS BLVD NW, ST 200
KENNESAW, GA 30144

HAZEN AND SAWYER
1300 ALTMORE AVENUE, SUITE 520
ATLANTA, GA 30342

KIMLEY-HORN
1200 PEACHTREE STREET NE ST 800
ATLANTA, GA 30309

A & S ENGINEERING, LLC
PO BOX 2413
EVANS, GA 30809

STANTEC ENGINEERING
1411 GERVAIS ST #325
COLUMBIA, SC 29201

SCHNABEL ENGINEERING
6445 SHILOH ROAD, SUITE A
ALPHARETTA, GA 30005

CHA
6592 BOB WHITE TRAIL
STANLEY, NC 28164

KLEINSCHMIDT
141 MAIN STREET
PITTSFIELD, ME 04967

ADS ENVIORNMENTAL SERVICES
3781 PING COURT
ACWORTH, GA 3101

STANTEC
910 LOUISIANA STREET, SUITE 2600
HOUSTON, TX 77002-4916

WES BYNE
UTILITIES DEPARTMENT

TATE HORTON
UTILITIES DEPARTMENT

PHYLLIS JOHNSON
COMPLIANCE

ADDENDUM 1 RFQ ITEM #24-132
ENGINEERING CONSULTING SERVICES for
for AUGUSTA GA-UTILITIES DEPARTMENT
RFQ DUE TUESDAY 4/30/2024 @ 11:00 A.M.

ADDENDUM 1 RFQ ITEM #24-132
ENGINEERING CONSULTING SERVICES
for AUGUSTA GA-UTILITIES DEPARTMENT
MAIL DATE 4/17/2024

SCHNABEL ENGINEERING
12720 HILLCREST ROAD, SUITE 585
DALLAS, TX 75230

HDR
1100 PEACHTREE STREET NE, ST 400
ATLANTA, GA 30309

GOODWIN MILLS CAWOOD, LLC
801 BROAD ST Suite 900
AUGUSTA, GA 30901

STANTEC
229 PEACHTREE STREET NE
ATLANTA, GA 30303-1629

WK DICKSON & CO, INC.
1320 MAIN STREET SUITE 400
COLUMBIA, SC 29201

GEOSYNTEC
1255 ROBERTS BLVD NW, ST 200
KENNESAW, GA 30144

HAZEN AND SAWYER
1300 ALTMORE AVENUE, SUITE 520
ATLANTA, GA 30342

KIMLEY-HORN
1200 PEACHTREE STREET NE ST 800
ATLANTA, GA 30309

A & S ENGINEERING, LLC
PO BOX 2413
EVANS, GA 30809

STANTEC ENGINEERING
1411 GERVAIS ST #325
COLUMBIA, SC 29201

SCHNABEL ENGINEERING
6445 SHILOH ROAD, SUITE A
ALPHARETTA, GA 30005

CHA
6592 BOB WHITE TRAIL
STANLEY, NC 28164

KLEINSCHMIDT
141 MAIN STREET
PITTSFIELD, ME 04967

ADS ENVIORNMENTAL SERVICES
3781 PING COURT
ACWORTH, GA 3101

STANTEC
910 LOUISIANA STREET, SUITE 2600
HOUSTON, TX 77002-4916

WES BYNE
UTILITIES DEPARTMENT

TATE HORTON
UTILITIES DEPARTMENT

PHYLLIS JOHNSON
COMPLIANCE

ADDENDUM 1 RFQ ITEM #24-132
ENGINEERING CONSULTING SERVICES for
for AUGUSTA GA-UTILITIES DEPARTMENT
RFQ DUE TUESDAY 4/30/2024 @ 11:00 A.M.


ADDENDUM 1 RFQ ITEM #24-132
ENGINEERING CONSULTING SERVICES
for AUGUSTA GA-UTILITIES DEPARTMENT
MAIL DATE 4/17/2024

Planholders

Add Supplier

Export To Excel

Supplier (20)

Supplier 	Download Date
Alexander Tomas and Associates, Inc.	03/22/2024
Ardurra Group, Inc.	04/25/2024
Atlas Technical Consultants	03/22/2024
ConstructConnect	03/26/2024
Dodge Data	03/22/2024
Geosyntec Consultants, Inc.	04/02/2024
Goodwyn Mills Cawood	04/24/2024
GPI	03/22/2024
HDR Engineering	03/25/2024
ISM,LLC	04/12/2024
Mead & Hunt, Inc.	03/27/2024
Nandina Inc.	03/27/2024
Onvia, Inc. - Content Department	03/22/2024
Practical Design Partners LLC	03/22/2024
SCS ENGINEERS	03/22/2024

1 2

Showing 1-15 of 20

Add Supplier

Supplier Details

Supplier Name	Alexander Tomas and Associates, Inc.
Contact Name	Alexander Tomas

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, March 22, 2024 3:39 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000048

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2024-000000048
Event Title: 24-132 Engineering Consulting Services
Event Type: Non-State Agency

Process Log

2024/03/22 15:33:05 : Log starts for - 10291486 - EVENT_RELEASE_TO_SUPL
2024/03/22 15:33:07 : Email Process Log for the Event#: PE-72155-NONST-2024-000000048
2024/03/22 15:33:07 : Email Batch# 2403227441
2024/03/22 15:33:07 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/03/22 15:38:50 : Total No of Contacts found for sending Email: 982
2024/03/22 15:38:50 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at:
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000048&sourceSystemType=gpr20>

03/22/2024 03:38:50 PM

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

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

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

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

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

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

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

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



Committee Meeting

Meeting Date: June 11, 2024

Purchase of Traffic Signal Replacement Parts

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the sole source purchase from Utilicom Supply for traffic signal replacement parts. Approve funds in the amount of \$35,478.81. Requested by the Augusta Engineering & Solid Waste Department.
Background:	Many of the spare traffic signal parts stocked by the Augusta Engineering Department have been depleted and need replacement. This sole source proposal will restock the necessary traffic signal parts for the upcoming summer thunderstorm and fall hurricane seasons.
Analysis:	The Augusta Traffic Engineering network has been in operation for decades. It has greatly improved our ability to enhance traffic safety and flow throughout Richmond County. It has also helped tremendously with the annual Masters Golf Tournament held here each April. Much of the hardware and software that currently runs our traffic signals is in need of upgrades or replacement. This sole source purchase will allow the Augusta Engineering Department to purchase the necessary spare equipment.
Financial Impact:	Adequate funds are available, and an expenditure of this amount will leave funding for other uses in this account.
Alternatives:	Do not approve the sole source funding request.
Recommendation:	Approve sole source purchase order request utilizing Traffic Engineering Operational Funds from Utilicom Supply in the amount of \$35,478.81.
Funds are available in the following accounts:	(\$35,478.81) 101041710-5311630 - Traffic Engineering Operational Funds
<u>REVIEWED AND APPROVED BY:</u>	HM/SR



Print Form

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

Vendor: Utilicom Supply E-Verify Number: 421709

Commodity: Signal Replacement Parts

Estimated annual expenditure for the above commodity or service: \$ 35,478.81

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

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

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

Name: Hameed Malik Department: AE&ESD Date: 5/23/24

Department Head Signature: [Signature] Date: 6/6/24

Approval Authority: [Signature] Date: 6/10/24

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

COMMENTS:




ENGINEERING DEPARTMENT

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

MEMORANDUM

TO: Ms Geri Sams – Procurement Director

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

DATE: May 23, 2024

SUBJECT: Traffic Signal Replacement Parts

Utilicom is an industry leader in providing traffic signal replacement parts. These parts are needed to continue to operate and maintain the county's 285 traffic signals. These products are needed from Utilicom to permit standardization. This product is a continuation of the expansion and maintenance of Augusta Traffic Engineering's Intelligent Transportation System (ITS) network.

Utilicom is headquartered in Norcross, GA and has customers throughout the southeast United States. Funding is available through Traffic Engineering account #101041710-5311630.

JU/SR

cc: File

UTILICOM

SUPPLY ASSOCIATES

4400 Shackleford Road
Norcross GA 30093
P: 404-298-7700 F: 404-298-8810

Sales Quote

COPY

Order	Date	Page
46290	04/30/24	Page 1 of 2
Valid Until		
05/30/24		

Bill To:

City of Augusta
535 Telfair St, Municipal Bldg 1000
ATTN: ACCOUNTS PAYABLE
Augusta GA 30901-2379
USA

Ship To:

City Of Augusta Traffic Signal Shop
1568 Broad St
Augusta GA 30904-3912

Customer ID		Purchase Order Number		Inside Sales		Salesperson	
C000587				Andy Nelson		Greg Duke	
Due Date		Ship Via		Terms		Currency	
05/30/24				Net 30		US Dollars	
QUANTITY ORDER	ITEM NUMBER	DESCRIPTION			UNIT PRICE	U/M	AMOUNT
10	121W3SSHBLK	MCCAIN 3 Section Signal Head, Black Housing RYG All Ball			293.3049	ea	2,933.05
10	BP3PLREF	Backplate For 1-Way 3-Section 12" McCain Signal Head, ABS Plastic, Louvered w/ 2" Reflective Tape Bo			119.7927	ea	1,197.93
10	PELSE089-P33	**include screws in packaging/shipping ** Tri-Stud Span Wire Hanger Mount for 3 & 4 Section Inline Signal - Black Closure Plug *Add support plate where needed* See part# GT-SWHA-92-TS-Black for additional stock*			83.1463	ea	831.46
30	SIGNALSUPPORTPLATE	Traffic Signal Support Plate (REINFORCING PLATE)			4.8025	ea	144.08
6	PELSE-2132-15-PLD-L	9" x 15" Push Button Station w/ Latching LED, Piezo - Black			214.9146	ea	1,289.49
6	PEDSIGN9X152STP9SH	R10-3e Pedestrian Sign w/ Countdown Information, 9" x 15", 2 Sided (Front Right Arrow/Back Left Arro			34.2561	ea	205.54
5,000	ADV8783A-5000	3 Pair, #14, 50-2 Stranded, Loop - LeadIn, 5,000' reel			1.4858	ft	7,429.00
1	QUAPB40582230500	40" x 58" x 24" Traffic base signal for 332D cabinet			1,350.8200	ea	1,350.82
2	QUAPH2458000002T	24" x 58", Traffic Signal Work Pad			409.0488	ea	818.10
1	MISC	342L, GDOT (2021), NATURAL, 18CH P20 CONN W/AUX FILE, CORBIN LOCK.			14,580.4900	eea	14,580.49
7	MISC	RELAY,430 FLASH TRANSFER, STRUTHERS-DUNN #21ACPX-2/21XBP			32.9300	eea	230.51
2	SSF-88	Flasher,204 20 to box			32.9300	ea	65.86
12	LOADSWITCH200	LS 200 Load Switch (20 Per Case) - #SSS-88			32.9300	EA	395.16
1	MCCAIN-2070-NOCPU	McCain 2070LX Controller WITH NO CPU			1,829.2683	ea	1,829.27
1	INTELIGHTYCT1-CCPU	Intellight 2070-1-C CPU Module *Make sure unit has been tested for Maxtime			2,178.0488	ea	2,178.05

All returns subject to 15% restocking fee.

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Unless otherwise specified, this quote is valid for a period of 30 days. This document contains privileged and confidential information and may not be disclosed to any third party without the express written consent of Utilicom Supply Associates, LLC.

Merchandise	Discount	Freight	Tax	Applied	Total Due
\$35,478.81	\$0.00	\$0.00	\$0.00	\$0.00	\$35,478.81

All returns subject to 15% restocking fee.

Printed by SAP Business One



Public Safety Committee

Meeting Date: 6/25/2024

Vendor Award – Bid Item #24-184 Exterior Stucco Repairs at Fire Station 5 & Fire Station 11

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to award Bid Item #24-184 Exterior Stucco Repairs at Fire Station 5 & Fire Station 11 to Contract Management Inc. and authorize the mayor to sign all appropriate documentation.
Background:	The Augusta Fire Department and Procurement Department have concluded the bid process for Bid Item #24-184 Exterior Stucco Repairs at Fire Station 5 & Fire Station 11. Contract Management was the most responsive bidder.
Analysis:	Augusta, GA intends to enter into contract with a qualified contractor to repair the exterior stucco at Fire Station 5 located at 1898 MLK Blvd and Fire Station 11 located at 2243 Old Savannah Rd.
Financial Impact:	\$97,950
Alternatives:	None at this time.
Recommendation:	To approve the Motion to award Bid Item #24-184 Exterior Stucco Repairs at Fire Station 5 & Fire Station 11 to Contract Management Inc. and authorize the mayor to sign all appropriate documentation.
Funds are available in the following accounts:	SPLOST 8
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief/EMA Director

**PROFESSIONAL SERVICES CONTRACT
FOR EXTERIOR STUCCO REPAIRS at FIRE STATION 5 & FIRE STATION 11
BETWEEN
AUGUSTA, GEORGIA, and CONTRACT MANAGEMENT, INC.**

This Exterior Stucco Repairs Contract is entered by, and between, Augusta, Georgia, a political subdivision of the State of Georgia, through its Board of Commissioners, whose address is 535 Telfair Street, Augusta, Georgia, 30901 (hereinafter referred to as "Augusta") and Contract Management, Inc, a domestic profit corporation, whose physical and principal address is 1829 Killingsworth Road, P.O. Box 3833, Augusta, GA 30904 (hereinafter referred to as "Contractor").

WHEREAS Augusta desires to engage a qualified and experienced Contractor to repair the exterior stucco at Fire Station 5, located at 1898 Martin Luther King Blvd., and Fire Station 11, located at 2243 Old Savannah Road, both Augusta Fire Department, and more specifically identified in Bid Item #24-184; and

WHEREAS Contractor responded to Bid Item #24-184 and has represented to Augusta that it has the requisite experience and qualifications to provide the services required therein; and,

WHEREAS Augusta has relied on Contractor's representations and response to Bid Item #24-184, and selected Contractor as the most qualified and most responsive bidder based on its submittal,

NOW, THEREFORE, in consideration of the foregoing provisions contained herein and the mutual benefits derived therefrom, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Augusta and Contractor agree as follows:

1. **Term**. This Contract shall commence as of the date executed by Augusta ("Commencement Date") and shall terminate six (6) months (180 days) thereafter ("Expiration Date"). Augusta may terminate this contract at any time during the contract term, with thirty (30) days written notice to Contractor. Contractor may terminate this contract at any time during the contract term with thirty (30) days written notice to Augusta.

Contractor is solely responsible for any time lost due to work being ceased due to its failure to comply with any jurisdictional authority and any time lost due to such failure to comply will not be grounds for approving a contract extension.

2. **Description of Services**. In consideration of the compensation received under this Contract, Contractor will repair the exterior stucco at Fire Station 5 and Fire Station 11, and provide all labor, material, and equipment to perform such services, in accordance with the specifications outlined in Bid Item #24-184, Scope of Services (attached hereto as Exhibit B).

3. **Communication**: Contractor must maintain, throughout the terms of this contract, an email

address to relay business communications. Contractor shall provide AFD's designated representative(s) with said email address upon execution of this contract.

4. **Compensation.** The Contractor's rate of compensation will be as set forth on the bid form of its response to Bid Item #24-184, which is attached hereto as Exhibit A.

Standard Service Rate: Prices must remain firm for the contract terms listed on the bid form (Exhibit A). Said bid includes, and is not limited to, any approval process that is required by any oversight agency, any required removal of existing material and equipment, installation of the necessary material and equipment, proper and legal disposal of any and all waste materials, permits, fees, licenses, taxes, any miscellaneous materials, any required signage, any required equipment and tools needed to install the systems (including any crane or heavy equipment), cost, any required utilities, any repair work, any building infrastructure upgrade cost, any safety equipment and signage, transportation cost, site prep, any cost with any associated warranties, and any required work. Suggested equipment and proposed installation must meet or exceed the applicable codes and regulations.

All materials furnished will be subject to the approval of Augusta's Commission, Administrator, Procurement Director, and AFD's Facilities Maintenance Division.

Established prices may be lowered due to general market conditions. Standard Service Rate means all labor (including travel time), materials necessary to perform the services, or to repair, reset, adjust, or replace any components (parts and material). There shall be no exceptions for material considered obsolete.

Contractor shall provide, at its expense, tools of the trade, materials, supplies, and equipment required to perform the work to AFD's specifications.

5. **Materials F.O.B. Job Site:** Delivery of any materials needed by Contractor for exterior stucco repairs at Fire Station #5 and Fire Station #11, shall be F.O.B. job site, freight paid by contractor. The Contractor shall have a representative present at the delivery site to receive any materials that are directly shipped. Augusta's employees will not accept deliveries on behalf of Contractor. Contractor shall be responsible for any materials received or accepted on behalf of Contractor. All debris must be removed from Augusta's premises and disposed of lawfully, adhering to all laws, rules, codes, and ordinances.

Delivery, storage, handling, and security of all materials and equipment shall be the responsibility of Contractor, and shall, at a minimum, be conducted in accordance with the manufacturer's recommendations. Augusta will not except any billings for stored materials unless the equipment and materials are stored in a bonded warehouse at cost to Contractor.

6. **Warranty:** Contractor must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchased for use under this contract.

Warranties are to be specified and Contractor shall provide AFD's authorized representative, 2 copies of the Manufacturer's Catalog and warranty information for all installed components.

7. **Supervision/Employees.** Contractor will perform all work under this contract with its own employees and will assign a supervisor who will oversee the work performed under this contract, and of whom shall have authority to represent Contractor in dealing with AFD's authorized representative(s). The name, address, and telephone number of the supervisor shall be furnished to AFD's authorized representative(s). Contractor shall ensure the following:
- a) All of Contractor's maintenance service helpers or apprentices performing work, must be under the on-site (physically located at the same site) supervision of a fully qualified construction supervisor.
 - b) The Contractor shall have in its employ, or under its control, sufficiently qualified, licensed and competent personnel to perform work promptly and in accordance with any schedule or work program, as approved by AFD.
 - c) Contractor shall employ only such workers as are skilled in the tasks to which they are assigned.
 - d) While working on Augusta, Georgia property, all Contractor's employees shall wear clearly displayed identification showing they are employees of Contractor. Identification shall be provided by Contractor at its expense.
 - e) Prior to beginning a job, Contractor's representative shall make their presence known to the authorized AFD representative.
 - f) Contractor shall be responsible for overseeing the work of its employees.
 - g) By mutual agreement between Augusta and Contractor, appropriate action will be taken concerning Contractor's employees that disregard the contents of the foregoing subparagraphs, who are incompetent, careless and/or insubordinate, or who do not exhibit proper dress and decorum expected on city owned facilities. Augusta may require the Contractor not to assign any worker it deems incompetent, careless, insubordinate, or otherwise objectionable to perform on Augusta's jobs.
 - h) Contractor shall comply with all applicable federal, state, and local laws and codes regarding work conditions, hours of employment, overtime regulations, methods, and rates of pay and any other regulations regarding employer-employee relationships.
8. **Drug-Free Workplace.** Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace program, in accordance with the with the Georgia Drug-Free Workplace Act as provided in O.C.G.A Section 50-24-1 et seq., throughout the duration of this contract.

9. **Non-Discrimination.** The Contractor shall comply with all federal and state non-discrimination laws, regulations, and policies in the administration of this contract.
10. **Non-Compliance with Non-Discrimination Laws.** In the event of Contractor's non-compliance or refusal to comply with any non-discrimination law, regulation, or policy in the administration of this contract, this contract may be rescinded, cancelled, terminated in whole, or in part, and Contractor may be declared ineligible for further contracts with Augusta. However, the Contractor shall be given a reasonable time in which to cure such non-compliance.
11. **Subcontracting.** The Contractor shall not enter subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from Augusta.
12. **Assignment.** The Contractor shall not assign or transfer this contract, nor any claim arising under this contract, without the prior written consent of Augusta.
13. **Non-Exclusivity.** Nothing contained in this contract shall be construed to limit in any way Augusta's right to contract for the same or similar services for which the Contractor is engaged hereunder during the term of this contract, including, but not limited to any compensation as Augusta may in its sole discretion deem appropriate. Nothing contained in this contract shall be construed to limit, in any way, Contractor's right or ability to make its services available to the public during the term of this contract, or to enter contracts or other agreements with another individual or entity.
14. **Insurance Coverage.** Prior to commencing service delivery, Contractor will obtain insurance policies, referenced in sections (a) – (b) below, that will ensure and indemnify Augusta against liability or financial loss resulting from injuries occurring to persons or property, or occurring as a result of any negligent error, act, or omission of the Contractor in performance of its work during the term of this contract, with, at least, the minimum insurance coverage as specified herein. The policies shall be written by a responsible company(s), approved by Augusta, and shall be non-cancellable except on thirty (30) days' written notice to Augusta. Said insurance policy(s) are to be paid for, and kept in force, by Contractor throughout the effective term of this Contract. Contractor is required, upon execution of this contract, to provide evidence of insurance coverage, endorsed as specified herein, to Augusta, having a copy or copies of the following policy(s) and/or certificate(s) of insurance coverage(s), filed with Augusta:
 - a) **General Liability:** Commercial General Liability or Comprehensive General Liability insurance or "occurrence" form, having a combined single limit coverage of no less than \$1,000,000 (one million dollars) or more (if more may be required by Contractor,) and endorsed to include contractual liability, personal injury, completed operations, and broad form property damage liability, insuring Subcontractor against liability arising out of the business operations of Contractor and services(s) to be performed under this contract.

Contractor agrees that should aggregate limits of liability be reduced due to loss or claims, such aggregate limits will be restored to the minimum stated in this provision. The coverage's, provisions, and limitations of this policy will not limit the liability of Contractor. If, in the reasonable opinion of Augusta, the amount of liability coverage required is not adequate, or specific customer requirements raise such limits, Contractor will increase said insurance limit as required by customer of Augusta and provide evidence of such increased coverage to Augusta.

- b) **Worker's Compensation:** Worker's Compensation in accordance with the laws of the State of Georgia.

All policies of insurance required under this paragraph shall further provide that the coverage cannot be materially changed without thirty (30) days' prior written notice to Augusta. The policies of insurance for General Liability shall name Augusta as an additional insured, shall so state that it is primary, and that Augusta will incur no liability.

15. **Licensing, Accreditation, and Registration.** Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for the performance of this contract.
16. **Responsibilities.** Contractor will adhere to the information submitted in Bid Item #24-184. Contractor shall converse monthly with Augusta's Contract Administrator, or its designee, to ensure that Augusta is satisfied with Contractor's level of service.
17. **Specified Excuses for Delay or Non-Performance.** Neither Party will be liable for delays in performing its obligations under this Contract to the extent that the delay is caused by Force Majeure; provided, however, that within thirty (30) business days of the Force Majeure event, the Party whose performance is delayed provides the other Party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. Force Majeure events shall include, but shall not be limited to; fire, riot, strike, lockout, war, civil commotion, accident, breakdown of plant or machinery, flood, labor unrest, acts of God, declared epidemics/pandemics (excluding COVID-19), omissions or acts of public authorities, or changes in law, regulations, or policies of the Government. In any such event, the contract price and schedule shall be equitably adjusted.
18. **Payments.** Upon satisfactory completion of all required services, payments shall be made monthly upon receipt of properly itemized invoices submitted by Contractor. Full payment of any properly submitted invoice will only be made after all work is completed according to specifications, and acceptance by AFD's authorized representative. Notwithstanding anything in Bid Item #24-184 or Contractor's Proposal, Augusta shall have the right to withhold or deduct payments in the event of Contractor's non-performance or, as specified herein.

19. **Invoicing Requirements.** Contractor agrees that only properly submitted invoices will be officially processed by Augusta for payment. Contractor agrees that all invoices submitted to Augusta, will be itemized, showing the following: Contractor's name, remittance address, purchase order number, service location (street address, building name, etc.), prices per the contract, itemized so that the service and its cost are clearly identified by an auditor as being part of this Contract.

The original invoice* must be sent to AFD Billing Contact address:

Augusta, Georgia
Accounting Department, Suite 800
535 Telfair Street, Municipal Building
Augusta, GA 30901-2379

*An informational copy of said invoice, including required documentation/attachments, must also be sent to AFD's authorized representative who places orders against this contract. That person is the Administrative Assistant in charge of purchasing. The mailing address is:

Augusta Fire Department
ATTN: Leah Rigdon
3117 Deans Bridge Road
Augusta, GA 30906

20. **Defective Pricing.** To the extent that the pricing provided by Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
21. **Georgia Prompt Pay Act.** The terms of this contract supersede all provisions of the Georgia Prompt Pay Act.
22. **Advance Payments Prohibited.** No payment in advance of, or in anticipation of, services to be provided under this Contract, shall be made by Augusta.
23. **Prohibition Against Contingent Fees.** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that Contractor has not received any non-Augusta fee related to this Contract, without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Contract without liability, or at its discretion, and to

deduct from the contract price, the full amount of such commission, percentage, brokerage, or contingent fee.

24. **Rights and Obligations.** All rights and obligations of the parties to this Contract will be subject to, and governed by, the terms of this Contract and Bid Item #24-184, which includes Exhibit A ("Pricing, Fire Station 5 and Fire Station 11"), which is attached hereto. In the event of inconsistencies with the terms of this Contract and other documents, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Bid Item #24-184, and (2) this Contract, including any exhibits (Exhibit A).
25. **Changes and Modifications.** Subject to the provisions outlined in Sections 35 & 41 below, any change or modification to this Contract must be in writing and signed by both parties.
26. **Independent Status of Augusta and Contractor.** The parties to this Contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor will not hold himself/herself out as, nor claim to be an officer or employee of Augusta by reason of this Contract.
27. **Termination:** After the initial term of this contract, Augusta may terminate it, at any time, without cause, by providing thirty (30) days' written notice to Contractor. If this contract is terminated, Augusta is liable only for payments for services provided or performed up to the date of termination.

This contract will terminate immediately, and absolutely, at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county or municipality under the contract.

28. **Termination for Cause & Procedures:** This contract may be terminated by either party for the following conditions,
 - a. Failure of either party to perform under the terms of this contract. In such case, the aggrieved party shall notify the other party, in writing, via certified mail, of such failure and demand that the same be remedied within five (5) calendar days of receipt of said notice. Should the defaulting party fail to remedy same within said period, the other party shall then have the right to terminate this contract by giving the other party ten (10) calendar days' written notice.

Performance failure can be defined as, but is not limited to, failure to provide any of the conditions of the specifications or special conditions of bid.

- b. Anytime Contractor's performance threatens the health and/or safety of persons Augusta has the right to cancel and terminate this contract without notice.
- c. Anytime a construction project causes the non-use of a facility, Augusta reserves the right to terminate the contract associated therewith at any time, without penalty.
- d. If a petition for bankruptcy is filed against Contractor, and such petition is not dismissed within thirty (30) calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within thirty (30) calendar days, Augusta, in addition to its other rights given by law or inequity, may terminate this Contract by giving forty-five (45) calendar days' notice, in writing.
- e. All notices of performance failure must be submitted in writing to Augusta's Procurement Department, 535 Telfair Street, Suite 605, Augusta, GA 30901. The Procurement Department shall be the final authority for all performance resolutions.

29. **Termination Procedure.** After receipt of notice of termination, and except as otherwise directed by Augusta, the Contractor shall:

- a) Stop work under this Contract on the date and to the extent specified in the notice.
- b) Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of this Contract as if not terminated.
- c) Complete performance of any part of this Contract as shall not have been terminated by Augusta.
- d) Take all action as may be necessary, or as Augusta may direct, for the protection and preservation of property of Augusta which is in the possession of the Contractor.

Unless otherwise provided in this Contract, Augusta shall pay to the Contractor the agreed upon price for services provided to Augusta prior to the effective date of termination, unless the termination is for cause, in which case Augusta shall determine the extent of liability. Augusta may withhold any amounts due Contractor for services as Augusta determines to be necessary to protect Augusta against potential loss or liability. The rights and remedies of Augusta provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

30. **Treatment of Assets.**

- a. Title to all property furnished by Augusta shall remain with Augusta.
- b. Title to all property furnished by Contractor shall remain with Contractor.
- c. Any property of Augusta furnished to Contractor shall, unless otherwise provided herein, be used only for the performance of this Contract during the period the Contract is in force.
- d. The Contractor shall be responsible for any loss or damage to property of Augusta (including all related expenses,) which results from the act, omission, or negligence of Contractor.

- e. Upon the loss or destruction of or damage to any Augusta Property, Contractor shall notify Augusta thereof and shall take all reasonable steps to protect the property from further damage.
 - f. Contractor shall surrender to Augusta all property of Augusta prior to settlement, upon completion, termination, or cancellation of this contract.
31. **Indemnification.** To the fullest extent of the Law, Contractor shall protect, indemnify, hold harmless and save Augusta and its employees, agents, officers, and directors from and against all liabilities, claims, suits, demands, damages, losses, expenses, including attorney fees, arising out of, or resulting from, the performance of its work under this contract. Contractor shall be responsible for any damage caused by its employees to Augusta property, equipment and/or fixtures, and shall provide all repairs/replacements as appropriate, and at no cost, to Augusta. Such an obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist in the absence of this contract.
32. **Open Records Act.** Notwithstanding anything contained herein, the parties acknowledge that Augusta is required to comply with Georgia's Open Records Act (O.C.G.A. §50-18-70 et seq.) with respect to the inspection of all public records not specifically exempted under such Act. Contractor shall cooperate fully in responding to such request and make all records not exempt, available for inspection and/or copying as provided by law. The parties agree that a disclosure by Augusta pursuant to such Act shall not be a violation of the provisions of this Contract.
33. **Records, Documents, and Audits.** Contractor will retain all books, records, documents, and other materials relevant to this contract for five (5) years after each Contract year to make them available at all reasonable times for inspection, review, or audit by AFD or other personnel authorized by Augusta. Contractor's records subject to audit shall include, but is not limited to, job tickets, itemized materials slips, and the detailed time records and rate of pay documents, for any employee whose time is billed to Augusta for services rendered.
34. **Safeguarding of Information:** The use or disclosure by Contractor of any information obtained because of performance under this Contract concerning Augusta for any purpose not directly connected with the administration of Contractor's responsibilities with respect to services provided under this Contract, is prohibited except by written consent of Augusta.
35. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared severable.
36. **Waiver.** Waiver of any breach of any provision of this Contract shall not be considered a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of

the Contract unless stated to be such in writing, signed by the contracting parties and attached to the original Contract.

37. **Temporary Suspension or Delay of Performance of Contract.** To the extent that it does not alter the scope of this Contract, Augusta may unilaterally order a temporary stopping of the work, or delay the work, to be performed by Contractor under this Contract.

38. **Governing Law and Jurisdiction.** This Contract shall be construed and interpreted in accordance with the laws of the State of Georgia. All claims, disputes, and other matters in question between Augusta and Contractor arising out of, or relating to, the Contract or its breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. By executing this Contract, Contractor specifically consents to jurisdiction and venue in Richmond County, Georgia, and waives any right to contest same.

39. **E-Verify.** Pursuant to O.C.G.A. §13-10-91, Contractor will execute an Affidavit verifying and stating affirmatively that it has registered with, and is participating, in a federal work authorization program. Contractor will provide its E-Verify number to Augusta, and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91 and shall continue to use the federal authorization program throughout the contract term.

Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia, it will secure from each subcontractor(s), each subcontractor's E-Verify number as evidence of verification, and in compliance with O.C.G.A §13-10-91, on the subcontractor affidavit as provided in Rule 300-10-01-08, or a substantially similar form. Contractor further agrees to maintain records of such compliance and to provide a copy of each such verification to Augusta at the time the subcontractor(s) is retained to perform such physical services.

40. **Local Small Business:** In accordance with Chapter 10B of the Augusta, Georgia, Code, Contractor expressly agrees to collect and maintain all records necessary for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augusta.gov. in accordance with Augusta, Georgia Code §1-10 129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be

requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of Minority and Small Business Opportunity and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such report(s) within the time specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth herein, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

41. **Acknowledgment:** Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may require the legislative authorization of Augusta's Board of Commissioners. Under Georgia Law, Contractor is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, under a contract that has not received proper legislative authorization, or if the Contractor provides goods or services to Augusta more than any contractually authorized goods or services, as required by Augusta's Charter and Code, Augusta may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta and waives all claims to payment for the provision of such unauthorized goods or services however characterized, including, without limitation, all remedies at law or in equity.
42. **Entire Agreement:** Bid Item #24-184, this Contract and its exhibits, contains all the terms and conditions agreed upon by the parties. All items incorporated in this Contract by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be considered to exist or to bind any of the parties to this Contract unless otherwise stated in this Contract.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in triplicate form, each of which shall be deemed an original on the date written below.

This 11th day of June, 2024.

CONTRACT MANAGEMENT, INC.

James Williams
JAMES WILLIAMS
Owner

11-June 2024
Date

AUGUSTA, GEORGIA

GARNETT L. JOHNSON
As its Mayor

Date

Attest:

[Seal]

Lena Bonner, Clerk of Commission

DECLARATION

"EXHIBIT A"**I. PRICING:****FIRE STATION 5****Cleaning:**

Materials	\$225.00
Labor	\$3,750.00
Misc. Fees/Services	\$450.00

Stucco Repairs:

Materials	\$1,950.00
Labor	\$6,300.00
Misc. Fees/Services	\$525.00

Painting

Materials	\$3750.00
Labor	\$11,250.00
Misc. Fees/Service	\$525.00

Debris Removal	\$975.00
-----------------------	-----------------

Station 5 Total\$ 29,700.00

Vendors must submit an itemized price list of all materials, miscellaneous fees/services, and labor costs associated with this project.

OFFEROR MUST RETURN THIS COMPLETED FORM WITH THE BID SUBMITTAL

Bid Item #24-184 Exterior Stucco Repairs at Fire Station 5 and Fire Station 11

Bid Due: Wednesday, May 1, 2024 @ 3:00 p.m.

Page 24 of 29

PRICE SHEET
FIRE STATION 11

Cleaning:	
Materials	\$750.00
Labor	\$7,500.00
Misc. Fees/Services	\$600.00
<u>Stucco Repairs:</u>	
Materials	\$7,800.00
Labor	\$17,700.00
Misc. Fees/Services	\$600.00
<u>2' Brick:</u>	
Materials	\$2,250.00
Labor	\$6,750.00
Misc. Fees/Services	\$525.00
Painting	
Materials	\$5,250.00
Labor	\$16,200.00
Misc. Fees/Service	\$525.00
<u>Debris Removal</u>	\$1,800.00

Station 11 Total \$68,250.00

Vendors must submit an itemized price list of all materials, miscellaneous fees/services, and labor costs associated with this project.

Station 5 & Station 11 Project Grand Total \$ 97,950.00

OFFEROR MUST RETURN THIS COMPLETED FORM WITH THE BID SUBMITTAL

Bid Item #24-184 Exterior Stucco Repairs at Fire Station 5 and Fire Station 11
Bid Due: Wednesday, May 1, 2024@ 3:00p.m. age 25 of 29

“EXHIBIT B”

SCOPE OF SERVICES

BACKGROUND:

The Augusta Fire Department intends to enter into a contract with a qualified contractor to repair the exterior stucco at Fire Station 5 located at 1898 Martin Luther King Blvd and Fire Station 11 located at 2243 Old Savannah Rd. The selected contractor will provide all labor, material, and equipment to perform the following services:

SCOPE OF SERVICES:

Fire Station 5

- Repair all cracked or otherwise damaged stucco
- Clean entire surface of existing stucco
- Seal/paint all new and existing stucco
- Removal of all construction related debris

Fire Station 11

- Removal 2' of existing stucco at ground level all the way around the building and replace with brick facade 2' from ground surface.
- Repair all cracked or otherwise damaged stucco
- Clean existing stucco
- Seal/paint all new and existing stucco.
- Removal of all construction related debris.

SPECIFICATIONS:

Fire Station 5 -1898 Martin Luther King Blvd.

Fire Station 5 has approximately 1,755 square feet of exterior wall stucco. There are numerous areas on the stucco surface that are damaged, cracked, or discolored due to water, mold and mildew. All damaged and cracked stucco should be patched or replaced, the entire surface cleaned to remove mold, mildew and stains, and the entire surface sealed then painted.

Repair Damaged Stucco:

Hairline Cracks up to 1/8" wide

- Expand crack to 1/4" wide
- Use wire brush to remove crumbling materials and any other debris
- Moisten the stucco around the crack
- Fill with latex caulk with an elastomeric caulking.

Spider Cracking, Pattern Cracking, Diagonal Cracking, Pitting, Holes, Water Damaged

- Cut through the stucco around the affected area far enough to clear away the damaged stucco and any accessories that will be reinstalled.

- Remove stucco in affected area inside the cuts that have been made and chip out the stucco from the mesh.
- Install a new moisture barrier material and flashing as necessary in the repair areas.
 - o Moisture barrier should be overlapped at least 2" where possible so that water drains down the face of the materials to the outside.
 - o Tape the seams of the moisture barrier with acrylic asphalt, rubber flashing tapes, or alternate adhesive appropriate for this application.
- Install any new mesh, so that the new mesh and old mesh overlap by 1" to 2".
 - o Tie layers of mesh together with .0475-in galvanized annealed steel wire every 6".
 - o Tie the mesh to any other supports as appropriate.
- Apply prepared slurry coat and appropriate bonding agent to moistened edges of the existing stucco.
 - o Apply new stucco within 30 minutes of applying slurry
 - o Apply any necessary coverings to prevent exposure to sun and wind and allow stucco to cure for at least 30 days before painting.

Clean Entire Stucco Surface of Building:

- Rinse all stucco with clean water
- Prepare cleaning solutions appropriate for this application
- Apply cleaning solution over stains and leave 15 to 20 minutes
- Use a brush on dark stains
- Pressure wash entire stucco surface at 100psi
- Rinse thoroughly with clean water

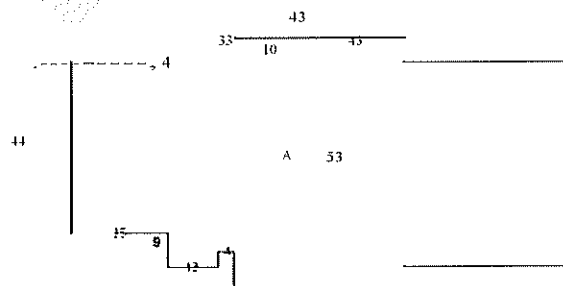
Paint Entire Stucco Surface of Building

- Seal entire stucco surface with a clear concrete masonry sealer.
- Paint entire stucco surface of the building.
 - o Acceptable paint for stucco surfaces includes acrylic, masonry, or elastomeric paint. Color to be determined.

Removal of all Construction Related Debris

- All debris resulting from this project should be removed from the site and dumped at an appropriate waste facility.

Fire Station 5 Diagram and Pictures:



Fire Station 11-2243 Old Savannah Rd.

Fire Station 11 currently has approximately 3,000 square feet of exterior wall stucco. There are numerous areas on the stucco surface that are damaged, cracked, or discolored due to water, mold and mildew. A large portion of damaged stucco is at the ground level all the way around the building. In addition to cleaning the stucco that is in good condition and repairing the damaged stucco, 2' of stucco, approximately 1,200 square feet, should be removed beginning at the ground level and replaced with a brick facade.

Install 2' Brick Facade Around Ground Level of Building:

- Remove 2' stucco, mesh, flashing and moisture barrier beginning at ground level.
 - Install overlapping plastic sheeting, tar paper or material appropriate for this application, to frame of building
- Install wire mesh and scratch coat of concrete mortar
- Install window flashing around windows and doors where necessary
- Install facing bricks and mortar
 - o Brick-3-5/8" x 2-1/4" x 7-5/8" o
 - Color-classic red
 - o Position -Stretcher {brick laid flat with the long side facing out}
 - o Mortar Joints-3/8"
 - o Mortar-Type N, 4:1{standard ratio for facing brickwork}

Repair Damaged Stucco:

Hairline Cracks up to 1/8" wide

- Expand crack to 1/8" wide
- Use wire brush to remove crumbling materials and any other debris
- Moisten the stucco around the crack
- Fill with latex caulk with an elastomeric caulking.

Spider Cracking, Pattern Cracking, Diagonal Cracking, Pitting, Holes, Water Damaged

- Cut through the stucco around the affected area far enough to clear away the damaged stucco and any accessories that will be reinstalled
- Remove stucco in affected area inside the cuts that have been made and chip out the stucco from the mesh.
- Install a new moisture barrier material and flashing as necessary in the repair areas.
 - o Moisture barrier should be overlapped at least 2" where possible so that water drains down the face of the materials to the outside.
 - o Tape the seams of the moisture barrier with acrylic asphalt, rubber flashing tapes, or alternate adhesive appropriate for this application.
- Install any new mesh, so that the new mesh and old mesh overlap by 1" to 2".
 - o Tie layers of mesh together with .0475-in galvanized annealed steel wire every 6". o
 - Tie the mesh to any other supports as appropriate.
- Apply prepared slurry coat and appropriate bonding agent to moistened edges of the existing stucco.
 - o Apply new stucco within 30 minutes of applying slurry
 - o Apply any necessary coverings to prevent exposure to sun and wind and allow stucco to cure for at least 30 days before painting

Clean Entire Stucco Surface of Building:

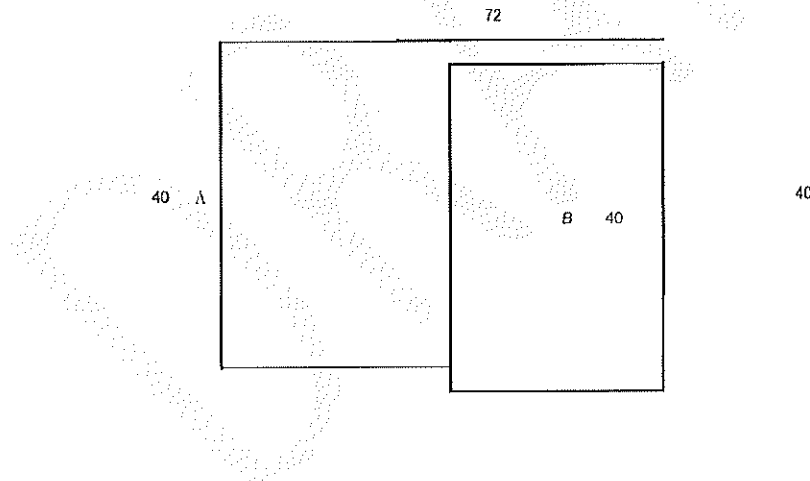
- Rinse all stucco with clean water
- Prepare cleaning solutions appropriate for this application
- Apply cleaning solution over stains and leave 15 to 20 minutes
- Use a brush on dark stains
- Pressure wash entire stucco surface at 100psi
- Rinse thoroughly with clean water

Paint Entire Stucco Surface of Building

- Seal entire stucco surface with a clear concrete masonry sealer.
- Paint entire stucco surface of the building.
 - o Acceptable paint for stucco surfaces includes acrylic, masonry, or elastomeric paint. Color to be determined.

Removal of all Construction Related Debris

- All debris resulting from this project should be removed from the site and dumped at an appropriate waste facility.

Fire Station 11 Diagram and Pictures:

Invitation to Bid

Sealed bids will be received at this office until **Wednesday, May 1, 2024 @ 3:00 p.m.** via ZOOM Meeting ID: **814 1313 4008**; Passcode: **24184** for furnishing:

Bid Item #24-184 Exterior Stucco Repairs at Fire Station 5 and Fire Station 11 for Augusta, GA – Fire Department

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

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

Bid documents may be 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, Bid Augusta, GA 30901 **(706-821-2422)**.

A Pre-Bid Conference will be held on Monday, April 15, 2024 @ 2:00 p.m. via Zoom Meeting ID: 873 7684 0300; Passcode: 24184. Optional Site-Visit, Tuesday, April 16, 2024, at the site location. Contact Lerone Beasley at (706) 821-2911 for additional information.

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, April 17, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

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.

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 waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

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


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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle March 21, 28, 2024 and April 4, 11, 2024
Metro Courier March 21, 2024

<div>  <div> <p>Bid Item #24-184 Exterior Stucco Repairs for Fire Station 5 and Fire Station 11 for Augusta, GA-Fire Department</p> <p>Bid Date: Wednesday, May 1, 2024 @ 3:00 p.m.</p> </div> </div>				
<p> Total Number Specifications Mailed Out: 18 Total Number Specifications Download (Demandstar): 7 Total Electronic Notifications (Demandstar): 432 Georgia Procurement Registry: Pre-Proposal Conference Attendees: Total Packages Submitted: 4 Total Noncompliant: </p>				
Vendors	Attachment "B"	E-Verify Number	SAVE Form	Bid Total
Waterproofing Contractors, Inc. 4527 S Old Peachtree Road Norcross, GA 30071	YES	322617	YES	\$117,697.00
Metro Waterproofing, Inc. 2935 Alcove Drive Scottdale, GA 30079	YES	623963	YES	\$221,967.00
Interior and Exterior Associates Inc. 2711 Mike Padgett Hwy Augusta, GA 30906	YES	25229	YES	\$291,230.00
Contract Management Inc. 1829 Killingsworth Road Augusta, GA 30904	YES	225306	YES	\$97,950.00

**Fire Department/Emergency Management Agency**

Antonio Burden, Fire Chief/EMA Director

May 14, 2024

MAY 15 PM 1:56

Ms. Geri Sams, Procurement Director

Ref: Bid Item #24-184 Exterior Stucco Repairs for Fire Station 5 and Fire Station 11

Dear Ms. Sams:

The Fire Department has concluded its evaluation of bids for Item #24-184, encompassing the exterior stucco repairs at Fire Station 5 and Fire Station 11. While Contract Management Inc. emerged as the most cost-competitive bidder, their proposal exceeds our initially allocated project budget and falls outside the pre-established 20% variance threshold.

We acknowledge that this project has undergone multiple bidding iterations since September of last year. Further solicitation, constituting a third bidding round, carries the inherent risk of escalating costs due to potential fluctuations in material and labor markets. The exigency of addressing the compromised state of the exterior walls at both fire stations necessitates prompt action to prevent further structural deterioration. This urgency, coupled with the prospect of rising costs associated with delay, compels us to seek an alternative solution.

Fortunately, the Fire Department has identified supplementary funding within SPLOST 8, enabling us to accommodate the higher bid submitted by Contract Management Inc. and ensure the project's timely completion. Therefore, we strongly recommend awarding Bid Item #24-184 to Contract Management Inc.

Your consideration would be greatly appreciated.

Should you require any further clarification or information, do not hesitate to contact me at 706-821-2933.

Sincerely,

Antonio Burden
Fire Chief/EMA Director

GEORGIA- CAROLINA STUCCO INC.
1499 JORDAN RD.
AUGUSTA, GA 30904

ALL AMERICAN STONE & STUCCO
2507 CORBIN PL
AUGUSTA, GA 30906

JUTCO INC
ATTN STEVE SMITHSON
591 BRANDYWINE DR
EVANS, GA 30809

CONTINENTAL CONSTRUCTION
4190 CROSSTOWNE COURT
EVANS, GA 30809

MAHONEY STUCCO
3301 THREAD NEEDLE RD.
AUGUSTA, GA 30907

BLOUNT'S COMPLETE HOME SERVICE
ATTN: JIMMY BLOUNT
2907C TOBACCO ROAD
HEPHZIBAH, GA 30815

ACC RESTORATION LLC
3026 DEANS BRIDGE RD
AUGUSTA, GA 30906

INTERIOR & EXTERIOR ASSOCIATES
2711 MIKE PADGETT HWY
AUGUSTA, GA 30906

AL KANE STUCCO & STONE
2101 WARREN CT.
NORTH AUGUSTA, SC 29860

ALLSTONE CUSTOM STONE
756 LOCKS WAY
AUGUSTA, GA 30907

ATTN: LARRY MCCORD
LARRY MCCORD DESIGN/BUILD
2016 HIGHLAND AVENUE
AUGUSTA, GA 30904

SOMMERS CONSTRUCTION
ATTN: PATRICK SOMMERS
4889 SOMERSET DRIVE
EVANS, GA 30809

TWENTIETH CENTURY CONST.
ATTN: CARL JORDAN
2106 KELLY STREET
AUGUSTA, GA 30904

ATTN: JAMES WILLIAMS
CONTRACT MANAGEMENT, INC.
1827 KILLINGSWORTH RD.
AUGUSTA, GA 30904

B.R. WALDEN CONSTRUCTION
2320 WALDEN DRIVE
AUGUSTA, GEORGIA 30904

JBC CONSTRUCTION
118 N BELAIR ROAD SUITE 1
EVANS GA 30809

HEAVENER & ASSOCIATES
1530 CRESCENT DR.
AUGUSTA, GA 30909

FOSTER'S STUCCO & STONE
5069 DEANS BRIDGE RD
AUGUSTA, GA 30906

WATERPROOFING CONTRACTORS INC
4527 SOUTH OLD PEACHTREE ROAD
NORCROSS, GA 30071

Antino Burden
Fire Department

Lerone Beasley
Fire Department

Phyllis Johnson
Compliance Department

Bid 24-184 Exterior Stucco Repairs at
Fire Station 5 and Fire Station 11
Augusta Fire Department
Due: Wednesday 05/1/24 @ 3:00 p.m.

24-184 Exterior Stucco Repairs at Fire
Station 5 and Fire Station 11
Augusta Fire Department
Due: Wednesday 5/1/24 @ 3:00 p.m.
Mailed 03/21/2024

BIDDERS LIST

 BID ☒ RFP () RFQ () ITEM #

24-184

DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	MAILED BY
4/10	JNB Services LLC	467 N. Daleville Ave Daleville, AL 36322	# 24-184	TVS

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, March 22, 2024 1:26 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000047

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2024-000000047

Event Title: 24-184 Exterior Stucco Repairs at Fire Station 5 and Fire Station 11

Event Type: Non-State Agency

Process Log
2024/03/22 13:15:44 : Log starts for - 10261474 - EVENT_RELEASE_TO_SUPL
2024/03/22 13:15:46 : Email Process Log for the Event#: PE-72155-NONST-2024-000000047
2024/03/22 13:15:46 : Email Batch# 2403227423
2024/03/22 13:15:46 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/03/22 13:17:09 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2024/03/22 13:17:10 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2024/03/22 13:21:26 : Bad Email not sent to eteague of AJAX BUILDING CORPORATION OF GEORGIA
2024/03/22 13:25:41 : Total No of Contacts found for sending Email: 1706
2024/03/22 13:25:41 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000047&sourceSystemType=gpr20>

03/22/2024 01:25:41 PM

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

Planholders

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

Supplier (7)

Supplier #1	Download Date
ConstructConnect	03/27/2024
Dodge Data	03/22/2024
In Touch Reno LLC	03/22/2024
Onvia, Inc. - Content Department	03/22/2024
Raymond Engineering- Georgia, Inc.	03/25/2024
Smart Lighting Solutions	03/22/2024
SunCoast Group	04/08/2024

[Add Supplier](#)

Supplier Details

Supplier Name	ConstructConnect
Contact Name	ConstructConnect Bid Opportunities
Address	3825 Edwards Rd Suite 800, Cincinnati, OH 45209
Email	content@constructconnect.com
Phone Number	877-227-1680

Documents

Filename	Type	Action
24-184_ITB	Bid Document / Specifications	View History



Finance Committee

Meeting Date: June 25, 2024

Approve Funding of Capital, Operating & Encumbrance Carryovers

Department:	Finance												
Presenter:	Donna B. Williams, CGFM												
Caption:	Motion to approve funding of operating, capital & encumbrance carryovers												
Background:	Operational appropriations are encumbered as a result of purchase orders, contracts or other forms of legal commitments. Encumbrances outstanding at year end are reported as a reservation of fund balance. Operational appropriations lapse at year end while capital projects typically extend over several years and may require budget amendments; however, reappropriations of amounts to cover significant encumbrances are made by the Commission during the subsequent fiscal year as an amendment to the budget.												
Analysis:	Several projects, programs and large contracts for services were approved and awarded in 2023; funding for these contracts and projects/programs was appropriated in 2023. In accordance with budgetary policy, Commission approval is required to carry over funding from prior years. Approval will allow the programs to continue without any disruption of service.												
Financial Impact:	Funding is available in related funds' fund balance.												
Alternatives:	Require use of current year's funding												
Recommendation:	Approve use of fund balance for carryovers												
Funds are available in the following accounts:	<table> <tr> <td>101-00-0000/39-52110</td><td>\$580,490</td></tr> <tr> <td>216-00-0000/39-52110</td><td>\$573,800</td></tr> <tr> <td>274-00-0000/39-52110</td><td>\$596,100</td></tr> <tr> <td>541-00-0000/39-52110</td><td>\$2,023,950</td></tr> <tr> <td>542-00-0000/39-52110</td><td>\$464,160</td></tr> <tr> <td>581-00-0000/39-52110</td><td>\$1,619,000</td></tr> </table>	101-00-0000/39-52110	\$580,490	216-00-0000/39-52110	\$573,800	274-00-0000/39-52110	\$596,100	541-00-0000/39-52110	\$2,023,950	542-00-0000/39-52110	\$464,160	581-00-0000/39-52110	\$1,619,000
101-00-0000/39-52110	\$580,490												
216-00-0000/39-52110	\$573,800												
274-00-0000/39-52110	\$596,100												
541-00-0000/39-52110	\$2,023,950												
542-00-0000/39-52110	\$464,160												
581-00-0000/39-52110	\$1,619,000												
<u>REVIEWED AND APPROVED BY:</u>	N/A												

Augusta Richmond County
Operating/Encumbrance Carryover Requests
2024

Item 23.

Fund	Org Key	Object	Description	Department	Carryover Amount Requested	Recommended		Total	Notes
						Encumbrance Carryover (3951110)	Operating/Capital Carryover (3951120)		
101	101-01-1310	52-34110	Printing and Binding	Clerk of Commission	41,350	41,350	-	41,350	P443481 MCCI and P462933 HF Group
	101-02-1110	52-23110	R&M Contract Equipment	Superior Court	12,600	12,600	-	12,600	P462144 Alrich Electric - AV Upgrade Project
	101-04-1260	52-99999	Operating Expense Reclass	Roads & Walkways	500,000	371,020	100,000	471,020	Pond Maintenance of Augusta (23LFL221)
	101-04-1710	53-19160	R&M Pavement	Traffic Engineering	55,520	-	55,520	55,520	
				General Fund Total	609,470	424,970	155,520	580,490	
216	216-03-7110	54-26110	Communications Equipment	E-911	573,803	573,800	-	573,800	P432772 License Upgrade E911 system AT&T
				Emergency Telephone	573,803	573,800	-	573,800	
274	274-03-4110	54-22210	Trucks, All Sizes	Fire Admin	76,095	76,095	-	76,095	P459913 Ford 150 Allan Vigil Ford
	274-03-4110	54-22210	Trucks, All Sizes	Fire Admin	475,000	-	475,000	475,000	Air Light Vehicle Bid Item 24-128 in the bidding process
	274-03-4110	54-22210	Trucks, All Sizes	Fire Admin	30,000	-	30,000	30,000	ATV requested
	274-03-4110	54-26120	Safety Equipment	Fire Admin	15,000	-	15,000	15,000	Command Boxes for five Battalion Chiefs' F250 trucks
				Fire Protection Total	596,095	76,095	520,000	596,095	
541	541-04-4210	52-12115	Engineering	Solid Waste Management	211,895	154,230	-	154,230	Leachate, Consulting & Compliance invoices/POs
	541-04-4210	53-19150	R&M Grounds	Solid Waste Management	142,855	142,850	-	142,850	Sediment Dredging, Compliance, ROW Maintenance, On
	541-04-4210	54-32222	Phase 3 Closure & Post Closure	Solid Waste Management	1,673,419	1,322,110	-	1,322,110	Call & Fire Hydrant repair invoices/POs
	541-04-4210	52-11120	Contractual Services	Solid Waste Management	449,400	-	346,400	346,400	P417430 Morgan Corp - Construction Contract
	541-04-4210	54-22210	Trucks, All Sizes	Solid Waste Management	58,360	-	58,360	58,360	
				Waste Management Fund	2,535,929	1,619,190	404,760	2,023,950	
542	542-04-4110	52-11120	Contractual Services	Garbage Collection	121,718	121,720	-	121,720	Pond Maintenance of Augusta & Otto Environmental
	542-04-4110	52-13119	Other Technical Services	Garbage Collection	110,426	110,430	-	110,430	22LFL089 Otto Environmental - Carts
	542-04-4110	52-22110	Garbage	Garbage Collection	45,337	45,340	-	45,340	P430752 Coleman Sanitation - sidewalk services
	542-04-4110	52-39110	Contract Labor	Garbage Collection	59,551	59,550	-	59,550	Coleman Sanitation, Augusta Quality & Infrastructure
	542-04-4110	54-21110	Machinery/Equipment	Garbage Collection	47,080	-	47,080	47,080	Systems Mgt - on call services
581	542-04-4110	54-22210	Trucks, All Sizes	Garbage Collection	80,040	-	80,040	80,040	
				Garbage Collection	464,151	337,040	127,120	464,160	
581	581-04-4320	52-11120	Contractual Services	Stormwater Utility	1,095,273	1,095,270	-	1,095,270	nineteen (19) various purchase orders
	581-04-4320	52-12115	Engineering	Stormwater Utility	30,788	29,510	-	29,510	drainage study, preliminary design & stormwater system
	581-04-4320	52-12999	Other Professional Services	Stormwater Utility	110,682	110,680	-	110,680	assessment
	581-04-4320	54-12120	Rehab/Renovate Landscaping	Stormwater Utility	30,285	30,290	-	30,290	MOU for stormwater BMP Phinizy Center
	581-04-4320	54-14910	Other Infrastructure	Stormwater Utility	6,150	-	6,150	6,150	Augusta Quality - Windsor Spring Rd Landscape
	581-04-4320	54-21110	Machinery/Equipment	Stormwater Utility	249,000	-	249,000	249,000	
	581-04-4320	54-22210	Trucks, All Sizes	Stormwater Utility	68,670	-	68,670	68,670	
	581-04-4320	54-24120	Software	Stormwater Utility	29,430	-	29,430	29,430	
				Stormwater Utility	1,620,277	1,265,750	353,250	1,619,000	



Commission

Meeting Date: June 27, 2024

Issuance of Water and Sewer Bonds Series 2024

Department:	Administrator / Finance / Water & Sewer
Presenter:	
Caption:	Approve resolution authorizing the issuance of \$80 million in bonds and the refunding of the Water and Sewer Bonds Series 2012 for Water and Sewer Capital Projects.
Background:	On December 5, 2023, the Augusta Commission authorized issuing \$80 million in bonds to be used for the construction of Water and Sewer projects. Also authorized was the refunding of the Water and Sewer bonds Series 2012 if market conditions present the opportunity to achieve debt service savings.
Analysis:	The bonds will be sold on the morning of June 27, 2024. The results of the sale will be presented to the commission providing the details of the sale including the winning bid and the interest rate.
Financial Impact:	The bond debt service will be funded by Water and Sewer operations.
Alternatives:	
Recommendation:	Approve resolution
Funds are available in the following accounts:	Water and Sewer operational and project funds
<u>REVIEWED AND APPROVED BY:</u>	TS, DBW

SUPPLEMENTAL SERIES 2024 BOND RESOLUTION

WHEREAS, Augusta, Georgia (the “Consolidated Government”), acting by and through its governing body, the Augusta-Richmond County Commission (the “Governing Body”) adopted its Series 2024 Bond Resolution on December 5, 2023 (the “Original Bond Resolution”) authorizing the issuance of its Water and Sewerage [Refunding] [and] [Improvement] Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) for the purpose of financing the Series 2024 Project (as defined in the Original Bond Resolution), refunding all or a portion of the outstanding Series 2012 Bonds (as defined in the Original Bond Resolution, and referred to therein as the “Refunded Bonds”) if market conditions present the opportunity to achieve debt service savings, funding any required debt service reserve account, with cash or through payment of a premium for a Reserve Account Credit Facility (as defined in the Original Bond Resolution), and paying costs of issuance of the Series 2024 Bonds; and

WHEREAS, capitalized terms used in this Supplemental Series 2024 Bond Resolution (“this Supplemental Bond Resolution”), but not defined herein, shall have the meanings assigned to them in the Original Bond Resolution; and

WHEREAS, the Original Bond Resolution provides that the Series 2024 Bonds (1) may be issued in one or more series in an aggregate principal amount not to exceed \$220,000,000 (of which not to exceed \$85 million is authorized to be applied to the financing of the Series 2024 Project and not to exceed \$135 million is authorized to be applied to the refunding of the Refunded Bonds), which amounts are to be specified in a Supplemental Resolution, (2) shall bear interest at the rates per annum to be specified in a Supplemental Resolution to be adopted by the Governing Body (but which shall not in any event exceed a maximum per rate of interest of 6.00%), computed on the basis of a 360-day year consisting of twelve 30-day months, payable on each April 1 and October 1 of each year commencing on the April 1 or October 1 specified in a Supplemental Resolution and shall mature on October 1 in the years (with a final maturity not in excess of 40 years from the date of issuance and delivery of the Series 2024 Bonds, but no later than October 1, 2064), and mature in the principal amounts to be specified in a Supplemental Resolution to be adopted by the Governing Body (provided the principal of and interest in any Fiscal Year shall not in any event exceed a maximum of \$40 million), unless earlier called for redemption, (3) that mature on October 1 of the years to be specified in a Supplemental Resolution to be adopted by the Governing Body shall be Term Bonds, and (4) will be subject to optional and mandatory redemption prior to maturity as specified in a Supplemental Resolution to be adopted by the Governing Body (collectively, the “Parameters”); and

WHEREAS, the Original Bond Resolution further provides that (1) the Series 2024 Bonds are authorized to be sold by competitive sale, (2) a Notice of Sale and a Preliminary Official Statement be prepared and distributed to all securities dealers deemed to have an interest in purchasing all, but not a part of, the Series 2024 Bonds, and (3) once the bids are received for the sale of the Series 2024 Bonds pursuant to such Notice of Sale, the Mayor is authorized to accept the bid with the lowest total interest cost and the Governing Body will adopt a Supplemental Resolution ratifying the acceptance of the winning bid for the Series 2024 Bonds,

and setting forth, among other things, the final interest rates on, maturities, redemption provisions and principal amount of the Series 2024 Bonds, which interest rates and principal amounts shall be within the Parameters set forth in the Original Bond Resolution; and

WHEREAS, pursuant to an Official Notice of Sale with respect to the Series 2024 Bonds, dated June __, 2024 (the “2024 Notice of Sale”), circulated by the Consolidated Government, providing for receipt by the Consolidated Government of electronic bids submitted via PARITY for the purchase of the Series 2024 Bonds on June __, 2024, the Consolidated Government has received electronic bids submitted via PARITY for the purchase of the Series 2024 Bonds; and

WHEREAS, the 2024 Notice of Sale provided that the Series 2024 Bonds would be sold to the responsible bidder whose bid complies with the terms of the 2024 Notice of Sale and specifies interest rates and prices that would result in the lowest true interest cost to the Consolidated Government for the Series 2024 Bonds, and the bids were as follows:

Bidder

True Interest Cost Bid

; and

WHEREAS, the bid of the responsible bidder resulting in the lowest true interest cost to the Consolidated Government and within the parameters set forth in the Original Bond Resolution was submitted by _____ (the “Purchaser”), and a copy of such bid is attached to this Supplemental Bond Resolution as Exhibit A and incorporated herein by reference; and

WHEREAS, after due consideration it is deemed advisable and in the best interest of the Consolidated Government that the Series 2024 Bonds be sold to the Purchaser, the Purchaser having in all respects complied with the terms of the 2024 Notice of Sale; and

[Next 3 paragraphs included if refunding is economically beneficial] **WHEREAS**, the Financial Advisor has recommended, and the Consolidated Government concurs, that the Refunded Bonds shall consist of the Series 2012 Bonds maturing October 1, _____ through October 1, _____ and currently outstanding in the aggregate principal amount of \$ _____, and that such refunding of the Refunded Bonds should be accomplished by making due and legal provision for the redemption of the Refunded Bonds through payment of the principal and interest due on the Refunded Bonds on September __, 2024 (the “Redemption Date”); and

WHEREAS, the Original Bond Resolution provided for the creation of the 2012 Defeasance Account into which proceeds of the Series 2024 Bonds would be deposited and used to redeem the Refunded Bonds, if the refunding occurred; and

WHEREAS, the Financial Advisor has advised that it is economically beneficial to the Consolidated Government for the proceeds of the Series 2024 Bonds allocable to the refunding of the Refunded Bonds not be deposited into the 2012 Defeasance Account but instead be deposited, together with other available moneys, simultaneously with the issuance and delivery of the Series 2024 Bonds with U.S. Bank Trust Company, National Association (the “Escrow Agent”) and used to pay the cost of acquiring certain direct obligations of the United States of America (the “Direct Obligations”) and to provide an initial cash balance, which cash and Direct Obligations will be deposited in trust with the Escrow Agent under an Escrow Deposit Agreement, dated as of June 1, 2024 (the “Escrow Agreement”), among the Consolidated Government, the Escrow Agent and U.S. Bank Trust Company, National Association, as paying agent for the Refunded Bonds, and the cash and principal of and interest on the Direct Obligations will provide funds in the amounts required to refund all the Refunded Bonds as aforesaid, and will be used for that purpose, as hereinafter provided; and]

[**Alternative paragraph if no refunding: WHEREAS**, the Financial Advisor has recommended, that based on market conditions producing inadequate debt service savings, that none of the Series 2012 Bonds be refunded: and]

WHEREAS, the Governing Body also proposes to ratify the use and distribution of a Preliminary Official Statement, dated as of June __, 2024 (the “Preliminary Official Statement”) and authorize the execution, use and distribution of an Official Statement, dated the date hereof (the “Official Statement”) relating to the Series 2024 Bonds; and

WHEREAS, it is also proposed that the Governing Body approve the execution and delivery of a Paying Agent and Bond Registrar Agreement, dated as of June 1, 2024 (the “Series 2024 Paying Agent and Bond Registrar Agreement”), between the Consolidated Government and U.S. Bank Trust Company, National Association, as bond registrar and paying agent with respect to the Series 2024 Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission, and it is hereby resolved by authority of the same, as follows:

Section 1. Terms of the Series 2024 Bonds. The Series 2024 Bonds shall be designated “Augusta, Georgia Water and Sewerage [Refunding] [and] [Improvement] Revenue Bonds, Series 2024,” issued in a single series in the original aggregate principal amount of \$ _____, of which \$ _____ shall be applied to the Costs of the Series 2024 Project and \$ _____ shall be applied to the refunding of such Series 2012 Bonds described in the preambles of this Supplemental Resolution. The Series 2024 Bonds (a) shall mature on October 1 in in the years and amounts set forth on Exhibit B hereto, unless earlier called for redemption, (b) shall bear interest at the rates per annum set forth on Exhibit B hereto, computed on the basis of a 360-day year consisting of twelve 30-day months, payable on October 1, 2024, and semiannually thereafter on April 1 and October 1 of each year, and (c) shall be subject to

optional and mandatory redemption as set forth on Exhibit B hereto, which Exhibit B by this reference thereto is incorporated herein and hereby approved. Such terms of the Series 2024 Bonds are within the Parameters.

Section 2. Acceptance of Bid. The bid submitted by the Purchaser to purchase the Series 2024 Bonds, attached hereto as Exhibit A, is hereby accepted, and all other bids so received are hereby rejected, and the actions of the Mayor, for and on behalf of the Consolidated Government, are hereby ratified and approved relating to his earlier notification to all bidders of the acceptance and rejection of such bids by the Consolidated Government. The purchase price for the Series 2024 Bonds is equal to \$_____ (\$_____ plus net premium of \$_____ and less Purchasers' discount of \$_____). The Series 2024 Bonds shall, in due course, be delivered to the Purchaser against payment for the Series 2024 Bonds in accordance with the 2024 Notice of Sale and the Purchaser's bid accepted by the Consolidated Government.

Section 3. Authorization of Offering Documents. The use and distribution of the 2024 Notice of Sale and the Preliminary Official Statement is hereby ratified. The distribution, execution and delivery of the Official Statement are hereby authorized, ratified, confirmed and approved. The Official Statement shall be executed by the Mayor of the Consolidated Government. The Official Statement shall be in substantially the form as the Preliminary Official Statement presented at this meeting, subject to such changes, insertions or omissions as may be approved by the person executing the same, and the execution of the Official Statement shall be conclusive evidence of any such approval. The 2024 Notice of Sale, Preliminary Official Statement and the Official Statement are by this reference thereto spread upon the minutes.

Section 4. Authorization of the Escrow Agreement; Amendment of Original Bond Resolution with respect to the 2012 Defeasance Account. (a) The execution, delivery and performance of the Escrow Agreement are hereby authorized. The Escrow Agreement shall be executed by the Mayor of the Consolidated Government, and the Clerk of Commission may attest the same and the seal of the Consolidated Government may be impressed on the Escrow Agreement. The Escrow Agreement shall be in substantially the form which has been filed with the Consolidated Government, with such changes, insertions or omissions as may be approved by the persons executing the same, and the execution of the Escrow Agreement shall be conclusive evidence of such approval. The Escrow Agreement is by this reference thereto spread upon the minutes.

(b) The Original Bond Resolution is hereby amended to delete the definition of "2012 Defeasance Account" and references to the 2012 Defeasance Account in Sections 4.5 and 4.6 of the Original Bond Resolution and the forms of the provision of payment notice and redemption notice attached thereto shall be deemed to be references to the escrow account held under the Escrow Agreement.

Section 5. Application of the Proceeds of the Series 2024 Bonds. From the proceeds derived from the sale of the Series 2024 Bonds (\$_____), the following

payments shall be made, simultaneously with the issuance and delivery of the Series 2024 Bonds, to the extent and in the matter set forth herein and in the Original Bond Resolution:

- (a) The sum of \$_____ (or such other amount as shall be necessary) together with sinking fund accruals allocable to the Refunded Bonds and other available funds, shall be deposited into the escrow fund created under the Escrow Agreement and used to acquire Direct Obligations consisting of State and Local Government Series securities and establish an initial cash balance to be held under the terms of the Escrow Agreement and applied to the redemption of the Refunded Bonds by paying the principal of and interest due thereon on the Redemption Date;
- (b) \$_____, or such other amount as shall be necessary, shall be deposited to the Debt Service Reserve Account; and
- (c) The balance of the proceeds of the Series 2024 Bonds (\$_____ or such other remaining balance) shall be deposited to the Series 2024 Capital Improvement Account and used to pay the Costs of the Series 2024 Project, including the costs of issuance of the Series 2024 Bonds.

The release of any funds from the Debt Service Reserve Account in connection with the refunding of the Refunded Bonds or otherwise shall be applied to the refunding of the Refunded Bonds and as otherwise permitted under the Prior Resolution and the Original Bond Resolution. Notwithstanding the foregoing, if the Mayor of the Consolidated Government shall determine that a different application of funds is required to carry out the intent of the Original Bond Resolution, as supplemented by this Supplemental Bond Resolution, a different application of funds may be provided for in the authentication order to be delivered at the time of issuance of the Series 2024 Bonds.

Section 6. Authorization of Series 2024 Paying Agent and Bond Registrar Agreement and Depository Agreement. The execution, delivery and performance of the Series 2024 Paying Agent and Bond Registrar Agreement and, if required, the Depository Agreement, relating to the Series 2024 Capital Improvement Account (the “Depository Agreement”) are hereby authorized. The Series 2024 Paying Agent and Bond Registrar Agreement and Depository Agreement shall be executed by the Mayor of the Consolidated Government, and the Clerk of the Commission may attest the same. The seal of the Consolidated Government may be impressed on the Series 2024 Paying Agent and Bond Registrar Agreement and the Depository Agreement. The Series 2024 Paying Agent and Bond Registrar Agreement and the Depository Agreement shall be in substantially the form which has been filed with the Consolidated Government, subject to such changes, insertions or omissions as may be approved by the person executing the same, and the execution of the Series 2024 Paying Agent and Bond Registrar Agreement and the Depository Agreement shall be conclusive evidence of any such approval. The Series 2024 Paying Agent and Bond Registrar Agreement and Depository Agreement by this reference thereto are spread upon the minutes. The Consolidated Government hereby designates U.S. Bank Trust Company, National Association as depository of the Series 2024 Capital Improvement Account.

Section 7. Ratification of Original Bond Resolution. The Consolidated Government hereby confirms, ratifies, restates and reaffirms its representations, warranties, covenants and agreements and all of the terms, conditions and provisions of the Original Bond Resolution, as supplemented and amended by this Supplemental Bond Resolution. Except as expressly amended, modified or supplemented by this Supplemental Bond Resolution, the provisions of the Original Bond Resolution are to be read as part of this Supplemental Bond Resolution as though copied verbatim herein, and provisions of this Supplemental Bond Resolution shall be read as additions to and not as substitutes for or modifications of (except as specifically provided herein) the Original Bond Resolution.

Section 8. General Authority; Ratification of Prior Acts. Any officer of the Consolidated Government is hereby authorized to execute and deliver all other documents and certificates necessary to affect the transactions contemplated by this Supplemental Resolution and to make covenants on behalf of the Consolidated Government. All actions heretofore taken by the Governing Body and the officers and agents of the Consolidated Government directed toward the issuance and sale of the Series 2024 Bonds be and the same are hereby ratified, approved and confirmed.

Section 9. Repealing Clause. All resolutions or parts of resolutions of the Consolidated Government in conflict with this Supplemental Bond Resolution are, to the extent of such conflict, hereby repealed.

Section 10. Bond Resolution Constitutes a Contract. This Supplemental Resolution supplements and amends a contract with the Bondholders binding the Consolidated Government, and therefore it is proper and appropriate for the Mayor to execute the same on behalf of the Consolidated Government and for the Clerk of Commission to attest the same.

Section 11. Execution and Attestation of Documents. The Mayor Pro Tem may take any action, or execute any document, agreement or other writing, which the Mayor is authorized to execute and deliver pursuant to this Supplemental Resolution. An Assistant or Deputy Clerk of Commission may attest any execution of any document, agreement or writing by the Mayor or Mayor Pro Tem, in the same manner as the Clerk of Commission would be authorized to attest any such execution.

Section 12. Effective Date. This Supplemental Bond Resolution shall be effective immediately upon its adoption.

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this ____ day of June
2024.

AUGUSTA, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

By: _____
Clerk of Commission

EXHIBIT A
WINNING BID
(Attached)

EXHIBIT B

TERMS OF SERIES 2024 BONDS

<u>October 1</u> <u>of the Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
--	-------------------------	----------------------	--------------

Optional Redemption

The Series 2024 Bonds maturing on or after October 1, ____ are subject to redemption prior to their respective maturities at the option of the Consolidated Government, in whole or in part and in any order of maturities selected by the Consolidated Government (less than all such Series 2024 Bonds of a single maturity to be selected by lot in a manner as the Consolidated Government may determine), on any date on or after October 1, ____, from any moneys available therefor at a redemption price equal to the principal amount of the Series 2024 Bonds to be redeemed, plus accrued interest to the redemption date.

Mandatory Redemption

The Series 2024 Bonds maturing on October 1, ____ are subject to mandatory sinking fund redemption prior to their maturity on October 1 in the years and amounts set forth below, at a redemption price of par, plus accrued interest (the October 1, ____ amount to be paid rather than redeemed):

YearAmount

At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date, the Consolidated Government may (a) receive a credit with respect to its scheduled mandatory redemption obligation for any Series 2024 Bonds subject to scheduled mandatory redemption which are delivered to the Paying Agent for cancellation and not theretofore applied as a credit against a scheduled mandatory redemption obligation or (b) receive a credit with respect to its scheduled mandatory redemption obligation for any Series 2024 Bonds which prior to said date have been redeemed (otherwise than through scheduled mandatory redemption) and canceled by the Paying Agent and not theretofore applied as a credit against said scheduled mandatory redemption obligation. Each Series 2024 Bond so delivered or previously redeemed shall be credited by the Paying Agent, at the principal amount thereof, to the obligation of the Consolidated Government on such scheduled mandatory redemption date and the principal amount of the Series 2024 Bonds to be redeemed by operation of such scheduled mandatory redemption on such date shall be accordingly reduced.

CLERK'S CERTIFICATE

The undersigned Clerk of Commission of Augusta, Georgia DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the Supplemental Series 2024 Bond Resolution adopted by the Augusta-Richmond County Commission (the "Commission") on June ___, 2024 at a meeting that was duly called and assembled and that was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby certify that the Mayor, _____, and the following members of the Commission were present at such meeting:

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye ___ Nay ___

WITNESS my hand and the official seal of Augusta, Georgia, this _____ day of June, 2024.

(SEAL)

Clerk of Commission



Public Safety

Meeting Date: June 11, 2024

Motion to Approve Bid Item 24-189 Disposal of Forfeited or Abandoned Firearms for the Sheriff's Office

Department:	Richmond County Sheriff's Office
Presenter:	Shelia White
Caption:	Motion to Approve Bid Item 24-189 Disposal of Forfeited or Abandoned Firearms for the Sheriff's Office to Century Arms in the amount of \$267,518.00
Background:	Bid for the sale of abandoned firearms was held on Wednesday May 15, 2024. Three (3) vendors responded. Century Arms was the most responsive bidder with a bid in the amount of \$267,518.00.
Analysis:	The Richmond County Sheriff's Office plans to use this funding for Capital Equipment, Capital Projects, Equipment, Building Improvements and Supplies.
Financial Impact:	Receive a sale price of \$267,518.00 for abandoned and forfeited firearms
Alternatives:	None
Recommendation:	Richmond County Sheriff's Office recommends approval for sale to Century Arms in the amount of \$267,518.00
Funds are available in the following accounts:	Request the funds be split between and credited to the Sheriff's Office operating and capital accounts
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed bids will be received at this office until **Wednesday, May 15, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: 829 9347 1005; Passcode: 24189 for furnishing:

Bid Item #24-189 Disposal of Forfeited or Abandoned Firearm for Augusta, GA – Sheriff's Office

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

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

Bid documents may be 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 mandatory Pre-Bid Conference will be held on Tuesday, April 30, 2024 @ 10:00 a.m. in Procurement Department, 535 Telfair Street, Room 605. Bidder must be a Federally Licensed Firearms Dealer, Collector, Importer, or Manufacturer under the provisions of U.S.C. Section 921, et seq., and Chapter 16 of Title 43 and who are authorized to receive such firearms under the terms of the license. A current Federal License must be presented at the mandatory pre-bid conference and as a part of the bid package when submitted. A mandatory Site Visit will follow the pre-bid conference.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, May 1, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

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.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle April 4, 11, 18, 25, 2024
Metro Courier April 4, 2024

Revised: 3/22/21



**Bid Item #24-189 Disposal of Forfeited or Abandoned Firearms
for Augusta, GA - Sheriff's Office**

Bid Date: Wednesday, May 15, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 21		
Total Number Specifications Download (Demandstar): 4		
Total Electronic Notifications (Demandstar): 21		
Mandatory Pre-Bid Conference Attendees: 5		
Local Vendors: 0		
Total packages submitted: 3		
Total Noncompliant: 0		
Vendors	Century Arms 236 Bryce Blvd. Georgia, VT 05454	King's Firearms, LLC 503 N. Garden St. Columbia, TN 38401
Attachment "B"	YES	YES
Addendum 1	YES	YES
E-Verify Number	722261	2444025
SAVE Form	YES	YES
Federal License Number Provided	6-03-011-07-6H-33217	1-62-119-01-6B-09339
Lump Sum Price	\$267,518.00	\$252,745.00
		\$152,030.00



RICHMOND COUNTY SHERIFF'S OFFICE

Item 25.

Sheriff Richard Roundtree

Law Enforcement Center

400 Walton Way

Augusta, GA 30901

Phone: 706.821.1000 Fax: 706.821.1064

May 17, 2024

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

REF: Bid Item 24-189 Disposal of Forfeited or Abandoned Firearms for the Sheriff's Office

Dear Ms. Geri Sams,

The Richmond County Sheriff's Office accepts the bid submitted by Century Arms of \$267,518.00 submitted for Bid Item #24 - 189.

Sincerely,

A handwritten signature in blue ink, appearing to be "R. Roundtree", is written over a horizontal line.

Richard Roundtree, Sheriff
Richmond County Sheriff's Office
400 Walton Way
Augusta, Ga. 30901
Phone: 706-821-1068

cc: Darrell White, Procurement Department

KINGS FIREARMS LLC
505 NORTH GARDEN STREET
COLUMBIA, TN 38401

GT DISTRIBUTORS
100 MCFARLAND AVENUE
ROSSVILLE, GA 30741

SMYRNA POLICE DISTRIBUTORS
2295 S COBB DR
SMYRNA, GA 30080

CENTURY INTERNATIONAL ARMS
430 SOUTH CONGRESS AVE STE 1A
DELRAY BEACH, FL 33445

ED'S PUBLIC SAFETY
4431 NORTH HENRY BLVD.
STOCKBRIDGE, GA 30281

DURY'S GUN SHOP
819 HOT WELLS BOULDEARD
SAN ANTONIO, TX 78223

SOUTHEASTERN ARMORY
2745 WASHINGTON RD,
AUGUSTA, GA 30909

CLYDE ARMORY
4800 ATLANTA HWY
ATHENS, GA 30606

ATLANTIC FIREARMS
10337 BUNTING TD.
BISHOPVILLE, MD 21813

CLASSIC FIREARMS
PO BOX 125
INDIAN TRAIL, NC 28079

MB DEFENSE SOLUTIONS, CORP
351 FURY FERRY RD
MARTINEZ, GA 30907

GEORGIA GUN AND AMMO
65 SPARKS DR
HIRAM, GA 30141

GEORGIA GUN STORE
130 JON W MORROW JR PKWY STE C
GAINSVILLE, GA 30501

CHUCKS'S FIREARMS
761 MIAMI CIR NE A
ATLANTA, GA 30324

LARRY'S GUNS AND AMMO LLC
1982 JEFFERSON DAVIS HWY
GRANITEVILLE, SC 269829

FLORIDA SHORE FIREARMS LLC
1231 S US HWY 17 92
LONGWOOD, FL 32750

CENTURY INTERNATIONAL ARMS INC
ATTN: PHIL BURNOR
236 BRYCE BLVD
FAIRFAX, VT 05454

BULLSEYE INDOOR RANGE & GUN SHOP
ATTN: JEREMY POWELL
221 WEST CROGAN STREET
LAWRENCEVILLE, GA 30046

BAY'S FIREARMS AND RANGE
522 EGEFIELD RD
BELVEDERE, SC 29841

SIERRA AUCTION
3570 GRAND AVE
PHOENIX, AZ 85019

POLICETRADES.COM
ATTN: SCOTT REED
1734 CLARKSON ROAD
CHESTERFIELD, MO 63017
(RETURNED MAIL)

SHELIA B. WHITE
SHERIFF'S OFFICE

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM #24-189
DISPOSAL OF FORFEITED OR ABANDONED
FIREARMS
FOR AUGUSTA GA-SHERIFF'S OFFICE
BID DATE WED, 5/15/2024 @ 11:00 A.M.

BID ITEM# 24-189
DISPOSAL OF FORFEITED OR ABANDONED
FIREARMS
FOR AUGUSTA GA-SHERIFF'S OFFICE
MAIL OUT DATE 04/05/2024

Planholders

Add Supplier

Export To Excel

Supplier (4)

Supplier 

Download Date

Dana Safety Supply | Operating as Southern Public Safety Equipment & Southern Firearms

05/02/2024

Dodge Data

04/05/2024

In Touch Reno LLC

04/29/2024

Onvia, Inc. - Content Department

04/05/2024

Add Supplier

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, April 5, 2024 12:09 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000050

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2024-000000050

Event Title: 24-189 Disposal of Forfeited or Abandoned Firearms

Event Type: Non-State Agency

Process Log
2024/04/05 12:08:17 : Log starts for - 10834809 - EVENT_RELEASE_TO_SUPL
2024/04/05 12:08:19 : Email Process Log for the Event#: PE-72155-NONST-2024-000000050
2024/04/05 12:08:19 : Email Batch# 2404057889
2024/04/05 12:08:19 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/04/05 12:08:38 : Total No of Contacts found for sending Email: 47
2024/04/05 12:08:38 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000050&sourceSystemType=gpr20>

04/05/2024 12:08:38 PM

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

Request for Proposals

Request for Proposals will be received at this office until Wednesday, September 20, 2023 @ 3:00 p.m. via ZOOM Meeting ID: 856 8011 4217; Passcode: 416326 for furnishing:

RFP Item #23-186 On-Call Construction and Maintenance Services for Augusta, GA – Parks and Recreation Department

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

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

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

Pre-Proposal Conference will be held on Tuesday, September 5, 2023 @ 2:00 p.m. Via Zoom – Meeting ID: 817 0770 3458; Passcode: 210348.

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, September 6, 2023 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of ninety (90) days after RFPs have been opened, pending the execution of contract with the successful Proposer(s).

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle August 10, 17, 24, 31, 2023
Metro Courier August 10, 2023

Revised: 3/22/21



**RFP Item # 23-186 On-Call Construction Services
for Augusta, GA – Parks and Recreation Department
RFP Date: Tuesday, September 20, 2023 @ 3:00 p.m. Via ZOOM**

**Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 13
Total Electronic Notifications (Demandstar): 474
Georgia Procurement Registry: 1231
Total packages submitted: 12
Total Noncompliant: 0**


VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Original	Copies 7	Fee Proposal
ACC Restoration, LLC 3026 Deans Bridge Rd Augusta, GA 308906	Yes	Yes	1803430	Yes	Yes	Yes	Yes
Contract Management, Inc. 1829 Killingsworth Road Augusta, GA 30904	Yes	Yes	225306	Yes	Yes	Yes	Yes
Gold Mech, Inc. 1559 Broad Street Augusta, GA 30904	Yes	Yes	181543	Yes	Yes	Yes	Yes
Horizon Construction & Associates, Inc. P. O. Box 798 Evan, GA 30809	Yes	Yes	229921	Yes	Yes	Yes	Yes
Larry L. McCord, LLC Design Build 2016 Highland Avenue Augusta, GA 30904	Yes	Yes	469967	Yes	Yes	Yes	Yes



**RFP Item # 23-186 On-Call Construction Services
for Augusta, GA – Parks and Recreation Department
RFP Date: Tuesday, September 20, 2023 @ 3:00 p.m. Via ZOOM**

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VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Original	Copies 7	Fee Proposal
LEP Contracting, LLC 2917 Foxhall Circle Augusta, GA 30907	Yes	Yes	1512510	Yes	Yes	Yes	Yes
M&C Lawn Care & Maintenance Services, LLC 3955 Wrightsboro Rd. Ste. C Augusta, GA 30909	Yes	Yes	1661291	Yes	Yes	Yes	Yes
Pamela's Plumbing, LLC 4096 Business Park Ct. Evans, GA 30809	Yes	Yes	2258758	Yes	Yes	Yes	Yes
R. E. Shearer Construction Co., Inc. 106 South Belair Rd Martinez, GA 30907	Yes	Yes	249402	Yes	Yes	Yes	Yes
Sector One, Inc. 1904 Kings Grant Dr Augusta, GA, 30906	Yes	Yes	1582635	Yes	Yes	Yes	Yes



RFP Item # 23-186 On-Call Construction Services
for Augusta, GA – Parks and Recreation Department
RFP Date: Tuesday, September 20, 2023 @ 3:00 p.m. Via ZOOM

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VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Original	Copies 7	Fee Proposal
TEJ Construction, Inc. 692 Woodward Lake Rd. Trenton, SC 29847	Yes	Yes	1707821	Yes	Yes	Yes	Yes



2027 Lumpkin Road
Augusta, GA 30906


Memorandum

TO: Geri A. Sams, Director – Procurement

FROM: Maurice D. McDowell, Director – Parks & Recreation


DATE: January 19, 2024


SUBJECT: On-Call Contractors – Award and Negotiation



The Augusta Parks and Recreation Department (APRD) has reviewed and analyzed RFP #23-186, On-Call Construction and Maintenance Services. There were twelve (12) firms that submitted, and we determined that all qualify to procure services with APRD. With the approval and permission of the Procurement Department, APRD recommends awarding contracts to all twelve (12) firms pending successful unit price negotiation.

Please see unit prices attached for negotiation. Again, thank you for you and your staff's support for this project. Please let us know our next steps.

<div><div></div><div>Evaluation Sheet RFP Item # 23-186 On-Call Construction Services for Augusta, GA – Parks and Recreation Department RFP Date: Tuesday, September 20, 2023 @ 3:00 p.m. Via ZOOM Evaluation Date: Thursday, October 5, 2023 @ 10:00 a.m. via ZOOM</div></div>														
Vendors			ACC Restoration, LLC 3026 Deans Bridge Rd Augusta, GA 308906	Contract Management, Inc. 1829 Killingsworth Road Augusta, GA 30904	Gold Mech, Inc. 1559 Broad Street Augusta, GA 30904	Horizon Construction & Associates, Inc. P. O. Box 798 Evan, GA 30809	Larry L. McCord, LLC Design Build 2016 Highland Avenue Augusta, GA 30904	LEP Contracting, LLC 2917 Foxhall Circle Augusta, GA 30907	M&C Lawn Care & Maintenance Services, LLC 3955 Wrightsboro Rd. Ste. C Augusta, GA 30909	Pamela's Plumbing, LLC 4096 Business Park Ct. Evans, GA 30809	R. E. Shearer Construction Co., Inc. 106 South Belair Rd Martinez, GA 30907	Sector One, Inc. 1904 Kings Grant Dr Augusta, GA, 30906	TEJ Construction, Inc. 692 Woodward Lake Rd. Trenton, SC 29847	Vertex Roofing 4715 Augusta Rd. Beech Island, SC 29842
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)											
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)											
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	15	4.0	4.3	4.7	3.3	4.3	3.7	4.3	4.7	4.7	4.7	4.7	5.0
3. Organization & Approach	(0-5)	20	3.3	4.7	4.7	3.3	4.3	3.7	4.3	4.7	4.7	4.7	4.7	5.0
4.Scope of Services Experience and approach to the requested services to include details on the following items. a. Description of the contractor's area of expertise, organizational structure, location of principal offices, number of personnel available to perform the work, employee qualifications. b. Names of any sub-contractors to be utilized, along with their relevant experience and work resumes, contractor licensing, and insurances. Degree to which each proposal submittal responds to the needs of APRD and this request (approach responsiveness, preciseness, thoroughness, etc.) c. Evidence of the ability to provide services in a prompt, thorough, and professional manner to include workload capacity and availability of staff on an on-call basis. d. Experience, reputation, and backgrounds of those who will be providing services. e. Relevant experience and work resumes, contractor licensing, and insurances.	(0-5)	20	4.0	4.3	5.0	3.3	4.7	3.7	4.0	4.7	4.0	4.7	4.3	4.3
5.Financial Stability	(0-5)	5	4.7	4.7	4.3	3.7	4.3	17.3	4.7	4.7	4.3	4.0	4.3	4.3
6. References	(0-5)	5	4.3	4.3	5.0	3.7	4.3	2.3	4.0	4.3	4.3	4.0	4.0	4.7
4														
Within Richmond County	5	10	5.0	5.0	5.0		5.0	5.0	5.0			5.0		
Within CSRA	5	6				5.0				5.0	5.0			5.0
Within Georgia	5	4											5.0	
Within SE United States (includes AL, TN, NC, SC, FL)	5	2												
• All Others	5	1												
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			25.3	27.3	28.7	22.3	27.0	35.7	26.3	28.0	27.0	27.0	27.0	28.3
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
8. Presentation by Team	(0-5)	10												
9. Q&A Response to Panel Questions	(0-5)	5												
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)														
Lowest Fees	5	10												
Second	5	6												
Third	5	4												
Forth	5	2												
Fifth	5	1												
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)														
Total Cumulative Score (Maximum point is 500)			25.3	27.3	28.7	22.3	27.0	35.7	26.3	28.0	27.0	27.0	27.0	28.3
Areas of Discipline			ALL	ALL	1,3-10, 12-29, 31-41	ALL	1-10, 12-41	3-4, 7-8,12-17, 30-31, 38-39	ALL	22	5-10, 12-19, 22-25, 38-39	15-17, 28-29, 34-35, 40-41	1-2, 5-6, 9-10, 12-23, 26-27, 36-37	5-6, 14-21, 26-27
Internal Use Only														
Evaluator: Cumulative Date: 10/4/23														
Procurement DepartmentRepresentative:____Nancy Williams_____														
Procurement Department Completion Date: 10/4/23														

<div><div></div><div>Evaluation Sheet RFP Item # 23-186 On-Call Construction Services for Augusta, GA – Parks and Recreation Department RFP Date: Tuesday, September 20, 2023 @ 3:00 p.m. Via ZOOM Evaluation Date: Thursday, October 5, 2023 @ 10:00 a.m. via ZOOM</div></div>												
Vendors	ACC Restoration, LLC 3026 Deans Bridge Rd Augusta, GA 308906	Contract Management, Inc. 1829 Killingsworth Road Augusta, GA 30904	Gold Mech, Inc. 1559 Broad Street Augusta, GA 30904	Horizon Construction & Associates, Inc. P. O. Box 798 Evan, GA 30809	Larry L. McCord, LLC Design Build 2016 Highland Avenue Augusta, GA 30904	LEP Contracting, LLC 2917 Foxhall Circle Augusta, GA 30907	M&C Lawn Care & Maintenance Services, LLC 3955 Wrightsboro Rd. Ste. C Augusta, GA 30909	Pamela's Plumbing, LLC 4096 Business Park Ct. Evans, GA 30809	R. E. Shearer Construction Co., Inc. 106 South Belair Rd Martinez, GA 30907	Sector One, Inc. 1904 Kings Grant Dr Augusta, GA, 30906	TEJ Construction, Inc. 692 Woodward Lake Rd. Trenton, SC 29847	Vertex Roofing 4715 Augusta Rd. Beech Island, SC 29842
Evaluation Criteria	Weighted Scores											
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	60.0	65.0	70.0	50.0	65.0	55.0	65.0	70.0	70.0	70.0	70.0	75.0
3. Organization & Approach	66.7	93.3	93.3	66.7	86.7	73.3	86.7	93.3	93.3	93.3	93.3	100.0
4.Scope of Services Experience and approach to the requested services to include details on the following items. a. Description of the contractor’s area of expertise, organizational structure, location of principal offices, number of personnel available to perform the work, employee qualifications. b. Names of any sub-contractors to be utilized, along with their relevant experience and work resumes, contractor licensing, and insurances. Degree to which each proposal submittal responds to the needs of APRD and this request (approach responsiveness, preciseness, thoroughness, etc.) c. Evidence of the ability to provide services in a prompt, thorough, and professional manner to include workload capacity and availability of staff on an on-call basis. d. Experience, reputation, and backgrounds of those who will be providing services. e. Relevant experience and work resumes, contractor licensing, and insurances.	80.0	86.7	100.0	66.7	93.3	73.3	80.0	93.3	80.0	93.3	86.7	86.7
5.Financial Stability	23.3	23.3	21.7	18.3	21.7	86.7	23.3	23.3	21.7	20.0	21.7	21.7
6. References	21.7	21.7	25.0	18.3	21.7	11.7	20.0	21.7	21.7	20.0	20.0	23.3
Within Richmond County	50.0	50.0	50.0	0.0	50.0	50.0	50.0	0.0	0.0	50.0	0.0	0.0
Within CSRA	0.0	0.0	0.0	30.0	0.0	0.0	0.0	30.0	30.0	0.0	0.0	30.0
Within Georgia	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	0.0
Within SE United States (includes AL, TN, NC, SC, FL)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
• All Others	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	301.7	340.0	360.0	250.0	338.3	350.0	325.0	331.7	316.7	346.7	311.7	336.7
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)												
8. Presentation by Team	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)												
Lowest Fees	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Second	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Third	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Forth	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Fifth	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)												
Total Cumulative Score (Maximum point is 500)	301.7	340.0	360.0	250.0	338.3	350.0	325.0	331.7	316.7	346.7	311.7	336.7
Areas of Discipline	ALL	ALL	1,3-10, 12-29, 31-41	ALL	1-10, 12-41	3-4, 7-8,12-17, 30-31, 38-39	ALL	22	5-10, 12-19, 22-25, 38-39	15-17, 28-29, 34-35, 40-41	1-2, 5-6, 9-10, 12-23, 26-27, 36-37	5-6, 14-21, 26-27
Internal Use Only												
Evaluator: Cumulative Date: 10/4/23												
Procurement DepartmentRepresentative:___Nancy Williams_____												
Procurement Department Completion Date: 10/4/23												



Meeting Name

Meeting Date: 6/11/24 PUBLIC SAFETY COMMITTEE MEETING

CACJ FY 25 AUGUSTA JUDICIAL CIRCUIT ADULT FELONY DRUG COURT, VETRANS COURT, AND MENTAL HEALTH COURT OPERATING GRANT

Department:	SUPERIOR COURT
Presenter:	PAIGE FORD
Caption:	Motion to approve acceptance of the CACJ FY25 Adult Felony Drug Court, Veterans Court, and Mental Health Court Operating Grant in the amount of \$624,552 with a \$110,215 match amount.
Background:	The Augusta Judicial Circuit Adult Felony Drug Court Veterans Court and Mental Health Court was awarded the CACJ Operating Grant for FY25. The match on the initial new grant proposal was calculated wrong, the correct match amount is \$110,215.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	Will budget in fund 220. Match funds in the amount of \$101,843 are available in 101021112/5111110 to pay the Director's salary and benefits. Match funds are also available in the amount of \$8,372 in 205021111-5212117 to cover supplies and equipment. TOTAL MATCH AMOUNT OF \$110,215.
<u>REVIEWED AND APPROVED BY:</u>	N/A

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

Item 26.

State of Georgia

SUBGRANT AWARD

SUBGRANTEE: Richmond County

IMPLEMENTING

AGENCY: Augusta/Richmond County

PROJECT NAME: Adult Felony Drug Courts

SUBGRANT NUMBER: J25-8-004

FEDERAL FUNDS: \$ 624,552

MATCHING FUNDS: \$ 110,215

TOTAL FUNDS: \$ 734,767


GRANT PERIOD: 07/01/24-06/30/25

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2024.

AGENCY APPROVAL

SUBGRANTEE APPROVAL


Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/24

Signature of Authorized Official Date
MAYOR GARNETT L. JOHNSON

Typed Name & Title of Authorized Official
58-2204274-004
Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/24	9		**	J25-8-004
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT	331
1	Adult Felony Drug Courts	624.41	\$ 624,552	

AUGUSTA, GEORGIA

New Grant Proposal/Application

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

Proposal Project No. Project Title

PR000484 SUPERIOR CACJ FY25 OPERATING GRANT ADULT FELONY DRUG COURT

Requesting grants funds offered by the Criminal Justice Coordinating Council for the operation of out Adult Felony Drug Court, Mental Health Court, and Veterans Court Programs. Cash Match 15% funding source 101021112-5111110- Victoria Ford's Salary and benefits. EEO required: No/ EEO Department notified: No

Start Date: 07/01/2024

End Date: 06/30/2025

Submit Date: 02/21/2024

Department: 027

Superior Court

Cash Match?

Y

Total Budgeted Amount: 718,236.00

Total Funding Agency:

624,553.00

Total Cash Match: 93,683.00

Sponsor: GM0012

Criminal Justice Coord Co

Sponsor Type: S

State

Purpose: 5

Drug Courts

Flow Thru ID:

Type	ID	Name	Contacts	Phone
I	GMI028	Victoria Ford		(709)823-4424

Type	By	Date
FA	D. CRAIG	02/22/2024

Approvals

Dept. Signature:

Grant Coordinator Signature:

MJC 2/26/2024

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

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

☐ Deny the request

Deputy Finance Director

Date

2/27/2024

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

☐ Approve the Department Agency to move forward with the application

☐ Deny the request

DE Administrator

Date

2/29/24

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

User: VF15860 - Victoria Ford

Page

Report: GM1000_PROPOSAL - GM1000: Grants Management: 1

Current Date: 02/21/2024

Current Time: 16:13:41



Meeting Name

Meeting Date: June 11, 2024

FY25StateCourtDUI&Veterans Court

Department:	State Court
Presenter:	Crystal Page
Caption:	Motion to Approve FY25 CJCC Grant Funds for State Court DUI & Veterans Court
Background:	State Court received approval to apply for FY25CJCC Grant Funds to assist with operational cost for the DUI & Veterans Accountability Court Program. Grant funds were awarded, and State Court is requesting approval to receive these grant funds. State Court has consistently received these grant funds from CJCC since 2012.
Analysis:	None
Financial Impact:	Receipt of Grant funds requires an 18% cash match. Accountability Court Coordinator's salary will be used to satisfy match requirement.
Alternatives:	None
Recommendation:	Approve
Funds are available in the following accounts:	Budgeted in 220022638, match fund is from 204000000-3343124
<u>REVIEWED AND APPROVED BY:</u>	N/A

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

REFERENCE NO.: 01

Item 27.

State of Georgia

SUBGRANT AWARD

IBGRANTEE: Richmond County

IMPLEMENTING

AGENCY: Augusta/Richmond County

OBJECT NAME: Driving Under the Influence

IBGRANT NUMBER: A25-8-018

FEDERAL FUNDS: \$ 147,087

MATCHING FUNDS: \$ 25,957

TOTAL FUNDS: \$ 173,044


GRANT PERIOD: 07/01/24-06/30/25

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2024.

AGENCY APPROVAL

SUBGRANTEE APPROVAL


Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/24

Signature of Authorized Official Date

Garnett L. Johnson
Mayor, Augusta-Richmond County

Typed Name & Title of Authorized Official

58-2204274-004

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/24	9		**	A25-8-018
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				
ITEM CODE	DESCRIPTION 25 CHARACTERS				EXPENSE ACCT	AMOUNT	
1	Driving Under the Influence				624.41	\$ 147 087	

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CRIMINAL JUSTICE COORDINATING COUNCIL
State of Georgia – Accountability Courts

FY25 SPECIAL CONDITIONS

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.
Initials CP
2. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request is accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. This initial SAR is part of the grant activation process and enables the CJCC to initiate the grant. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.
Initials CP
3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.
Initials CP
4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.
Initials CP
5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.
Initials CP
6. Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1st and 2nd quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter.
Initials CP
7. This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports (SERs) are due 15 days after the end of the reporting period. SERs may be submitted monthly. SER submissions must be accurate and complete. Subgrantees should not submit incomplete SERs. Incomplete SERs will be considered late, and a 10% penalty will be assessed after expiration of a 10-day grace period. A failure to follow SER procedures outlined in these conditions and in the CACL Rules may subject a court to rescission of a grant award as outlined in Article 4 of the Rules.
Initials CP

8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.
Initials CP
9. Statistical and/or evaluation data describing project performance must be submitted to Council of Accountability Court Judges (CACJ) on a quarterly basis using the proscribed format provided to the Subgrantee. Failure to submit all requested data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.
Initials CP
10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council and the Council of Accountability Court Judges will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.
Initials CP
11. If your court uses a CSB/DBHDD enrolled provider for treatment and receives specific contracted funds for mental health and/or addictive disease treatment court services, these funds have been awarded provisionally. Prior to use, the court must meet with the CSB/DBHDD enrolled provider to determine what services are billable and are not being provided. These funds should only be applied to services that are not billable by the CSB/DBHDD enrolled provider. The court should work to enter into an agreement with the CSB/DBHDD enrolled provider that outlines billable and non-billable services.
Initials CP
12. All drug, veteran, mental health, family, and DUI courts must use a validated assessment tool approved by the Council of Accountability Court Judges. All courts are required to use evidence-based treatment modalities.
Initials CP
13. Subgrantees must comply with the training requirements as determined by the Council of Accountability Court Judges. All evidence-based training attendees will be required to sign and submit the CACJ Training Acknowledgement & Agreement Form upon registering for CACJ supported training sessions. The court shall implement the evidence-based treatment within 60 days of the training attendee achieving certification.
Initials CP
14. All evidence-based training attendees that achieve certification are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs.
Initials CP

SUBGRANT NUMBER:**SPECIAL CONDITIONS**

Item 27.

15. Subgrantees in receipt of funds to support participant treatment are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs
Initials CP
16. Subgrantees in receipt of funds to support internally provided, grant supported, evidence-based trainings must comply with the following: notify the CACJ of scheduled training sessions; enter into agreements with qualified evidence-based facilitators; submit a CACJ Training Acknowledgement & Agreement Form for each attendee to the CACJ prior to the start of training session; and provide the CACJ with documentation of each attendee achieved certification.
Initials CP
17. CACJ may designate preferred vendors or suppliers of products or services that are either on state contract or with which the CACJ has an agreement or contract in place. Subgrantees may be required to utilize such contracts or agreements for designated products or services or be required to justify that their purchases are less costly.
Initials CP
18. All subgrantee programs are subject to the jurisdiction of the Funding Committee of the CACJ by their acceptance a CACJ-awarded grant. Failure to comply with any of the special conditions contained within this document, by the authorized official, project officials, agents, and/or employees of this grant, will subject the program to the enforcement procedures outlined in Article 4 of CACJ Rules.
Initials CP
19. Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges.
Initials CP
20. Medication-Assisted Treatment (MAT) is the use of medications in combination with counseling and behavioral therapies and is an effective treatment for substance use disorders (SUD), including opioid use disorders (OUD). The Americans with Disabilities Act (ADA) protects persons with OUD and SUD from discrimination for using lawfully prescribed medication. Subgrantees agree not to prohibit a program participant from accessing MAT services or from using lawfully prescribed MAT medication. This condition only applies to adult program participants.
Initials CP
21. Subgrantees must abide by the Rules of the Council of Accountability Court Judges. Subgrantees are responsible for obtaining the current version of the Rules and ensuring that program activities operate in compliance with the Rules. The Rules, in their entirety, are incorporated herein by reference and compliance with the Rules is a condition of this grant. A failure to comply with the Rules may result in a referral to Section VIII of Article 4 of the Rules governing recission of grant awards after violations of special conditions or a referral under Article 8 governing compliance with the Rules, state standards, and Georgia law.
Initials CP
22. The grantee acknowledges that funds provided under this grant award are state-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than July 15, 2025. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by June 15, 2025 or risk losing access to those funds.

SUBGRANT NUMBER:

SPECIAL CONDITIONS

Item 27.

Initials CP

23. All services must be rendered to the Court before payment is made. If it is found that a Court/County made an advance payment, those funds may be required to be repaid to CJCC.

Initials CP

24. Subgrantees must comply with the training attendance requirements as determined by the Council of Accountability Court Judges and as required by Article 10 of the CACJ Rules. Attendees will be informed of additional training attendance requirements during the training registration process for each training. CACJ expects that everyone who registers for training will be able to attend that training. To be good stewards of state funds, attendees must cancel training reservations as soon as a conflict, illness, or other circumstance arises that prevents them from attending the training. It is understood by CACJ that emergency situations occur. Emergency situations are considered the exception but not the rule. If these requirements are not met, any expenses incurred by CACJ may be de-obligated from the subgrantee in the form of a fee or other penalty. Funds de-obligated due to noncompliance with a training requirement will be retained by CACJ to be managed by the CACJ Funding Committee.

Initials CP

25. The subgrantee agrees that all personnel charging time to this grant must maintain timesheets documenting hours for all work performed for pay, including both grant-related and non-grant related work activities. This includes work performed that is unrelated to an accountability court.

Initials CP

26. The subgrantee understands and agrees that payments made by CJCC do not constitute final approval of submitted expenditures. Subsequent reviews, audits, or examinations may identify expenses that fall outside the grant scope or rules. In such cases, the subgrantee may be required to repay those funds.

Initials CP

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Authorized Official Signature

Date

Print Authorized Official Name

Title

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #:

Item 27.

REQUEST DATE: 6/3/24

SUBGRANTEE: Richmond County

SUBGRANT #: A25-8-018

PROJECT NAME: Driving Under the Influence

NATURE OF ADJUSTMENT:

mark all that apply.

adjustments of each type
shown should be entered
in the section indicated.

☒ REVISED BUDGET Go To SECTION I
☐ PROJECT PERIOD AND/OR EXTENSION. Go To SECTION II
☐ PROJECT OFFICIALS/ADDRESSES. . . Go To SECTION III
☐ PROJECT PERSONNEL. Go To SECTION III
☐ GOALS AND OBJECTIVES Go To SECTION III
☐ OTHER. Go To SECTION III

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	\$ 173,044	-112,847	112,847
EQUIPMENT	0	0	0
SUPPLIES	0	+ 56,699	56,699
TRAVEL	0	+3,498	+3,498
PRINTING	0	0	0
OTHER	0	0	0
TOTAL	\$ 173,044		173,044
Federal	\$ 147,087		147,087
Match	\$ 25,957		25,957

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD	REQUESTED GRANT PERIOD	FOR EXTENSION,
Start Date: 07/01/24	Start Date: _____	# OF MONTHS: _____
End Date: 06/30/25	End Date: _____	

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

None

CONTINUED ON NEXT PAGE

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: 6/3/24

UBGRANTEE: Richmond County

SUBGRANT #: A25-8-018

PROJECT NAME: Driving Under the Influence

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

Request to move grant funds as follows:

Personnel - \$86,890
Supplies - 56,699 (Drug Testing Assays)
Travel - 3,498

Total - \$147,087

Match Requirement = \$25,957 (Personnel category - Coordinators salary)

Total = \$173,044

SUBMITTED BY:

Crystal A. Page
Signature of Financial Officer or Project Director

Coordinator

Title

6/3/24

Date

CC ROUTING AND APPROVALS:

Approval

Disapproval

Reviewer Signature

Reviewed By:

Authorized By:

FY25 Operating Grant Budget Detail Award

Court Name

Richmond County DUI and Veterans Court

A25-8-018

Budget Worksheet Category	Line Item	Total Budgeted
Personnel	Case Manager 38,902.00	\$86,890
	CM Benefits 14,803.00	
	LEO/Surveillance 15,480.00	
	LEO Benefits 2,137.00	
	LEO/Surveillance 13,680.00	
	LEO Benefits 1,888.00	
	LEO/Surveillance 0.00	
	LEO Benefits 0.00	
Contract Services	Lab Tech/Collector 0.00	\$0
Drug Testing Supplies	Reagents "Typical" 46,199.45	\$56,699
	Reagents "Synthetic" 10,499.80	
Supplies /Other Costs		\$0
Equipment		\$0
In State Training and Travel	2024 CACJ Conference 3,498.12	\$3,498
Transportation Funding		\$0
Total Budget:		\$147,087

Match:

\$25,957

CACJ Funding Committee Notes: None.

Grand Total: \$173,04

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: Augusta-Richmond County DUI & Veterans Court

PROJECT TITLE: Driving Under the Influence

GRANT NUMBER: A25-8-018

☐ Mr.

☒ Ms.

Crystal A. Page

PROJECT DIRECTOR NAME (Type or Print)

Accountability/State Court Coordinator - State Court of Richmond County
Title and Agency

735 James Brown Blvd., Suite 4108, Augusta, GA 30901

Official Agency Mailing Address
706-849-3484

City

706-849-3646

Zip

Daytime Telephone Number

Fax Number

cpage@augustaga.gov

E-Mail Address

☐ Mr.

☒ Ms.

Donna B. Williams

FINANCIAL OFFICER (Type or Print)

Finance Director/Augusta-Richmond County
Title and Agency

535 Telfair Street, Suite 800, Augusta, GA 30901

Official Agency Mailing Address
706-821-2334

City

706-821-2520

Zip

Daytime Telephone Number

Fax Number

DWilliams@augustaga.gov

E-Mail Address

☒ Mr.

☐ Ms.

Garnett L. Johnson

AUTHORIZED OFFICIAL (Type or Print)

Mayor, Augusta-Richmond County

Title and Agency

535 Telfair St, Suite 200, Augusta, GA 30901

Official Agency Mailing Address
706-821-1831

City

706-821-2835

Zip

Daytime Telephone Number

Fax Number

MayorJohnson@augustaga.gov

E-Mail Address

CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: A25-8-018

AGENCY NAME: Augusta-Richmond County DUI & Veterans Court

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)

- ☐ **MONTHLY** (Requests for reimbursement are due 15 days after the end of the month)
- ☐ **QUARTERLY** (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)

- ☐ **ELECTRONIC FUNDS TRANSFER** (Reimbursements will be deposited into the bank account listed below. A voided check must be attached to ensure proper routing of funds.)

BANK NAME: _____

BANK ROUTING NUMBER: _____

BANK ACCOUNT NUMBER: _____

AGENCY CONTACT NAME: _____

AGENCY CONTACT
TELEPHONE NUMBER: _____

AGENCY AUTHORIZED
OFFICIAL NAME AND TITLE: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

- ☒ **CHECK** (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: Augusta-Richmond County, 535 Telfair St., Suite 800

CITY, STATE & ZIP: Augusta, Georgia 30901

ATTENTION: Finance Department

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

Garnett L. Johnson
Mayor, Augusta-Richmond County

For CJCC Use ONLY

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	

PERSONNEL ACTION FORM

Date 7/1/93
 Effective Date _____
 Location _____

Please check correct category	
<input type="checkbox"/> Regular	<input checked="" type="checkbox"/> Grant
<input type="checkbox"/> Part-time	<input type="checkbox"/> Seasonal
<input type="checkbox"/> Temporary	<input type="checkbox"/> Instructor

NAME Washington, Vincent Employee I.D. 07052
(Last) (First) (M.I.)
 ADDRESS 2921 Whipcorwill Ct Augusta, GA 30906
(#) (Street) (apt) (City) (State) (Zip) (County)

MAILING ADDRESS _____
 (Leave blank if same as above)
 ORGANIZATION Richmond County Sheriff's Office
(Department name) (Project)

DATE OF EMPLOYMENT 01/11/93 RE-HIRE DATE _____ DATE OF BIRTH 08/26/64 PHONE# (706) 798-3479

Check for change of	Previous
<input type="checkbox"/> Name/Address/Zip Code	_____
<input type="checkbox"/> Telephone/Location	New
<input type="checkbox"/> Organization	_____
<input type="checkbox"/> Appointment	POSITION TITLE <u>Deputy</u> GRADE _____
<input type="checkbox"/> Re-hire	ANNUAL & HOURLY PAY RATE <u>HR-25.16</u> PREVIOUSLY EMPLOYED <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> RATE CHANGE	ORG NO. & DEPT. NAME from _____ to _____
<input type="checkbox"/> FUND CHANGE	POSITION TITLE from _____ to _____
<input type="checkbox"/> TITLE CHANGE	ANNUAL & HOURLY PAY RATE from _____ to _____
<input type="checkbox"/> PROMOTION	EXPLANATION _____
<input type="checkbox"/> TRANSFER	Releasing Dept. Signature _____ (transfers only)
<input type="checkbox"/> DEMOTION	(forward to receiving department for approval below)
<input type="checkbox"/> PT/TEMP to FULL-TIME	POSITION TITLE _____ PENSION VESTED <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> RESIGNATION	ANNUAL & HOURLY PAY RATE _____ AL DUE _____ COMP DUE _____
<input type="checkbox"/> TERMINATION	REASON _____
<input type="checkbox"/> DECEASED	DID EMPLOYEE GIVE NOTICE? <input type="checkbox"/> YES <input type="checkbox"/> NO How much notice? _____
<input type="checkbox"/> RETIREMENT	WOULD YOU REHIRE? <input type="checkbox"/> YES <input type="checkbox"/> NO If no, explain? _____

25.16 X 80
 2012.80 X 26
 52,332.⁰⁰
 OT Rate -
 37.74

FOR HUMAN RESOURCES/PAYROLL USE ONLY:

EMPLOYEE# _____	PENSION DATE _____	(DEPARTMENT HEAD) _____
INCUMBENT _____	REVIEW DATE _____	(HUMAN RESOURCES DIRECTOR) _____
EEOC FUNCTION _____	EEOC CATEGORY _____	(FINANCE DIRECTOR) _____
CLASS CODE# _____	OVERTIME _____	
PROBATION <input type="checkbox"/> YES <input type="checkbox"/> NO	INSURANCE NOTIFIED _____	
LEAVE BENEFITS <input type="checkbox"/> YES <input type="checkbox"/> NO	OTHER RETIREMENT _____ FICA/MEDICARE _____	

Richmond County Accountability Court Program
Richmond County State Court

**MEMORANDUM OF UNDERSTANDING FOR
SUBSTANCE ABUSE TREATMENT PROVIDER**

This **MEMORANDUM OF UNDERSTANDING** (hereinafter "MOU") is entered into between the **Richmond County Accountability Court Program** (hereinafter "RCAC") and **A. Bells Counseling** (hereinafter "Provider") on this 3rd day of January, 2023. The purpose of this MOU is to create an agreement between the Accountability Court and the Provider to provide an extensive and intensive outpatient treatment program, and related services as designated below, for referred substance abusing/chemically dependent adult offenders.

WHEREAS, the Accountability Court operates in Richmond County and wishes to provide substance abuse treatment services to chemically dependent adult offenders; and

WHEREAS, the Provider agrees to provide the services as described herein according to the terms and conditions set forth herein; now

THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES:

1. **Individualized Clinical Assessment:** The Provider shall administer an industry-standard clinical assessment to each chemically dependent offender mandated into the DUI/Veterans Court Program. The Addiction Society of Addiction Medicine Criteria should be used to determine the offender's level of care. At a minimum, the assessment shall include a bio-psychosocial assessment and a face-to-face interview conducted by an individual who meets the requirements as outlined by Judicial Council of Georgia, Standing Committee on Accountability Courts Treatment Standards.
 - a. **Time and Location of Assessments:** The Provider will complete individualized clinical assessments at the Provider's office, at an appointed time and date. Assessments will be completed within seven days of the court intake date.
2. **Treatment Plan:** As part of the clinical intake process, the Provider shall develop a treatment plan with measurable goals and objectives and share the plan with the DUI/Veterans Court Program staff via Connexis Cloud, or other designated case management database within seven days of the assessment.
3. **Data Entry:** Treatment Provider will enter data for each participant in the DUI/Veterans Court database.

- a. Provider will provide the Case Manager with updated, bi-weekly status notes from the previous weeks' treatment attendance by Monday at 9:00 am by the dates provided by the Case Manager or Coordinator.
 - b. The Provider shall enter weekly, all support group meeting attendance, drug screens, written assignments, and any other treatment activity into the program's case management system.
 - c. DUI/Veterans Court treatment fees are paid directly to the provider for services.
 - d. Provider will collect drug screen fees and maintain an acceptable payment recording system of collections and forward these payments along with documentation indicating the number of screens done and the amount of fees collected on a monthly basis. A check will be forwarded to Richmond County State Court/Accountability Court by the 15th of every month.
4. Outpatient Treatment Program: The Provider shall offer all DUI/Veterans Court clients a clinically sound, highly structured multi-phase treatment program consisting of a minimum of 120 treatment hours (unless otherwise indicated and agreed upon as a result of the clinical assessment) distributed as follows:
- Phase One:**
- 16 weeks with two group sessions per week, ninety minutes per session.
Minimum clinical treatment time: 48 hours.
- Phase Two:**
- Twelve weeks with one group session per week, 60 minutes per session.
Minimum clinical treatment time: 12 hours
- Phase Three:**
- Twelve weeks with one group session per week, 60 minutes per session.
Minimum clinical treatment time: 12 hours.
- Phase Four:**
- Eight weeks, one group session bi-weekly, 60 minutes per group session.
Minimum clinical treatment time: 4 hours.
- Aftercare:**
- Minimum 90 days (no treatment unless it is determined that the individual requires additional treatment. Individuals may voluntarily continue treatment free of charge.
5. Content of Group Treatment Sessions: Group treatment sessions shall consist of evidenced-based Treatment Programs in a didactic education and cognitive behavioral treatment in group therapy such as:
- Prime for Life
 - Prime Solutions
 - Seeking Safety
 - Motivational Interviewing
 - Matrix Model
 - Trauma Recovery and Empowerment Mode

6. Duration of Treatment: The Provider agrees to deliver appropriate treatment services to the client until the client completes the DUI/Veterans Treatment Court Program.
7. Structure of the Group Sessions: Treatment sessions shall be designed to ensure all participants are receiving treatment in an organized and professional setting.
8. Time of Delivery of Treatment Sessions: Groups will be operated on a schedule determined by the Provider, and in agreement with the DUI/Veterans Court.
9. Additional Services: The Provider shall also provide individual counseling on an as-needed basis and client will be charged for any additional sessions unless otherwise directed by the Provider. The Provider may also offer refer clients for family counseling, gender-specific counseling, domestic violence counseling, and job readiness training.
10. Clinical Supervision: The Provider shall provide for clinical supervision of the counseling staff and substance abuse treatment component of the program to include providing access to training, ensuring treatment staff is certified as required by the State of Georgia, and in compliance with policy and procedures of the Richmond County DUI/Veterans Court Programs.
11. Inpatient and Residential Treatment Services: The Provider shall assist the DUI/Veterans Court in accessing inpatient services as needed.
12. Psychological and Psychiatric Services: The Provider will refer clients with suspected psychological or psychiatric issues, other than substance abuse/chemical dependency issues, to a treatment referral source and will communicate such suspected issues to the DUI/Veterans Court Team.
13. Minimum Requirement for Drug Screening: The Provider will conduct random and scheduled drug testing. Drug testing shall be directly observed by a licensed/certified medical professional or an approved authorized, same sex official. The Provider further agrees to follow drug testing policy and procedures adopted by the DUI/Veterans Court Team. The Provider will notify the DUI/Veterans Court Case Manager and/or Coordinator of a positive drug screen via the Positive Screen Specimen report. Exceptions are those clients who the court has deemed high risk and in these cases the provider shall notify the Case Manager and/or Coordinator immediately via email, text or phone call.
14. Access to DUI/Veterans Court Client Treatment Files: The Accountability Courts Judge, Coordinator and Case Manager and other designated DUI/Veterans Court staff as approved by the Judge are permitted to have full access and review DUI/Veterans Court client files upon request.

15. Minimum Number of Clients Enrolling in Provider's Treatment Program: The DUI/Veterans Court makes no assurances as to any minimum number of clients to be referred to the Provider.

ARTICLE II – MODIFICATIONS:

Modifications to this MOU may be made at any time during the duration of this agreement, but only pursuant to a written agreement specifying those modifications and signed by the parties to this agreement.

ARTICLE III – NOTICE:

Any notice given pursuant to this MOU shall be delivered, by mail or in person, to the DUI/Veterans Court Accountability Courts Coordinator at 735 James Brown Blvd., Suite 4108, Augusta, Georgia 30901 and shall be considered due notice upon the actual date of delivery.

ARTICLE IV - PAYMENT FOR SERVICES:

1. DUI/Veterans Court Payment Terms during Client Involvement in Provider's Treatment Program: In consideration for the performance of services set forth in Article I above, the Provider shall receive compensation directly from the DUI/Veterans Court participants. The clinical assessment fee is due at the time of assessment. The treatment fees are due at the time services are rendered until program completion. Fees for additional services, such as drug screens, are due at the time service is rendered.
2. Treatment Scholarships: Pending availability of funds, the DUI/Veterans Court Team may provide treatment scholarships for participants. The Provider shall be compensated for services provided under a treatment scholarship as follows:
 - a. One-time Clinical Assessment \$50.00
 - b. Weekly Group Therapy Fee \$40.00 (SAMHSA)
 - c. Weekly Group Therapy Fee \$25/\$35 (Court)
3. Payment Schedule: The provider will invoice the DUI/Veterans Court on a monthly basis by the 15th of each month for approved reimbursable expenses to include participants awarded treatment scholarships, 1 part- time laboratory technician, 50% of salary for additional lab technician, any grant related expenses provided such as State mandated clinical assessments not included in the Provider's protocol of assessment services provided. Invoices shall be emailed to cpage@augustaga.gov or mailed to:

Richmond County State Court
 James H. Ruffin Augusta Judicial Center
 Accountability Court Office/Attn: Crystal Page
 735 James Brown Blvd., Suite 4108
 Augusta, Georgia 30901

Payments shall be made to:

A. Bells Counseling
P. O. Box 16578
Augusta, Georgia 30919
Phone: 706-736-0299

4. Compensation Contingent upon Availability of Funds: All parties to this MOU understand that compensation to the Provider for the delivery of the contracted services for participants is contingent upon the availability of funding.

ARTICLE V - REPORTING AND COMPLIANCE:

1. The Provider shall provide the appropriate representative to attend twice-monthly staffing, court sessions, conferences and training seminars.
2. The Provider shall be required to provide the Accountability Courts Coordinator, on a regular basis as determined by the DUI/Veterans Court, client specific information to be utilized by the Coordinator and/or Case Manager to monitor assessments, treatment compliance, and produce reliable outcome measures. At a minimum, the Provider shall collect and report to the DUI/Veterans Court the following data:
 - a. Risk Assessment date and type;
 - b. ASAM level of care screening date;
 - c. Treatment start date;
 - d. Medical session type (MAT, psychiatrist, etc.) and date;
 - e. Crisis Intervention episode date;
 - f. Treatment Names and number of clients completing each level of treatment and number of hours of treatment completed;
 - g. Treatment session date, type, duration and attendance;
 - h. Date of each individual client drug screen (document in case management system)
 - i. A list of drug-types that were tested for each individual client by date;
 - j. The type of drug screening tool for each individual client by date;
 - k. The results of each drug screen for each individual client by date; and
 - l. Approved medications and entered into case management system.
 - m. Bi-weekly progress updates to the DUI/Veterans Court Team on active program clients.
3. The Provider will utilize Connexis Cloud, or other designated case management database, to report items a-m above. The Accountability Courts Coordinator and/or Case Manager is responsible for training the Provider and its designated representatives on the appropriate use of the database.
4. The Provider will utilize generally accepted accounting practices to support all disbursements, including maintaining invoices (or other documentation) and bank statements.

ARTICLE V - REPORTING AND COMPLIANCE (CONT'D):

5. The services delivered by the Provider under the terms of this MOU shall meet the minimum standards for providing substance abuse treatment services set forth by the Georgia Department of Behavioral Health & Developmental Disabilities (DBHDD).
6. The Provider shall abide by the laws and regulations of the State of Georgia, Richmond County, the Richmond County State Court, and the Richmond County DUI/Veterans Court Program.
7. The Provider understands that the services of this MOU cannot be subcontracted or assigned to other providers without written consent of the DUI/Veterans Court Judge or his/her designee.
8. The Provider shall permit monitoring of group Treatment Sessions for compliance with the terms of this MOU. The Provider shall obtain appropriately signed forms that allow for the release of client information to the DUI/Veterans Court Team.
9. Non-Exclusive Agreement: DUI/Veterans Court is permitted to solicit and secure similar services as those provided by the Provider that are deemed to lie in the best interests of the DUI/Veterans Court and the DUI/Veterans Court participants.

ARTICLE VI – PERSONNEL:

1. The Provider shall provide the DUI/Veterans Court with qualified, trained, experienced staff to meet the challenges faced by the criminal justice/substance abuse population, and provide proper documentation to support qualifications upon hire.
2. The Provider shall provide for clinical supervision of the counseling staff and substance abuse treatment component of the program to include that all staff providing clinical supervision shall have the appropriate credentials as required by the State of Georgia.
3. Assessments for substance abuse and other treatment shall be conducted by appropriately trained and qualified professional staff, using standardized assessment tools. See page 10 (ADDENDUM) for approved assessments as outlined in the Council of Accountability Court Judges Adult DUI/Drug Court Standards (Revised 2016).
4. Provider must designate a substance abuse professional who will be responsible for providing direct treatment services. This person will be qualified and knowledgeable about the DUI/Veterans Court program and its participants. This person will attend weekly staffing, court sessions, graduations, administrative meetings, conferences, and training seminars.
5. Treatment staff who are working toward certification as a substance abuse professional may provide counseling services, provided that they are working under the clinical supervision of a professional who has one of the following credentials:

ARTICLE VI – PERSONNEL (CONT'D):

- a. **CAP:** Certification in addiction psychiatry by the American Board of Psychiatry and Neurology
 - b. **NAADAC I, NAADAC II, NAADAC – MAC** (Master Addiction Counselor): Certification by the National Association of Alcoholism and Drug Abuse Counselors Association
 - c. **APA-CP:** Certification of Proficiency in the Treatment of Alcohol and Other Psychoactive Substance Use Disorders from the American Psychological Association's College of Professional Psychology
 - d. **Licensure under O.C.G.A. Title 43:** as a physician, psychologist, professional counselor, social worker, marriage and family therapist, advanced practice nurse, registered nurse with bachelor's degree in nursing, or certification as an employee assistance professional, AND
 - i. documentation of at least 3,000 hours of clinical experience in the treatment of persons who are addicted to alcohol or other drugs, and
 - ii. documentation of the completion of at least 20 hours of continuing education in the field of substance abuse, with not more than five of these hours consisting of in-service training, in the two-year period prior to application.
6. As required by State law, Treatment providers offering services at ASAM level II.I or higher must be licensed by DBHDD's Office of Regulatory Services as a drug abuse treatment program.
 7. The Provider is responsible for the operating costs of Provider's program, including, but not limited to, salaries, benefits, unemployment and workers' compensation insurance if required by law, travel, training, supplies, rent and utilities. If applicable, training, travel laboratory supplies and program office supplies will be reimbursed by the court.
 8. The Provider representative must be available to attend training and conferences provided by the Council of Accountability Court Judges or the National Association of Drug Court Professionals.
 9. Employees providing services pursuant to this MOU are employees of the Provider, and neither the DUI/Veterans Court nor Richmond County shall be responsible for the administration, management, or supervision of the Provider's employees.

ARTICLE VII – INDEMNIFICATION:

The Provider agrees that Richmond County, the DUI/Veterans Court, or Court Administration, and each judicial official, officer, and employee thereof shall not be liable for and shall be indemnified and held harmless from any liabilities, obligations, claims, damages (including but not limited to civil or criminal penalties), litigation costs and expenses (including reasonable attorney's fees and expenses), imposed on, incurred by or asserted against Richmond County,

ARTICLE VII – INDEMNIFICATION:

the DUI/Veterans Court, or Court Administration, and each judicial official, officer, and employee thereof for any reason whatsoever (including but not limited to accident or other occurrence causing injury or death, sickness or diseases to any person, or damages to or destruction of property) pertaining to this MOU or arising out of the activities of the Provider under this MOU.

ARTICLE VIII – NO PERSONAL LIABILITIES

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

ARTICLE IX – INSURANCE:

The provider shall provide proof of and maintain insurance as listed below:

1. Comprehensive General Liability, Bodily Injury, and Property Damage Liability;
2. Professional Liability; and
3. Worker's Compensation (if required by law)

Certificates of such insurance shall be furnished to the DUI/Veterans Court at its request.

ARTICLE X - RENEWAL & TERMINATION:

The terms of this MOU shall remain effective until terminated by one of the said Parties. Either Party may terminate this MOU, with or without cause, by giving the other Party at least thirty (30) days written notice of termination. This MOU shall be terminated on the date specified in the notice of termination.

ARTICLE XI - INDEPENDENT CONTRACTOR:

The Provider understands that the terms and conditions of this MOU do not create any employment relationship with or between Richmond County, the DUI/Veterans Court, or Richmond County Court Administration.

ARTICLE XII - RESPONSIBILITIES OF THE ACCOUNTABILITY COURTS COORDINATOR:

The Accountability Courts Coordinator shall serve as the MOU administrator for the DUI/Veterans Court. The Accountability Courts Coordinator shall be responsible for monitoring the Provider's performance, reviewing all invoices submitted by the Provider for payment for treatment services, reviewing all referrals made by the Provider to outside treatment services, and reviewing all outcome data provided by the Provider.

The Coordinator may be reached at:

Accountability Courts Coordinator
John H. Ruffin Judicial Center
735 James Brown Blvd., Suite 4108
Augusta, GA, 30901
Phone: 706-849-3484
Fax: 706-849-3646

ARTICLE XIII – CONFIDENTIALITY:

The parties of this MOU agree to take all necessary precautions to abide by HIPAA regulations to protect all internal or proprietary documents concerning DUI/Veterans Court and other participating service providers. The DUI/Veterans Court and the Provider acknowledge that in receiving, storing, processing, sharing or otherwise using or dealing with any information, the Provider and its employees are fully bound by all Federal and State laws and regulations that govern and guarantee the treatment rights and confidentiality of individuals receiving substance abuse treatment services. The Provider shall obtain appropriately signed forms allowing for the release of information that may be necessary for the Provider to conform to the requirements of the DUI/Veterans Court's and Provider's participating tracking system.

ARTICLE XIV - EQUIPMENT COSTS AND OFFICE SPACE:

The Provider shall supply, at its own expense, all equipment, tools, materials and/or supplies required to deliver treatment services contracted herein, unless otherwise agreed upon.

ARTICLE XV – RICHMOND COUNTY DUI/VETERANS COURT FURTHER AGREES TO:

1. Follow up with referrals to confirm compliance and provide swift resolution to Provider concerns.
2. Support the Provider to determine any issues or concerns with participant onsite behavior, and related matters that are conveyed to the DUI/Veterans Court Team.
3. Comply with HIPAA regulations, maintain confidentiality, and preserve information integrity and security within legal parameters in sharing data with the DUI/Veterans Court and partnering agencies.
4. Provide information regarding Accountability Court competencies training necessary to continue a cooperative network and ensure the successful operation of the program, including invitations to participate in planning and evaluation meetings.

ARTICLE XV – RICHMOND COUNTY DUI/VETERANS COURT FURTHER AGREES TO (CONT'D)

5. Provide the Provider with drug testing kits to be used exclusively with DUI/Veterans Court clients.
6. Provide swift sanctions on all acts of noncompliance in regard to use of Provider facilities.
7. Provide informational updates as applicable to participant needs and program development.
8. Provide a part-time laboratory technician not to exceed 30 hours per week.
9. Provide computer, printer, and bar code equipment as needed for managing testing of urine samples.
10. Provide examination gloves and collection cups needed for proper handling of urine samples.
11. Provide additional supplies as agreed upon between the Provider and DUI/Veterans Court Coordinator.

ARTICLE XVI – PERSONNEL (ADDENDUM):

2. Assessment for Risk of Recidivism and Need for Treatment

2.1.1 Recommended tools may include but are not limited to: Level of Service Inventory-R (LSI-R); NEEDS Assessment; LSI/CM; Texas Christian University, Substance Abuse II (TCUDS); Addiction Severity Index-Drug Use Subscale (ASI-Drug); Substance Abuse Subtle Screening Inventory-3 (SASSI-3); Brief Jail Mental Health Screen, National GAINS Center.

2.1.2 Further clinical assessments will be made as outlined below.

2.2 Appropriate assessment instruments are actuarial tools that have been validated on a targeted population, are scientifically proven to determine a person's risk to recidivate, and are able to identify criminal risk factors that, when properly addressed, can reduce that person's likelihood of committing future criminal behavior.

3. Level of Treatment

3.1 DUI/Drug courts will offer an appropriate level of treatment for the target population which matches participant risk of recidivism and treatment needs with an appropriate level of treatment and supervision. Ideal program duration should be 12-18 months. DUI/Drug courts will provide referrals for appropriate levels of care based on the participant's progress or lack thereof.

Level of Treatment (Cont'd)

3.1.1 Recommended tools: ASAM Patient Placement Criteria for the Treatment of Substance-Related Disorders (PPC-2R).³

3.2. Assessment tools should also be suitable for use as a repeated measure.

IN WITNESS WHEREOF, the parties below have caused this Memorandum of Understanding to be executed:



Kellie K. McIntyre

Chief Judge

Richmond County State Court



Crystal A. Page

Accountability Court Coordinator

Richmond County State Court



Renee Bell, M.Ed., NCC, LPC, MAC

Owner

A. Bells Counseling

USA
Georgia
GOVERNOR Nathan Deal
080663
DRIVER'S LICENSE

DL NO: 049106079 DOB: 08/06/1963
CLASS C EXP: 08/06/2025
BARBARA RENEE
BELL

502 TUDOR BR
GROVETOWN GA 30813-5836
COLUMBIA
Restrictions A End: NONE
Iss: 07/28/2017

Sex: F Eyes: BLU
Hgt: 5'-02" Wgt: 128 lb
DOI: 316429519450043598

Barbara Bell



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 Georgia Composite Board of Professional Counselors, Social Workers,
 and Marriage and Family Therapists
 LICENSE NO. LPC002869

B. Renee Bell
 PO Box 16578
 Augusta GA 30919

Professional Counselor

EXP DATE - 09/30/2024 Status: Active
 Issue Date: 01/08/1999

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
 237 Coliseum Drive
 Macon GA 31217
 Phone: (404) 424-9966
www.sos.ga.gov/plb

B. Renee Bell
 502 Tudor Branch
 Grovetown GA 30813

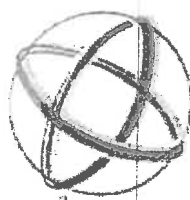


STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 Georgia Composite Board of Professional Counselors, Social
 Workers, and Marriage and Family Therapists
 License No. LPC002869

B. Renee Bell
 PO Box 16578
 Augusta GA 30919

Professional Counselor

EXP DATE - 09/30/2024 Status: Active
 Issue Date: 01/08/1999



nbcc

National Board for Certified Counselors, Inc.
certifies that

Barbara Renee Bell

has successfully met the professional addictions counseling standards established by the Board and in so doing has earned recognition as a

Master Addictions Counselor™ (MAAC®)

46395

Certificate Number

04/21/2007

Certification Date



Maureen Bell

Counselor

10/31/2025

Expiration Date



National Board for Certified Counselors, Inc.
certifies that

Barbara Renee Bell

has successfully met the professional counseling standards established
by the Board and in so doing has earned recognition as a

National Certified Counselor™ (NCC®)

46395

Certificate Number

04/18/1998

Certification Date



Maureen J. Bell

Supervisor

08/31/2028

Expiration Date

Center for Credentialing & Education, Inc.

hereby certifies that

Barbara Renee Bell

has successfully met the professional supervision standards established by CCE and
in doing so has earned recognition as a:
Approved Clinical Supervisor (ACS)

ACS-3149

Certificate Number

10/28/2020

Certificate Date



Michelle Dugan
Board Chair

Center for Credentialing & Education

10/31/2025

Expiration Date

American Substance Abuse Professionals®

Hereby certifies that

Renee Bell

has satisfactorily completed training in

Substance Abuse Expert Qualification

This program meets the SAE requirements of 10 CFR Part 26.187. The National Association of Social Workers (886388534-7005) has approved this course for 20 CE hrs. EACC has approved this for 20 PDHs. The date below indicates the satisfactory completion of this course and exam.

CEO, President, American Substance Abuse Professionals®

2023-12-30

Date

NEI
NUCLEAR
ENERGY
INSTITUTE

AUGUSTA, GEORGIA

New Grant Proposal/Application

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

Proposal Project No. Project Title

PR000481 STATE CT CRIMINAL JUSTICE COORDINATING COUNCIL FY25 GRANT DUI COURT

Requesting grant funds offered by the Criminal Justice Coordinating Council for State Court Accountability Court Programs. Cash Match 15%; cash match funding source is from 204000000/3343124 - Coordinator salary/EEO required - No/Dept. Required; No

Start Date: 07/01/2024

End Date: 06/30/2025

Submit Date: 02/20/2024

Department: 026

State Court

Cash Match?

Y

Total Budgeted Amount: 169,150.00

Total Funding Agency:

147,087.00

Total Cash Match: 22,063.00

Sponsor: GM0012

Criminal Justice Coord Co

Sponsor Type: S

State

Purpose: 4

DUI Courts

Flow Thru ID:

Type ID Name

Contacts

Phone

I GMI001 Page, Crystal

(706)849-3484

Type

By

Date

Approvals

FA

K MCINTYRE

02/20/2024

Dept. Signature:

Grant Coordinator Signature:

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

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

☐ Deny the request

Deputy Finance Director

Date

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

☐ Approve the Department Agency to move forward with the application

☐ Deny the request

DE Administrator

Date

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



Public Safety Committee

Meeting Date: June 20, 2024

Citywide Information Technology Policies & Procedures

Department:	Information Technology
Presenter:	Tameka Allen, Chief Information Officer
Caption:	Receive the current Citywide Information Technology Policies & Procedures as information.
Background:	In addition to its internal standard operating procedures, the Information Technology Department (IT) maintains Citywide technology policies and procedures. These policies apply to all customers who use Augusta's technology resources. This policy document was first published in June 2005 and has since been regularly updated, with substantial revisions in 2008, 2014, 2017, and 2021.
Analysis:	<p>IT has recently completed a full review of the policy document. This review has involved consolidating, reorganizing, and updating many policies in light of changing industry standards and emerging issues. The updated policies were also reviewed by the Augusta Law Department.</p> <p>The Citywide Information Technology Policies & Procedures is a living document and will continue to be regularly updated to respond to technology changes and the organization's needs.</p>
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Receive the current Citywide Information Technology Policies & Procedures as information.
Funds are available in the following accounts:	N/A

REVIEWED AND
APPROVED BY:

Augusta, GA Information Technology Citywide Policies and Procedures

Effective June 5, 2024



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1.01 *Preface to Information Technology Policies & Procedures*

1.01.1 PURPOSE

The Augusta Information Technology Policies and Procedures cover the use of electronic technology resources belonging to, or used by, the Augusta, Georgia government. These include, but are not limited to, all computer systems of any size and function and their attached email systems, software, network resources, Internet resources, radios, cellular telephones, and other mobile devices. All technology resources owned by Augusta are Augusta property. These systems are in place to facilitate your ability to do your job efficiently and productively. To that end, these systems are for business purposes and any personal use is prohibited.

1.01.2 OBJECTIVES

- a. Ensure the protection of proprietary, personal, privileged, or otherwise sensitive data and resources that may be processed in any manner by Augusta, or any agent for Augusta.
- b. Provide uninterrupted network resources to users.
- c. Ensure proper usage of networked information, programs, and facilities offered by Augusta.
- d. Maintain security of and access to networked data and resources on an authorized basis.
- e. Secure email from unauthorized access.
- f. Protect the confidentiality and integrity of files and programs from unauthorized users.
- g. Inform users there is no expectation of privacy in their use of Augusta-owned hardware, software, or computer network access and usage.
- h. Provide Internet and email access to users of Augusta.
- i. Provide the necessary technology resources to enable employees to perform duties.

1.01.3 SCOPE

These policies shall apply to all persons, whether employees, independent contractors or agents of Augusta, or otherwise, who use Augusta's electronic technology resources. All persons using Augusta's electronic resources must comply with all software licenses, copyright laws and all other State and Federal laws governing intellectual properties.

No one shall knowingly endanger the security of any Augusta computer or network facility, nor willfully interfere with others' authorized computer usage. Many of the regulations given here deal with specific acts of this kind. You should not assume that other malicious acts or deliberate security violations are permissible merely because there is no specific rule against the action.

Approval to use Augusta's network, email systems, and Internet must first be obtained from the Department Head or authorized designee. The network, email systems, and Internet may be accessed for official business from remote PCs, including one's home personal computer.

1.01.4 OWNERSHIP AND PRIVACY EXPECTATIONS

All technology resources and all information transmitted by, received from, and stored on Augusta systems are the property of Augusta and as such, are subject to inspection by Augusta officials. Augusta has the right to monitor any and all aspects of Augusta's electronic technology resources. Augusta reserves the right to audit and monitor the information on all systems, electronic mail, and information stored on computer systems or media, without advance notice. This might include investigation of theft, unauthorized disclosure of confidential business or proprietary information, personal abuse of the system or monitoring workflow and productivity.

1.01.5 APPROPRIATE USE

At all times when an employee is using Augusta electronic technology resources, he or she is representing Augusta. Use the same good judgment in all resource use that you would use in written correspondence or in determining the "appropriate conduct": Augusta employees are expected to use all Augusta-provided electronic resources responsibly and professionally.

1.01.6 RESPONSIBILITIES

The Information Technology Department (IT) is responsible for ensuring the development, central implementation, and maintenance of these policies.

Each Augusta Department Director or Elected Official is responsible for ensuring that these policies are properly communicated, understood, and implemented within his or her respective department. Each Department Director is also responsible for defining, approving, and implementing processes and procedures within his or her department and ensuring their consistency with these policies.

All customers are responsible for complying with these policies and associated guidelines provided by their respective Department Directors. Customers are also responsible for reporting misuse of Augusta resources to Department Directors, and for cooperating with official security investigations relating to misuse.

1.01.7 STATEMENT OF CONSEQUENCES

Noncompliance with these policies may constitute a legal risk to Augusta, an organizational risk to Augusta in terms of potential harm to employees or the public, a security risk to Augusta's network operations, and/or a potential personal liability. The presence of unauthorized data in the Augusta network could lead to liability on the part of Augusta as well as the individuals responsible for obtaining it.

Any employee who discovers a violation of these policies shall notify his or her superiors through the established chain of command.

The failure of any customer to abide by these policies will result in the denial, revocation, or suspension of computer network and Internet privileges. Furthermore, any employee who violates the terms of these policies may be subject to disciplinary action up to and including termination of employment.

1.01.8 DISCLAIMER

Due to rapid changes in technology, these policies and procedures are subject to change without notice at any time. All changes will be posted in a timely manner for all employees to review.

1.02 Definitions

1.02.1 PURPOSE

Throughout these policies, except where the context clearly indicates otherwise, the following words and phrases shall have the meaning indicated below.

Due to the rapid pace of technology changes, specific terminology may become obsolete quickly. Customers should assume that these policies apply to all technology platforms used by this organization and its employees, even if a particular technology is not specifically named.

1.02.2 DEFINITIONS

- Augusta – the Augusta, Georgia Government.
- Augusta computers and network facilities – all computers owned and administered by Augusta or connected to Augusta’s communication facilities, including departmental computers, and Augusta’s computer network facilities accessed by anyone from anywhere.
- Authorization – permission granted by the Administrator of Augusta and/or the Chief Information Officer within Augusta government.
- Customer/User – as used in this policy, refers to all Augusta employees, elected and appointed officials, independent contractors and other persons or entities accessing or using any of Augusta’s electronic technology resources.
- Department Director – head of an Augusta department or agency, including appointed directors and elected officials.
- Download – to receive a file transmitted over a network.
- Email – the ability to compose and distribute messages, documents, files, software, or images by electronic means over a phone line or network connection. This includes internal and external email.
- Employee Portal – an internal computer network that offers Internet-like functions, allowing departments to maintain and access information that is not part of a public Internet presence.
- Intellectual Property – rights and products of the mind or intellect, arising under any law, including, but not limited to Trade Secrets, Trademarks, Trade Dress, Copyrights, and Unfair Competition.
- Internet Service Provider (ISP) – an entity that charges startup and monthly fees to users and provides them with the initial host connection to the rest of the Internet.
- Malicious Emails – any email communication used to damage or attack a computer, user, system or network. Malicious emails often attempt to trick users into downloading malware or into revealing confidential information, like passwords or credit card information. Phishing emails are one common type of malicious email.

- Malware – any malicious software intentionally designed to damage or attack a computer, user, system or network. Malware can include viruses, spyware, ransomware, Trojan Horses, and many other categories of harmful software. Anti-virus software is designed to help defend computers against malware.
- Mobile Device – any portable computing or communication device, such as a cellular phone, smartphone or tablet.
- Network Resources – the hardware and software necessary to connect computers and resources into a communication system.
- Public Record – a record that is made by a public official in the pursuance of a duty to disseminate information to the public or to serve as a memorial of official transactions for public reference.
- Social Media Sites and Services - online technologies and practices that people use to share opinions, information, and requests. Social media can take many different forms, including text, images, audio, and video. A few prominent examples of social media platforms are Facebook, Twitter, Instagram and YouTube.
- Upload – to transmit/send a file over a network.

1.03 *Computer Acceptable Use*

1.03.1 PURPOSE

The purpose of this policy is to establish guidelines and requirements governing the requisition and acceptable use of Augusta-provided computers. Adherence to this policy will minimize risks to Augusta while providing a productive tool.

The Augusta computer acceptable use policy (hereafter referred to as “Computer Policy”) applies to all computers and components (hardware and software) utilized by Augusta customers. All persons using Augusta computers must read and review this policy.

1.03.2 ACCEPTANCE OF POLICY

Use of Augusta’s computers constitutes acceptance of this policy.

Augusta’s computer resources are provided on an as-is, as-available basis. Augusta makes no warranties of any kind, either expressed or implied, in connection with its provision of access to and use of said resources. Augusta shall not be responsible for any claims, losses, damages, or costs of any kind (including attorney’s fees) suffered, directly or indirectly, by any customer arising out of the customer’s violation of this policy. Each customer is responsible for the customer’s own use. No one using Augusta’s computers is permitted to incur costs or liabilities during such use without prior express written authorization from the Chief Information Officer and the customer’s Department Director/Manager. No financial responsibility will be assumed by Augusta for any costs or liabilities or damages caused to anyone as a result of a customer’s violation of this policy.

1.03.3 ACCESS

Augusta’s computers are the property of Augusta. Augusta’s computers are intended for the lawful and appropriate conduct of Augusta business and are reserved for that purpose. All customers using Augusta’s computers are expected to act and to communicate professionally, using them in furtherance of Augusta business.

Each customer is responsible for the content of all electronic data that the customer creates, stores, and uses. No customer has personal privacy rights in any document, email, or email attachment created, received, or sent using Augusta’s computers.

Employees, officials, contractors, interns, and other individuals may be granted access to Augusta’s computers for the conduct of Augusta business. Department Directors retain the discretion at all times to deny access to any employee, however.

1.03.4 AUTHORIZED ACCESS

Only computers purchased, leased, or rented by Augusta may be used for conducting Augusta business. Only employees of the Information Technology Department are authorized to install and provide access to computers.

All unauthorized installations are subject to removal.

No employee shall:

1. Use Augusta's computers to commit wiretapping; unlawful interception of electronic communications; infringement of copyrights trademarks, other proprietary rights, or license agreements; computer crimes; or any other violation of local, state or federal laws or regulations.
2. Gain unauthorized access to information that is confidential or protected or attempt to do so.
3. Run programs that attempt to identify passwords or codes.
4. Read, copy, change, or delete another person's work without that person's express permission.
5. Use another person's password or allow others to use theirs.
6. Use assumed names.
7. Attempt to evade, disable, encrypt or mask, use someone else's identity and/or password or otherwise bypass existing access restrictions or other security provisions of the computer network.
8. Knowingly disclose attorney-client communications or attorney work products.
9. Disclose data known to be confidential or which should be known to be confidential.
10. Use Augusta's computers for personal gain.
11. Use Augusta's computers for solicitation of non-Augusta business, gambling, or entering contests or sweepstakes.
12. Attempt to connect to any other Augusta computer without authorization of the Information Technology Department.
13. Use Augusta's computers to conduct internal union business or any other non-Augusta business.
14. Install or distribute any non-Augusta business-related software and data including, but not limited to, animations, screen savers, wallpaper, etc. without the express prior approval of the Information Technology Department.

1.03.5 ELECTRONIC DATA RECORDS AND FREEDOM OF INFORMATION

Documents produced and stored using Augusta's computers in the conduct of Augusta business are "public records" and subject to disclosure under the Georgia Open Records Act and the Federal Freedom of Information Act (FOIA), unless an exemption to disclosure applies.

Reasonable caution should be exercised with respect to the creation, storage, and usage of all data, private and public, stored on Augusta's computers, as all such data are potentially public records

subject to disclosure. Where statutes or regulations govern the storage or archiving of particular data, this policy requires that such statutes and regulations must be followed. The Augusta Law Department is responsible for determining which records are subject to disclosure under Georgia and Federal law.

1.03.6 MONITORING

You are hereby notified that when Augusta has reasonable grounds to believe that an employee is engaged in conduct which (i) violates the law, (ii) violates the legal rights of Augusta or violates the legal rights of Augusta employees, (iii) creates a hostile workplace environment, or (iv) violates government and/or employee policy, and electronic monitoring may produce evidence of this misconduct, Augusta may conduct electronic monitoring of the employee in question without prior written notice.

To initiate electronic monitoring, an Augusta Department Director or Elected Official must submit a written request through the Augusta Law Department. Information Technology will conduct the monitoring process as requested. Information Technology will then release the collected information to the Augusta Law Department, which will determine which information is subject to disclosure to the requestor.

Any other individual or agency seeking technology-related records must follow the Open Records Request process managed by the Administrator's Office.

“Electronic monitoring” means the collection of information on Augusta’s premises concerning a Augusta employee’s activities or communications by any means other than direct observation, including the use of a computer, telephone, wire, radio, camera, electromagnetic, photo-electronic or photo-optical systems, but not including the collection of information for security purposes in common areas of Augusta premises which are held out for use by the public, or collection of information prohibited under state or federal law.

1.03.7 MISREPRESENTATION

No one shall misrepresent his or her identity or relationship to Augusta when obtaining or using Augusta computer or network privileges. On some systems, there are ways to post messages without revealing your name and address. Anonymous communication is permissible when there is a legitimate need for additional privacy. It is not a cover for fraudulent or obnoxious behavior, and in cases of abuse, anonymous messages can be traced to their source. Deceptive communication, in which you claim to be some other specific person, is never permitted.

You must not claim to be someone else, nor claim to have a different relationship to Augusta than you actually do, when obtaining a computer account or access to a lab. You must not falsify your name, address, email address, or affiliation when sending email or other messages from a Augusta computer. Doing so can be illegal (Ga. Code 16-9-93.1 and other laws against misrepresentation) as well as being an unacceptable use of Augusta's facilities.

1.03.8 ENFORCEMENT

The Information Technology Department has access to all data stored on Augusta's computers and is authorized as necessary to monitor compliance with this policy and to conduct any electronic monitoring. The Chief Information Officer will review alleged violations of this policy in the use of Augusta's computers on a case-by-case basis. Clear violations of this policy may result in termination of access to the computer for the person(s) at fault.

In addition, the Chief Information Officer shall refer all violations of this policy for possible disciplinary action to the appropriate supervisory authority. All supervisory authorities are required to enforce this policy and are authorized to issue appropriate discipline including possible discharge from employment for violations of this policy. Violations of law in the use of Augusta's computer network subject to possible criminal sanctions will be referred to the appropriate Richmond County, State of Georgia, and/or Federal agency.

1.04 Network Resources and Internet Acceptable Use

1.04.1 PURPOSE

Many Augusta employees have been provided with access to network resources so that they may conduct official Augusta business. Augusta reserves the right, without prior notice, to monitor this use. This policy outlines specific guidelines which apply to the use of network resources. Based on their unique needs, Department Directors may adopt additional provisions and/or more restrictive policies that do not conflict with this policy.

1.04.2 ACCEPTABLE USE AND MONITORING

Internet access is provided to Augusta employees for conducting official Augusta business to reduce costs or as a means to provide more accurate and complete information to Augusta constituents. Once an outbound connection is established, all Internet access activity is electronically monitored on a continuous basis. Note: All references to “Internet” in this policy apply to the Employee Portal as well.

Augusta employees, vendors/business partners and other governmental agencies may be authorized to access Augusta's network resources to perform business functions with or on behalf of Augusta. Anyone using the network must be acting within the scope of their employment or contractual relationship with Augusta and must agree to abide by the terms of this agreement as evidenced by his or her signature on the respective forms.

1.04.3 USE OF SHARED RESOURCES

All customers shall share computing resources in accordance with policies set for the systems involved, giving priority to more important work, and cooperating fully with the other customers of the same equipment. The administrators in charge of the system, in consultation with the customer community, set priorities for any particular machine or platform.

If you need an unusual amount of disk space, bandwidth, or other resources, check with the administrator(s) in charge of the system rather than risk disrupting others' work. When resources are limited, work that is necessary to Augusta's mission must take priority over computing that is done to pursue personal interests or self-training on side topics. In addition, no matter how important your work may be, you are only entitled to one person's fair share of these resources unless additional resources are available and appropriate permission has been granted.

Obtaining extra computer resources through any form of deception (e.g., secretly opening multiple accounts, misrepresenting the nature of your work, or the like) is strictly prohibited.

1.04.4 SECURITY ACCESS

Augusta's firewall restricts access to certain websites from the Augusta network. In addition, only Information Technology personnel can download executable files from the Internet. These restrictions protect the network from malware and other unauthorized software. If you are being

blocked by the firewall in trying to access a work-related website or download, send an email to the IT Help Desk with the website URL and where in the website you received the firewall message. If the website is approved as a legitimate work-related website, it will be added to the exception list to allow customer access. Unrestricted access to the Internet by anyone, employee or vendor, will not be allowed for any reason.

1.04.5 STATEMENT OF CONSEQUENCES FOR MALICIOUS USE

State and federal laws forbid malicious disruption of computers. Augusta does not tolerate individuals who invade others' privacy, steal computer services, or commit misrepresentation or fraud, nor pranksters who attempt to disrupt computers or network facilities for any other purpose.

Individual employees are responsible for their conduct as Internet customers. Augusta shall assume no liability or responsibility for, and shall not defend or indemnify an employee against, any charges resulting from any action that is found to be in violation of this policy. The Information Technology Department advises employees that no legitimate expectation of privacy can be asserted in their use of Augusta's computer systems including, but not limited to, their use of the Internet whether the use is part of the employee's personal use or Augusta-related use. The Information Technology Department reserves the right to review employee's computer files and/or monitor their Internet usage at any time to maintain system security and integrity, or to determine possible violations of policy or law.

Using a computer without permission is theft of services and is illegal under state and federal laws. In addition, state law (GA Code 16-9-90 et seq.) defines the following specific computer crimes:

- Computer theft (including theft of computer services, intellectual property such as copyrighted material, and any other property)
- Computer trespass (unauthorized use of computers to delete or alter data or interfere with others' usage)
- Computer invasion of privacy (unauthorized access to financial or personal data or the like)
- Computer forgery (forgery as defined by other laws, but committed on a computer rather than on paper)
- Computer password disclosure (unauthorized disclosure of a password resulting in damages exceeding \$500)
- Misleading transmittal of names or trademarks (falsely identifying yourself or falsely claiming to speak for a person or organization by using their name, trademark, logo, or seal)

Maximum penalties for the first four crimes in the list are a \$50,000 fine and 15 years of imprisonment, plus civil liability. The maximum penalties for computer password disclosure are a \$5,000 fine and 1 year of imprisonment, plus civil liability.

1.04.6 PROHIBITIONS

Employees are expressly forbidden to misuse any network resources or Internet or Employee Portal access privileges in ways that may include, but are not limited to:

1. Using the Internet or network resources in support of unlawful activities as defined by federal, state, and local law. (Note: Employees or other customers using the email/Internet systems in violation of local, state, national or international laws may be prosecuted.)
2. Uses that violate existing Augusta policies, including policies on sexual harassment, discrimination and harassment, or workplace violence. This prohibition would include viewing, transmitting, or downloading material that is sexually explicit, that creates a hostile work environment, or that promotes hatred or violence. This prohibition does not apply to Augusta employees in Public Safety for whom this activity is part of carrying out their assigned duties.
3. Making threats against other persons or institutions.
4. Sending or sharing with unauthorized persons any information that is confidential by law, rule, or regulation.
5. Deliberately viewing, downloading or uploading material containing the following that is not in support of business functions:
 - a. Derogatory racial content.
 - b. Derogatory religious content.
 - c. Slanderous language and/or comments.
 - d. Sexual content.
 - e. Political statements.
 - f. Offensive language, language of a harassing nature or graphical gestures.
 - g. Materials that reflect negatively on Augusta Government.
 - h. MP3 (music) files or AVI, MPEG, etc. (audio/video/movie) files.
 - i. Non-job-related Internet streaming media content, such as Internet radio broadcasts or streaming video.
 - j. Any software/program that compromises computer security or may introduce malware into Augusta systems.
 - k. Any non-standard or non-business-related files or software unless previously approved by Information Technology.

6. Downloading, copying, installing, or using any software or data files in violation of applicable copyrights or license agreements and not authorized by Information Technology and not approved by Augusta.
 - a. This rule forbids making unauthorized copies, for use elsewhere, of software residing on Augusta's computers. It also forbids installing or using pirated software on Augusta computers. Only Augusta-authorized software shall be installed or used on Augusta-owned or leased hardware. The use of unlicensed software copies (software used in violation of the software license), personally owned software, and unauthorized software is strictly forbidden. Information Technology or IT-authorized personnel only should only perform these software installations. The price of a piece of software is not just the cost of the disk - it's also one customer's share of the cost of developing and supporting it. It is wrong to use software without paying your fair share. Unauthorized copying is a violation of federal copyright law.
 - b. *License checks:* If strangers show up at your computer site saying they are there to check software licenses, you should immediately contact Information Technology and your administrative superiors. Software licenses do not normally authorize these surprise inspections, and there is a substantial risk that the "inspectors" are not legitimate.
7. Connecting a computer/device to any portion of Augusta's networks unless it meets the technical and security standards set and authorized by Information Technology. (For specific information, contact Information Technology.)
8. Improperly accessing, reading, copying, misappropriating, altering, misusing, or destroying the information/files of other customers.
9. Attempting to gain access to computers or networks to which they do not have legitimate access, or violating the acceptable use policies of any network to which they connect, or mounting any attack on the security of any system. Absolutely no infiltration of another's network or other parts of their electronic communications systems is allowed (i.e. hacking, cracking). Persons conducting such activity are subject to prosecution by law.
10. Misrepresentation as someone else, real or fictional, or sending messages anonymously.
11. Modifying or reconfiguring the hardware, operating system, or application software of an Augusta computer unless someone from Information Technology has given permission to do so. The other customers with whom you share the machine, and the technicians on whom you rely for support, are expecting to find it set up exactly the way it was configured.
 - a. Only IT personnel or IT authorized personnel should move computers, printers, monitors, or other technology devices.
 - b. Relocation of computer and computer-related peripherals are handled by placing a request with the department's IT Project Manager.

- c. Any cost incurred by a customer attempting to repair and/or relocate equipment will be borne by the employee responsible.
- 12. Leaving workstation unattended without engaging password protection for the keyboard or workstation.
- 13. Unauthorized connection of multiple computers for sharing resources.
- 14. Accessing or attempting to obtain access to any Augusta computer or network facility for non-Augusta business. By law, Augusta can only provide computer services for its own work, not for private use. In this respect, Augusta's computers are different from those owned by colleges or corporations.
- 15. Accessing or attempting to obtain access to any Augusta computer or network facility for political campaigns, fundraising, commercial enterprises, mass mailings, or other outside activities that have not been granted the use of Augusta's facilities. Furthermore, you should be aware that the ability to use a computer and/or service does not constitute permission or authorization. If you have questions, contact your supervisor or Information Technology.
- 16. Creating a public display of Augusta information on the Internet, such as departmental websites, without prior notification to the Information Technology Department to ensure content and web navigation.

1.05 *Email and Internet Communications*

1.05.1 PURPOSE

Many Augusta employees have been provided with email and Internet access so that they may conduct official Augusta business. Customers must take full responsibility for messages that they transmit through Augusta's computers and network facilities. Augusta reserves the right, without prior notice, to monitor email and Internet use. This policy outlines specific guidelines that apply to the use of email and Internet communication resources, including guidelines for acceptable and unacceptable communications.

1.05.2 ACCEPTABLE USES

In compliance with applicable laws, employees of Augusta should use email to further Augusta's mission and to provide service of the highest quality. Job-related email will be sent and received through Augusta's email facility.

Email and Internet access should be used for "appropriate business use" only—that is, for the employee's job-related duties and responsibilities. This policy recognizes the specific definition of appropriate business use may differ among departments based on their mission and functions. Therefore, each department should define appropriate business use and ensure employees are informed of their guidelines.

No one shall use Augusta's computers to transmit fraudulent, defamatory, harassing, obscene, or threatening messages, spam, or any communications prohibited by law. Customers have exactly the same responsibilities on the computer network as when using other forms of communication.

1.05.3 PROFESSIONALISM

Employees have an obligation to use their access to the Internet and email in a responsible and informed way, conforming to network etiquette, customs, courtesies, and any or all applicable laws or regulations, including copyright restrictions.

Employees must be aware that their conduct or information they publish could reflect on the reputation of Augusta. Therefore, professionalism in all communications is of the utmost importance. Employees shall represent themselves and Augusta accurately and honestly through electronic information or service content. Departments are responsible for the content of their published information and for the actions of their employees.

Employee emails should include official departmental signature blocks, including relevant contact information. Quotes, cartoons, and other personal content are inappropriate for professional communication and are not allowed in email signatures.

Use prudent caution when sending out any message that appears to be an official communication from Augusta. If the header identifies your message as coming from an administrative office or

from the office of someone other than yourself (e.g., “Clerk of Court”), recipients will presume that you are speaking for that office or person.

Bear in mind that uninvited amorous or sexual messages are likely to be construed as harassment. If you are bothered by uninvited email, ask the sender to stop, and then, if necessary, consult Human Resources.

1.05.4 MALICIOUS EMAILS

Malicious emails are a common way that cybercriminals target employees and the Augusta organization. These emails often attempt to trick users into downloading malware or into revealing confidential information, like passwords or credit card information. Be very cautious in opening email attachments and in clicking links in emails, particularly for emails from outside the Augusta network. Never send sensitive personal information through email. If you have concerns about a suspicious email, contact the Information Technology Help Desk.

1.05.5 TRANSMISSION OF CONFIDENTIAL INFORMATION

Departments who choose to use email to transmit highly sensitive or confidential information should be aware of the potential risks of sending unsecured transmissions. At a minimum, emails of this nature should contain a confidentiality statement. Employees may also send encrypted emails by adding the tag [SECURE] to the beginning of the subject line.

1.05.6 GENERAL EMPLOYEE SEPARATION

When an employee separates from employment with Augusta, Information Technology receives an official separation notice from Human Resources. Information Technology will terminate the employee’s email and network access on the effective date set by Human Resources.

If circumstances require immediate suspension of the employee’s access, the Department Director, Human Resources Director, or Administrator’s Office may make this request to the Chief Information Officer or designee.

Upon an employee’s separation or reassignment to another Augusta department, the Department Director will assess the need to retain the employee’s previous emails. If retention is required, the Department Director must send a written request to the Chief Information Officer or designee. (The request must be made prior to Information Technology receiving written notice of termination from Human Resources.) Information Technology will provide the requesting department with access to the employee’s email, as long as the files are still available. All files will then be deleted from the system. **If a request is not made, all files will be removed upon Information Technology receiving notice of termination from Human Resources.**

If an employee transfers from one department to another and requests their previous email be restored, Information Technology will require written authorization (email or memo) from all previous departments for which the employee has worked. This authorization should accompany the request in the Information Technology work order system.

1.05.7 ELECTED OFFICIAL SEPARATION

When an elected official leaves office, Information Technology will terminate his or her email and network access on the day after the official's last day in office. For most officials, this date would be January 1.

Information Technology will provide written notice in December each year to all outgoing elected officials regarding their upcoming access termination. This notice will also be copied to the Administrator, Clerk of Commission, and Court Administrator (as needed).

When access is terminated, the account will be deleted, but the account's data file (.pst file) will be retained for future open records requests.

When elected officials leave or are removed from office during their term, the same policy will apply. Information Technology will terminate these officials' email and network access immediately upon their departure from office.

In all cases, the elected official's office/department will be responsible for verifying that access has been terminated appropriately.

1.05.8 PUBLIC RECORDS AND EMAIL RETENTION

Email created, sent, or received in conjunction with the transaction of official business are public records in accordance with Georgia's Freedom of Information Act (FOIA) and Public Records Act (PRA). A public record is defined as follows:

"all books, papers, maps, photographs, cards, tapes, recordings, or other documentary regardless of physical form or characteristics prepared, owned, used, in the possession of, or retained by a public body."

As such, each individual has the responsibility to retain their own business-related email and manage it according to the retention schedules established for paper records. Emails of a non-business nature are discouraged and should be deleted immediately.

Retention of electronic transmittals shall be addressed in each department's retention policy. Each department shall establish the retention criteria for essential electronic mail and other electronic records within their own department and not rely on Information Technology.

Customers shall retain all electronic messages when aware of an Open Record Request or when there exists a reasonable anticipation and/or likelihood of litigation.

The Augusta Law Department will determine which records are subject to disclosure under Georgia Law.

1.05.9 MONITORING AND EXPECTATIONS OF PRIVACY

This policy applies when Augusta resources are being used by employees, regardless of the time of day, location, or method of access. Monitoring tools are in place to monitor employees' use of electronic mail and the Internet. Employees shall have no expectation of privacy associated with email transmissions and the information they publish/store on the Internet using Augusta's resources. Employees shall cooperate with any investigation regarding the use of their computer or their activities associated with Information Technology resources.

1.05.10 AUTHORIZATION AND INSTALLATION BY INFORMATION TECHNOLOGY

Internet access, hardware, and software must be authorized and installed by Augusta Information Technology personnel or Information Technology-approved personnel.

1.05.11 OTHER EMAIL SERVICES

Customers should not use electronic mail services other than those maintained by Augusta Information Technology while on the secured Augusta network. Personal accounts should never be used to conduct Augusta business. These services present security concerns and use much more bandwidth than local mail servers, which can negatively impact network performance.

1.05.12 MASS EMAIL NOTIFICATIONS

All organization-wide email notifications must be business-related and submitted to the Administrator's Office by way of the following email address for review and distribution: Employee_Communications@augustaga.gov. The only exceptions to this policy are urgent or emergency communications from Information Technology or the Emergency Management Agency, which may be sent directly by those departments through Augusta Notice.

See 1.16 Augusta Mass Email Guidelines for more information and guidance on the content of organization-wide email notifications.

1.05.13 EMAIL GROUPS

Requests by Department Directors for new email groups or changes to an existing email group should be made in writing. Normal practice is to restrict access to the group to only the requesting Director unless additional customers are requested in writing by said Director. This policy pertains to all organization-wide email groups as well as internal department email groups.

For example, a new email group is requested for all Nationwide Retirement participants. Since this is an employee benefit, written documentation should be received from the Director of Human Resources regarding who to include in the group as well as who has access to email this group. If no additional names are submitted with the request, only the Director of Human Resources would have access to email this group.

1.05.14 COMMERCIAL USE OF INTERNET COMMUNICATIONS

The Augusta Commission must approve any commercial use of Internet communications by departments. Departments shall not accept commercial banner ads or vendor-hosted website advertising for which the department receives compensation. As a general practice, Augusta avoids endorsing or promoting a specific product or company from our websites or through email.

1.05.15 PERSONAL SOCIAL MEDIA ACCOUNTS

Employees have the First Amendment right to free speech and are thus not restricted in general in using personal social media sites in their personal lives. It is recommended that these sites remain personal in nature to help ensure a distinction between sharing personal and organizational views. Employees should keep their privacy and security in mind when engaging in personal social media use. Even with good security measures, the comments made (and how those comments may be interpreted) could be forwarded and accessible to others for a long time.

Public safety and sworn officials should reference their respective departmental policies regarding acceptable use of social media.

Personal social media accounts should not be accessed from the Augusta secured network or used to conduct Augusta business. Employees should not use Augusta email accounts or passwords in conjunction with personal social networking accounts. (Employees who are responsible for maintaining official Augusta social media accounts are exempted from these restrictions.)

Employees should be aware that threatening, abusive, or harassing communications with other employees through personal social media accounts is subject to the same investigation and disciplinary action as other forms of communication.

Employees may list their Augusta position in their personal social media accounts, but they are not authorized to speak or comment on behalf of Augusta. If an employee is contacted by a resident or elected official on their personal social media account regarding Augusta business, employees are encouraged to redirect the resident or official to an official Augusta communications channel.

If an employee chooses to post photos/live tweet/live stream information about an internal Augusta meeting, staff training, or employee-only event or activity, the employee must notify the meeting organizer as well as others in attendance of the intention to post and receive permission from all involved. The requesting employee must refrain from posting content depicting or quoting anyone at an Augusta-related event who withheld permission.

1.05.16 PROHIBITIONS

While using Augusta-provided Internet access and email, employees are strictly prohibited from the following:

1. Transmitting any communications that may constitute or that contain any of the following:

- a. Verbal abuse, threats, intimidation, slander, expletives, sexual harassment, or harassment of any kind.
 - b. Statements, language, images or other materials that are reasonably likely to be perceived as offensive or disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.
 - c. Abusive or objectionable language in either public or private messages.
 - d. Sexually oriented messages or images, including disseminating, soliciting or storing this content.
 - e. Solicitations for money for religious or political causes, or advocating religious or political opinions.
 - f. Proprietary or confidential Augusta or personal information when directed to any unauthorized recipient, or sending confidential email without the proper security standards (including encryption if necessary) being met. This includes any information that constitutes an unwarranted invasion of personal privacy.
 - g. Copyrighted materials (including articles, images, games, or other software) in violation of copyright laws.
2. Reposting, forwarding or performing group broadcasts (including chain letters) of any messages without prior consent of management.
 3. Posting information or opinions of confidential Augusta matters on message boards, in chat rooms, in news groups, on social media, or other public platforms.
 4. Using the Internet and email for personal gain or personal business activities, such as buying or selling of good or services with a profit motive.
 5. Developing or maintaining a personal web page on or from an Augusta device.
 6. Creating, installing, or knowingly distributing any material that contains malware on any Augusta computer or network facility, regardless of whether any demonstrable harm results.
 - i. Even when the harm done by programs of these types is not readily evident, they confuse beginning computer customers, degrade CPU performance, and waste the time of system administrators who must remove them.
 - ii. It is the responsibility of the customer to provide malware/anti-virus protection on any files loaded, transmitted, or downloaded in any way to an Augusta computer. This includes the latest available updates.
 7. Misrepresenting, obscuring, suppressing, or replacing a customer's identity on the Internet or email. This includes the use of false or misleading subject headers and presentation of information in the distribution of email as well as sending messages anonymously.

1.06 Usernames and Passwords

1.06.1 PURPOSE

Passwords are an important aspect of computer security. They are the front line of protection for customer accounts. A poorly chosen password may result in the compromise of Augusta's entire network. As such, all Augusta employees (including contractors and vendors with access to Augusta systems) are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

This policy summarizes Augusta's username and password policies and procedures. The intent of this policy is to provide a safe computing environment on the Augusta Information Technology network and maintain the integrity of security on these systems.

1.06.2 USERNAME ASSIGNMENT

Employee network accounts will be created when an authorized representative from the customer department submits a security request via the online Security Request Portal. The request must contain the new employee's full name, employee ID, title, phone number, supervisor, and suggested email address (auto-created by form).

Customer IDs (usernames) will be created based on employee names in the enterprise financial system. Aliases, nicknames, etc., will not be permitted. The general naming convention is to include the employee's first initial and last name (e.g., TWilliams). If following this convention would create a duplicate--for example, Troy Williams and Teresa Williams--the employee's middle initial will be used (e.g. TAWilliams). In instances when two employees have the same first and middle initial and last name, numbers will be added following the employee's name (e.g., TAWilliams2). Generic username accounts are not permitted.

1.06.3 PASSWORDS

Passwords are the entry point to our IT resources and are an essential part of ensuring that our systems remain secure. Passwords protect Augusta's entire network, not just the individual machines to which they apply. Augusta insists that each account be used only by the person to whom it belongs, so that if problems are detected or abuse is alleged, the responsible person can be identified. If a department cannot keep passwords secure, it cannot connect its machines to the Augusta-wide network.

No one shall give any password for any Augusta computer or network facility to any unauthorized person, nor obtain any other person's password by any unauthorized means whatsoever. No one except the System or Network Administrator in charge of a computer is authorized to issue passwords for that computer. If legitimate access is required, the proper request must be made to Information Technology in writing from the Department Director. Computers and networks are just like any other Augusta facilities and are to be used only by people who have permission.

1.06.4 PASSWORD HANDLING

Passwords for *all* systems are subject to the following rules:

1. Every customer account on each machine shall have only one person authorized to use it. Every customer will be allowed to login to only one machine at a time. If a customer needs the ability to login to more than one machine at a time to do their job, they may make a request through their Project Manager to have multiple logins granted. That customer will be required to authenticate their identity to the system using some proof of identity such as by password or passphrase.
2. **Never share your password with anyone else.** Likewise, you must never use or disclose a password that was given to you improperly.
 - a. No passwords are to be shared in order to "cover" for someone out of the office. Contact Information Technology to create a temporary account if there are resources management needs to access. This request must come in writing from the Director/Elected Official.
 - b. No passwords are to be spoken, written, emailed, hinted at, shared, or in any way known to anyone other than the customer involved. This includes supervisors and personal assistants.
 - c. All passwords are to be treated as sensitive, confidential Augusta information. If someone demands a password, refer him or her to this document or have him or her call the IT Help Desk.
 - d. **Information Technology will never ask for your password.**
3. Passwords are not to be displayed or concealed in your workspace. Do not store the password for one computer in another computer unless your system administrator has assured you that no security hazard will result. It is easy for a stranger to walk up to your personal computer and retrieve passwords that are stored in it.
4. Do not use the same password for Augusta accounts as for other non-Augusta access (e.g., personal email account, benefits accounts, accounts on other websites, etc.)
5. Do not use the "Remember Password" feature of web browsers or applications.
6. Your password is secret. Information Technology staff will not normally ask you for it. The computer will never ask you to type it unless you are logging in or changing your password. Beware of computer programs that ask you to "log in again" or type your password at any other time; they are likely to be tricks. (There are rare exceptions on some computers; check with the IT Help Desk. If anything that you do not understand ever happens after you type your password, then change your password immediately.)
7. Failed login attempts will be logged. More than three failed logins on a given account per hour will require investigation.
8. If you feel a password is compromised, the password should be changed immediately. Please call the Information Technology Help Desk at (706) 821-2524 for assistance if necessary.

1.06.5 PASSWORD COMPOSITION

You are responsible for choosing a secure password. Do not use your name, address, date of birth, username, nickname, telephone numbers or any term someone who is familiar with you could easily guess. Avoid recognizable words in any language, because some people guess passwords by automatically trying every word in a large dictionary. A good way to make up a secure password is to use the initials of a phrase and include some numbers or special characters as well as upper and lowercase letters. For example, *57ityDwb!! is a good password, and it's easy to remember because it stands for "57 is the year Dexter was born!!"

Augusta's network and client operating systems have systematically enforced password requirements. Passwords must meet the following criteria:

- Password may not contain all or part of the customer's account name.
- Password is at least twelve characters long.
- Password contains characters from all four of the following categories:
 - English uppercase characters (A...Z)
 - English lowercase characters (a...z)
 - Base 10 digits (0...9)
 - Non-alphanumeric special characters (exclamation point [!], dollar sign [\$], pound sign [#], percent sign [%], etc.)

Poor, weak passwords have the following characteristics:

- The password contains less than twelve characters.
- The password is a word found in a dictionary (English or foreign).
- The password is a common usage word such as:
 - Names of family, pets, friends, co-workers, fantasy characters, etc.
 - Computer terms and names, sites, companies, hardware, software.
 - Birthdays and other personal information such as addresses and phone numbers.
 - Word or number patterns like aaabbb, qwerty, zyxwvuts, 123321, etc.
 - Any of the above spelled backwards.
 - Any of the above preceded or followed by a digit (e.g., secret1, 1secret).

Strong passwords have the following characteristics:

- Contain both upper and lower case characters (e.g., a-z, A-Z)
- Have digits and punctuation characters as well as letters e.g., 0-9, !@#\$\$%^&*()_+
- Are at least twelve alphanumeric characters long.
- Are not words in any language, slang, dialect, jargon, etc.
- Are not based on personal information, names of family, etc.

1.06.6 STATEMENT OF CONSEQUENCES

Giving your password to an unauthorized person can be a crime under Georgia law. The criterion for disclosure is not whether you trust the person, but whether Augusta has authorized them.

Computer password disclosure is defined as the unauthorized disclosure of a password resulting in damages exceeding \$500. In practice, this includes any disclosure that requires a system security audit afterward.

Misleading transmittal of names or trademarks is defined as falsely identifying yourself or falsely claiming to speak for a person or organization by using their name, trademark, logo, or seal (GA Code 16-9-93.1).

Maximum penalties for these offenses may be up to a \$50,000 fine and 15 years' imprisonment, plus civil liability. The maximum liability for computer password disclosure is a \$5,000 fine and 1 year of imprisonment, plus civil liability.

1.07 Virtual Private Network Access

1.07.1 PURPOSE

This policy outlines Augusta's guidelines and requirements for employee access to the Augusta network through Virtual Private Network connections.

1.07.2 DEFINITION

A Virtual Private Network (VPN) provides a secure (encrypted) network connection over the Internet between an individual and a private network. By using the public Internet for data transport, VPN provides a low cost solution to remote access or connectivity. In effect, this allows Augusta employees to access Augusta network resources as if they were on campus.

The VPN connection is established by running special software on the remote computer that communicates with specific hardware located in Augusta's data center. The VPN hardware is assigned a unique Internet address, which is programmed into the remote software. Access is granted to users by login, using an account name and password combination.

1.07.3 GENERAL VPN POLICIES

Augusta employees, Department Directors, Administrators and Elected Officials are permitted access through a VPN with the approval of the requestor's supervisor and/or the Chief Information Officer. VPN is a "user managed" service. This means that the user is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees.

Additionally:

1. VPN access is provided through Information Technology. No other department may implement VPN services.
2. Only the VPN software distributed by Information Technology may be used on Augusta-owned devices.
3. The VPN software can only be installed on the computer listed on the VPN Access Request Form.
4. VPN access will be controlled using an account name and password. These will be assigned by the IT Security Administrator or authorized delegate.
5. It is the responsibility of employees with VPN privileges to ensure that unauthorized users are not allowed access to the Augusta network.
6. When actively connected to the Augusta network, all traffic to and from the remotely attached PC is through the VPN tunnel, including Internet browsing.

7. All network activity during a VPN session is subject to Augusta policies and may be monitored for compliance.
8. All computers connected to the Augusta network via VPN or any other technology must use the most up-to-date anti-virus software that meets or exceeds the corporate standard. All computers are also required to be up to date on all OS patches for security. Proof of compliance is required prior to the assignment of a VPN account to ensure network health.
9. Compliance of anti-virus software and OS patches will be validated every time you connect to the Augusta network via the VPN. Any device that is not compliant will be quarantined and not allowed to connect until the anti-virus and/or OS has been updated to the current level.
10. VPN users will be automatically disconnected from the Augusta network after thirty minutes of inactivity. The user must then log on again to reconnect to the network. Pings or other artificial network processes are not to be used to keep the connection open.
11. The VPN concentrator is limited to an absolute connection time of 6 hours.
12. Users of computers that are not Augusta-owned equipment must configure the equipment to comply with Augusta's VPN and Network policies.
13. By using VPN technology with personal equipment, users must understand that their machines are a de facto extension of the Augusta network, and as such are subject to the same rules and regulations that apply to Augusta-owned equipment, i.e., their machines must be configured to comply with all Augusta network access policies.

1.07.4 SUPPORT

Due to the tremendous variation in home PC and network configurations, Information Technology is unable to provide full and immediate support for VPN-related problems. Account-related issues may be resolved by the Help Desk. For VPN networking and application issues, you may open a ticket at the Help Desk which will be addressed during regular work hours. Users will be responsible for supporting their personal computer as well as any Internet connectivity issues.

Disclaimer: Use of a router is available for any broadband plan. Hypothetically, you could have an unlimited number of computers on the Internet at one time, depending on the limitations of your router. Augusta does not endorse any particular product. Augusta does not support LANS/Networks other than our own. Augusta does not offer educational/technical support for third party equipment. For further assistance regarding your router or other equipment, you should contact the Router/LAN device manufacturer or the company that sold you the equipment.

1.07.5 OBTAINING VPN ACCESS

The following procedures should be followed to acquire VPN access:

1. Discuss the viability of remote access with your immediate supervisor.
2. If the supervisor approves, submit a request for VPN access using the VPN Employee Access Request form at <https://augustaga.sharepoint.com/sites/portal>.
3. Once the form has been approved by the Department Director or designee and the IT Security Administrator, you will be allowed VPN access.
4. The IT Help Desk can assist with installation of the Cisco AnyConnect VPN client.

1.07.6 CONNECTIVITY REQUIREMENTS

VPN connectivity requires an Internet Service Provider that allows VPN connections through their service. Broadband service is required (cable or DSL). Dial-up modems are not supported.

Up-to-date operating systems are required for connectivity. The current hardware/software requirements for connectivity are listed below. This list is subject to change with advancements in technology.

- **Windows** 10, 8.1, 8, and 7
- **Mac OS X** 10.8 and later
- **Apple App Store:** for Apple iOS 6.0 and later
- **Google Play:** for Android 4.0 and later

Note that there are multiple AnyConnect images available, so it is important that you select the correct image for your device. See the Android release notes for specific requirements.

- **Windows Store:** for Windows Phone 8.1 Update 1 and later
- **BlackBerry App World:** for BlackBerry 10.3.2 and later
- **Google Chrome OS:** for Chrome OS 43 and later (early preview)
- **Amazon Appstore:** for select Kindle and Fire Phone devices

1.07.7 ENFORCEMENT

Any employee found to have violated this policy may be subject to disciplinary action.

1.08 Workstation and Data Access

1.08.1 PURPOSE

Access to employee workstations must be restricted to the individual to whom the equipment is assigned. This policy outlines the general guidelines for managing access to employee workstations and data.

1.08.2 MAINTAINING EMPLOYEE WORKSTATIONS

As a general rule, customers should keep food and beverages away from the area around their computers and equipment to prevent accidental spills and damage. Customers should also ensure that all equipment connected to electrical power is outfitted with surge protectors.

1.08.3 LOCKING WORKSTATIONS

When a customer leaves their workstation, even if it is only for a few moments, the customer should lock the workstation by pressing the ALT + CTRL + DELETE keys at the same time and then pressing ENTER. When the customer returns, the customer will need to press the ALT + CTRL + DELETE keys at the same time and then type their network login and password to access their system again. Doing this secures the system without losing any of the information the customer was working on at the time.

Customers should secure their equipment when leaving for the day by logging off or turning off all desktop computers, monitors and other devices connected to the Augusta network.

1.08.4 ACCESSING LOCKED WORKSTATIONS

Information Technology will not override a workstation login currently locked by a customer. Doing so can cause loss of data for the customer as well as data and program corruption. The ONLY exception to this will be when the workstation is compromised and is a security risk to the network. Even then, Information Technology personnel will attempt to contact the customer immediately to log into the workstation. If contact with the customer is unsuccessful in a network security risk situation, IT personnel will only disconnect the network cable from the computer until the risk can be contained. If you have any questions about this, please contact Information Technology's Security Administrator.

1.08.5 RECOVERING DATA FOR ABSENT OR TERMINATED EMPLOYEES

Any requests for files, contact lists, etc. should be made directly to the employee by the supervisor. If an employee is terminated, resigns, or retires, the employee's immediate supervisor must request a copy of all pertinent data prior to giving the employee their last check. All data must be examined for accuracy and completeness once it is received. Employee data should be treated in the same manner as all other property of Augusta.

If the department requires access to employee emails or information for a terminated employee, the Department Director must submit a request in writing to the Chief Information Officer or designee. See section 1.05.6 of the Email and Internet Communications policy. ***Once Information Technology receives a termination notice from Human Resources, all data will be removed (unless a retention request has been made).***

Whenever possible, information essential for operations should be stored in a location that is accessible by at least one backup employee (i.e., SharePoint or a shared drive). Similarly, backup access should be established for online systems and platforms. This practice prevents access issues delays when employees are out of the office for extended periods.

With appropriate planning and staffing backup protocols in place, most issues can be resolved without breaking security policies. Information Technology is always willing to work with departments to develop a workable solution so that operations can continue without interruption. Please contact Information Technology to discuss any concerns you may have.

1.08.6 EXCEPTIONS

Any exception to this policy will require a written request to Information Technology. The request must outline the data being sought, an explanation as to why the data was not retrieved prior to providing the employee with their last check, and a contact name and number for the person coordinating the data retrieval. Information Technology will review the request and work with the requesting department to identify a solution, if possible.

1.09 *Standards for Augusta Web Pages and Social Media*

1.09.1 PURPOSE

This policy governs documents (web pages) appearing on the Internet from Augusta servers, including the official Augusta website, as well as official Augusta accounts on social media platforms. These guidelines emphasize the need to maintain a high level of professionalism and consistency in how Augusta presents itself to the public. Augusta Information Technology is not responsible for third-party pages developed and hosted by external vendors.

1.09.2 RESPONSIBILITY AND GENERAL GUIDELINES FOR CONTENT

All official Augusta websites and social media accounts are considered extensions of Augusta's information networks. As such, they are governed by all Augusta policies regarding use of network resources and Internet communications. Departments that post content to the Internet or social media are responsible for complying with applicable federal, state, and county laws, regulations, and policies. This includes adherence to laws and policies regarding copyright, use of photographs, records retention, personnel privacy, public records, First Amendment, HIPAA privacy, the Americans with Disabilities Act, and information security policies established by Augusta.

Those who publish web pages or maintain social media accounts on behalf of Augusta shall take full responsibility for what they post. Employees must not use Augusta web pages or social media sites for political purposes, to conduct private commercial transactions, or to engage in private business activities. Inappropriate use of Augusta-related web pages or social media can be grounds for disciplinary action.

At a minimum, the following content guidelines must be followed for Augusta-hosted websites or social media accounts:

1. Departments and individuals shall not post any libelous or deceptive information. If such content is posted, both Augusta and the individuals responsible for publishing the information may be held potentially liable for such content.
2. Departments and individuals shall not post any material that is sexually explicit, obscene, or otherwise offensive. In general, Augusta's sexual harassment policy prohibits the display of sexually explicit material that interferes with anyone's work performance or creates an intimidating, hostile, or offensive environment. Creating and distributing (linking to) obscene content may also violate the law.
3. To reproduce copyrighted pictures or other copyrighted content on a web page, Augusta must have the copyright owner's permission. It is not sufficient to reproduce the owner's copyright notice; departments must actually obtain permission to reproduce the content, just as if the material was being published in a newspaper.
4. Employees administering social media platforms should be aware of the Terms of Service (TOS) of each platform. Each has its own unique TOS that regulates how users interact using that particular form of media. Any employee using a form of social media

on behalf of an Augusta department should consult the most current TOS in order to avoid violations.

1.09.3 COMMERCIAL USES NOT PERMITTED

Individual employees and departments shall not accept payments, discounts, free merchandise or services, or any other remuneration in return for placing anything on Augusta web pages or social media accounts. No paid advertising or marketing messages for non-Augusta entities may be published on Augusta's communications resources without coordination with Information Technology and approval by the Augusta Commission.

1.09.4 OFFICIAL AUGUSTA SOCIAL MEDIA SITES

Augusta departments have varying needs for the use of social media, depending on the specific services they offer. With the guidance of the Public Information Manager, each department that chooses to use social media as part of its business operations is responsible for managing its own social media presence and must adhere to the following guidelines.

1. Each department must designate a primary and secondary administrator for each social media account. These administrators must collaborate with the Public Information Manager and Information Technology to ensure their social media sites are consistent with other Augusta sites and brands.
2. Departments must secure (or set privacy settings for) each of their social media sites, so that only assigned employees can post to the site. Site administrators should take appropriate steps to minimize security risks to prevent fraud or unauthorized access to social media sites. Administrators are strongly advised to use different passwords for different accounts, since using the same password for all accounts increases the likelihood of accounts being compromised. Administrators should also change their passwords on at least a quarterly basis.
3. Communication on official Augusta social media platforms is considered a public record. Posts of the account administrator and any feedback by other employees and non-employees, including members of the public, will become part of the public record. Departments are responsible for retaining these records in accordance with the records retention schedule.
4. Active social media platforms should have new content posted frequently. Departments should closely monitor the analytics available for each social media site and use this information to develop a content management strategy.
5. It is strongly recommended that new information or updates be posted on both the Augusta website and any social media sites. Always provide links back to Augusta's official website for more information, forms, documents, or online services necessary to conduct business with Augusta.

1.09.5 REQUESTS FOR CONTENT CHANGES TO AUGUSTA WEB PAGES

Each department will maintain a primary and secondary contact person for their presence on the official Augusta website. These two web contacts and the Department Director will be the only people allowed to request changes for their department web site. The designated Web contact should adhere to the following guidelines.

1. All content changes will be submitted via email to the Web Administrator address (webadmin@augustaga.gov). Use of this address is important as it ensures that all changes and updates are distributed to several people, instead of just one individual.
2. The turnaround time for content changes is one to three days, depending on the size of the update. Some large updates may take longer. Turnaround time for email forms and script changes is one week. Please ensure requests are submitted with adequate time to fulfill it.
3. Departments must be explicit about describing content changes and the page to be updated. Vague or incomplete requests will result in delays. Include the page name and actual URL or address of the page in submissions.
4. Departments can also make changes and corrections by printing out the pages and marking them up with a red pen. Corrections can be scanned in and sent by email or sent through interoffice mail.
5. Department Directors must notify Information Technology if there is a change in their designated web contact personnel.

1.09.6 LIVE EDITING IN A STAGING ENVIRONMENT & TEMPLATES

Any department that is granted 'live editing in a staging environment' capabilities for the Augusta website must use the provided templates to do so. Templates and live editing are only available to departments who meet the necessary criteria.

- Have justified and relevant reasons to edit live content.
- Have a knowledgeable webmaster.
- Have a need for live updating due to legal requirements, etc.

The Augusta website uses Cascading Style Sheets. That means that font properties (type, size, and color) have already been specified. There is no need to specify fonts or heading sizes when making updates. Do not deviate from this standard.

Once the editing is completed in the staging environment, the Web Administrator will review and move the data to the production site.

1.09.7 AUGUSTA WEBSITE CONTENT RULES & STANDARDS

1.09.7.1 Filenames

All HTML files on the web site should be named in lowercase. Any spaces in the files should be substituted with the underscore character. This creates a cohesive and predictable naming environment that will make it easier to troubleshoot and manage the site. Other documents and images are not subject to the same rules and can be named as necessary.

1.09.7.2 Directory Structure

In order to maintain a logical and neat working environment the web site must conform to a standard directory structure.

- Standard navigation and design images will go in the root image directory.
- All departments and subsections of the web site will have their own directory under the departments' directory.
- Department directories will include folders for PDF files, specific department related images, and others for miscellaneous documents if needed.

1.09.7.3 Colors

The site will use standard colors to maintain design consistency. Consult the Public Information Manager or Web Administrator for the current color standards.

1.09.7.4 Images

Use of images or pictures on department sites should be limited by relevance to corresponding content. The following restrictions will apply.

- The webmaster may edit picture dimensions to fit the page properly.
- Pictures should maintain a small file size to ensure quick downloading. (Pictures that do not meet these requirements may be edited by the webmaster.)
- Use of clip art and other hand drawn art is discouraged. This is done to maintain a professional look and feel.
- Animations are strictly prohibited unless otherwise stated.

1.09.7.5 *Other Documents*

To make the site easier to maintain, more accessible, and easier to archive, all forms, meeting minutes, legal documents, and applications should be converted to PDF format unless otherwise stated. Use of PDF format is advantageous for several reasons:

- PDFs ensure no editing of the documents will take place after release, as the content is fully protected and cannot be altered.
- PDFs are fully accessible to the disabled.
- PDFs are easier to maintain and update using desktop tools, eliminating wasted time converting content to HTML.

1.09.7.6 *Accessibility Standards*

To make the website more accessible to people with disabilities, it has been developed in line with Section 508 Disability Guidelines. These Guidelines place restrictions on how content can be presented. In order to comply, changes may sometimes be needed to ensure department content is acceptable. Content that needs revision may be edited by the Web Administrator or sent back to the department for revision.

1.09.7.7 *External Links*

External links are allowed, as long as they:

- Are approved by Information Technology and/or Administrator's Office.
- Are relevant to Augusta or department content.
- Do not correspond to a commercial entity that has no bearing on Augusta government (for example, Mike's Tropical Fish has no relevance to Augusta government).
- Are professional in nature. No personal links or sites that promote unofficial groups and individuals.
- Are explicitly noted as external and no longer part of the Augusta web site.

1.09.7.8 *Plain Language*

Whenever possible, website content should be written in plain language that is easy for the general public to understand. Avoid jargon, unnecessary technical terms and acronyms whenever possible. Content authors should use online readability tools to check that content is at roughly an 8th-grade reading level.

1.09.8 NOTIFICATION OF MAINTENANCE & CHANGES

Notification will be sent out to department web contacts in the event of any major maintenance or change to the Augusta website that incurs significant downtime.

1.10 Confidential and Personal Information

1.10.1 PURPOSE

Augusta has the responsibility to develop, implement, maintain, and enforce appropriate security procedures to ensure the integrity of individual and institutional information, however stored, and to impose appropriate penalties when privacy is purposefully abridged. All information stored in electronic format must be secure and available only to those entitled to access that information.

Each Augusta employee has a legal responsibility to protect the confidentiality of records and information in his or her possession. This policy outlines the general guidelines for managing access to confidential and personal information.

1.10.2 SECURE ACCESS TO CONFIDENTIAL INFORMATION

Access to confidential information is intended only for legitimate Augusta use related to job responsibilities and roles within the Augusta department. “Need to know” is the basic principle. This information may not be released to any third party without proper authorization.

Customers shall not place confidential information in computers without properly protecting it. Augusta cannot guarantee the privacy of computer files, electronic mail, or other information stored or transmitted by a computer unless special arrangements are made. The nature of some departmental operations requires that access to personal data on employees and citizens be utilized. However, proper procedures must be followed prior to any prohibited information being downloaded to portable devices.

1.10.3 USE OF EMAIL

Ordinary electronic mail is not private. Do not use it to transmit computer passwords, credit card numbers, or medical information. Bear in mind that some records are required by law, and by Augusta policy, to be kept confidential. It is also necessary to protect confidential information about employees, such as performance evaluations.

Employees shall have no expectation of privacy associated with email transmissions and the information they publish/store on the Internet using Augusta’s resources.

1.10.4 PERSONAL INFORMATION

Excessive personal use of Augusta’s email or Internet resource shall lead to loss of the privilege to use them. Employees should not download any personal data, including social security numbers and any other prohibited information, onto Augusta-issued portable/mobile devices (laptops, smartphones, USB drives, etc.).

1.10.5 OPEN RECORDS ACT

Employees should be aware that the Georgia Open Records Act (O.C.G.A. § 50-18-70 through 50-18-76) applies to information stored in computers. This act gives citizens the right to obtain copies of public records, including any record prepared, received, or maintained by Augusta in the course of its operations. Data which is exempted from disclosure under the Freedom of Information Act (Public Law 93-502) or whose disclosure is forbidden by the Privacy Act (Public Law 93-579) will not be transmitted over the Internet network unless encrypted. All mobile law enforcement devices and GCIC/NCIC transmissions are encrypted.

1.11 Cooperation with Investigations and Open Records Requests

1.11.1 PURPOSE

The purpose of this policy is to establish guidelines for employee cooperation with investigations or requests brought by any agency or individual pursuant to the Georgia Open Records Act (O.C.G.A. § 50-18-70 through 50-18-76), or with any investigations initiated by a Department Director.

1.11.2 FULL COOPERATION

The Information Technology Department shall cooperate fully with any investigation or Open Records Act request that involves the use of computer equipment or the Augusta network by any customer. Augusta reserves the right to turn over any evidence of illegal or improper activity to the appropriate authorities.

1.11.3 NO EXPECTATION OF PRIVACY

Customers should not have any expectation of privacy with respect to their use of Augusta systems and equipment. All messages or files composed, sent, or received in the system are, and remain, the property of Augusta. They are not the private property of any employee. It is possible for deleted documents and messages to be recovered. Emails, Internet activity history, and any other electronic files are subject to retrieval.

In addition, Augusta may conduct electronic monitoring of employee activity without prior written notice.

See 1.05 Email and Internet Communications Policy for more information about employee privacy and record retention requirements. See 1.03 Computer Acceptable Use Policy for more information about electronic monitoring.

1.11.4 REQUESTS FOR INFORMATION

1.11.4.1 Internal Requests

Any Augusta Department Director or Elected Official seeking internal technology-related records must submit a written request through the Augusta Law Department. Information Technology will gather the information as requested. Information Technology will then release the collected information to the Augusta Law Department, which will determine which information is subject to disclosure to the requestor.

1.11.4.2 All Other Requests

Any other individual or agency seeking technology-related records must follow the Open Records Request process managed by the Administrator's Office. Information Technology

will gather the information as requested. Information Technology will then release the collected information to the Open Records Officer for review and delivery.

1.12 Mobile Devices

1.12.1 PURPOSE

This policy shall apply to all Augusta employees, elected and appointed officials, and any other person authorized for the use of an Augusta-provided mobile device, the reimbursement for the use of a personal mobile device, or the use of a personal mobile device in the conduct of Augusta business.

1.12.2 AUTHORITY FOR APPROVALS

Department Directors/Elected Officials and their designees have authority to approve, deny or terminate the use of an Augusta-provided mobile device, the reimbursement for the use of a personal mobile device, or the ability to forward Augusta data to a personal mobile device.

1.12.3 USE OF AUGUSTA-ISSUED & PERSONAL DEVICES

Augusta shall take necessary measures to manage the use of Augusta-provided and personal mobile devices used in the conduct of Augusta business. Augusta is not responsible for the loss of personal information or costs that may result from the management and control activities needed to ensure the acceptable use of such devices. Any employees who access Augusta information from their personal devices do so at their own risk.

If an employee is issued an Augusta-provided mobile device, the device is the responsibility of that employee. The employee will be expected to pay the replacement cost of the device in the event of loss, damage or theft. See Section 1100.3, Loss Prevention, of the Personnel Policy & Procedures Manual for more information.

Random audits of mobile devices will be conducted.

1.12.4 EXPECTATIONS OF EMPLOYEE CONDUCT

All employees and elected and appointed officials conducting Augusta business on mobile devices are expected to comply with all Augusta policies and exercise the same care in communicating information as when communicating from any other Augusta-owned device.

Employees are expected to exercise good judgment while using the mobile network. Mobile devices are susceptible to monitoring and are not suitable for communications where privacy or security is a requirement. Mobile devices should not be left accessible to others (for example, in an unlocked car or on a desk).

Employees are expected to practice safety while using mobile devices. Mobile devices should not be used while the employee is driving, walking, biking, etc.

1.12.5 REASSIGNMENTS & EMPLOYEE SEPARATION

Mobile devices should not be transferred to individuals within departments without notifying the Information Technology Department. Mobile device changes and reassignments must be made through the Telecommunications Administrators, who can be contacted via the IT HelpDesk at 706-821-2524 or HelpDesk@AugustaGA.gov.

If an employee leaves the organization, their device should be turned into IT to be wiped and prepared for reuse. Departments are responsible for requesting service to be terminated for devices that will not be reassigned.

1.12.6 COMMISSIONER DEVICES

On November 4, 2020, the Augusta Commission approved a policy allowing outgoing commissioners and mayors to purchase their respective cell phones and tablets after their last day in office. If an outgoing official wishes to purchase their device, they or the Clerk of Commission should notify their project manager in Information Technology.

Information Technology will calculate the current value of the equipment using straight-line depreciation of the initial purchase price over five years with a final salvage value of \$0.00. Information Technology will provide this depreciation schedule to the Finance Department for review and approval. The officials will pay the calculated value of the equipment.

Information Technology will remove any Augusta applications and data from the devices and reset them to factory settings before releasing to the officials.

1.12.7 RESPONSIBILITY

The responsibility for ensuring compliance with this policy rests with each Department Director.

1.13 Radios

1.13.1 PURPOSE

All industry-standard radio-operating procedures are to be followed when using radios supplied by Augusta. Radios are to be utilized for Official Business Only. As each radio is issued an electronic ID number, which is printed to a computer every time the talk button is keyed on a radio, said unit will be identified each time the radio is used.

The Radio System Manager will provide support in ordering new radios, programming radios, having radios and other communication equipment repaired, and overseeing the entire communication system's operation in Augusta. By doing this, Augusta will be able to maintain standardization for the communication system.

1.13.2 ORDERING NEW OR REPLACEMENT RADIOS

The Radio System Manager will be responsible for ordering all of Augusta's communication equipment, ensuring the proper equipment is ordered and compatible with the existing system. When new or replacement radios are needed, a written requisition, with the appropriate department org key and object code, should be sent to the Radio System Manager. The Radio System Manager will review the requisition, ensuring all items are on the requisition with the most current state contract pricing.

1.13.3 PROGRAMMING PORTABLE RADIOS

All portable radios must be programmed through Augusta Communications to ensure that all of the correct information is in the radio. Individual I.D. numbers must be obtained from Augusta Communications, allowing the radio to operate on the Augusta system and ensuring that system integrity is maintained by having one person program the equipment.

1.13.4 REPAIR OF COMMUNICATION EQUIPMENT

The radio system and its components are under warranty with Motorola to maintain all of the communication equipment. Any piece of radio equipment requiring maintenance must route through Augusta Communications – if this is not possible, the Radio group in Information Technology will facilitate the repair.

1.13.5 PROPER USE OF COMMUNICATION EQUIPMENT

The Radio System Manager will be responsible for the proper use of the communication equipment. Any person improperly using the communication equipment, such as violating F.C.C. regulations, will be notified of the violation, and their Department Director will be made aware of the violation. Should improper use of the system continue, that person would not be allowed to operate any communication equipment owned by Augusta.

1.13.6 LOST OR STOLEN EQUIPMENT

Users who have lost or stolen equipment should immediately report the incident to the Radio System Manager and to Risk Management. The Radio System Manager will take the necessary steps to disable the unit to prevent any use by anyone not authorized by Augusta.

1.13.7 OBTAINING NEW I.D. NUMBERS

The only person authorized to obtain new I.D. numbers for the communication equipment is the Radio System Manager via Augusta Communications. The correct accounting of the I.D. database by one person maintains its integrity, and in the event of radio loss or other incident, provides additional information from that radio.

1.13.8 TWO-WAY RADIO POLICIES

1. Radios are for Official Business Only.
2. Employees shall utilize authorized talkgroups only.
3. Programming changes are not authorized without the approval of the Information Technology Department.
4. No Hardware or Accessories will be added or altered except by Information Technology or authorized personnel.
5. Each Employee assigned a radio will be responsible for said unit and accessories, to include a replacement in the event of loss or damage due to negligence.
6. Any damage or loss must be reported immediately in writing to Information Technology and Risk Management. Replacement options are at the discretion of the Department Director.
7. The transmission of profanity on said radio is prohibited.
8. Sexually explicit communication is prohibited in any form while using said system.
9. No radios will be used as a scanner after hours except as authorized by the Department Director.
10. All transmissions will be kept as brief as possible.
11. All repairs and re-programming will be directed through Augusta Communications.
12. Said radio system and equipment are controlled and directed through Information Technology.
13. Emergency radio functions are reserved for life-threatening functions only.

As each radio is issued an electronic ID number, which is printed to a computer every time the talk button is keyed on a radio, said unit would be identified each time the radio is used.

In the event of a disaster, the Public Safety and other departments must use the Emergency Operations Talkgroups. All Augusta radios are equipped with the six (6) Emergency Operations Talkgroups, so each department has interoperability capabilities within Augusta.

Any violation of this policy shall be subject to the policy and procedures of the Augusta Government and associated disciplinary actions. Users or Department Directors shall direct any problems or questions concerning the system to the Radio System Manager.

1.14 Open Data Policy

1.14.1 PURPOSE

Augusta, Georgia (“Augusta”) recognizes that citizens’ access to their local government’s information is fundamental to transparency and accountability, and that the proactive disclosure of data promotes citizen engagement with the operations of government. Therefore, the purpose of this policy is to provide uniform guidelines for the proper management and protection of data residing on Augusta’s open data platform “Open Augusta” for reuse by our citizens and the general public.

1.14.2 POLICY

It is the policy of Augusta to ensure a consistent and consolidated approach to selecting, publishing and maintaining data on Open Augusta. Open Augusta is a single solution available to all Augusta Offices and Departments (“departments”) for sharing their data with the public.

Augusta departments are each responsible for determining which of their datasets are suitable for publishing on Open Augusta. Departments should work in cooperation with the Information Technology Department to make their respective datasets publicly available via Open Augusta.

1.14.3 DEFINITIONS

- Data - A value or set of values that represents a specific concept or concepts. Data becomes information when analyzed and possibly combined with other data in order to extract meaning and provide context.
- Data Steward – Departmental staff member designated by a Department Director as responsible for maintaining one or more departmental datasets on the Open Augusta platform.
- Dataset - A collection of data. Most commonly, a dataset corresponds to the contents of a single database table, or a single statistical data matrix, where every column of the table represents a particular variable, and each row corresponds to a given member of the dataset in question.
- Open Augusta Portal - www.augustaga.gov/openaugusta (<https://geohub-augustagis.opendata.arcgis.com/>)
- Open Augusta Data – Data generated and maintained jointly, openly shared, and available to the public in accordance with public records laws.
- Open Data - Data made public and provided in a convenient, modifiable form such that there are no unnecessary technological obstacles to the use of the data. For purposes of this policy, open data is machine readable, available in bulk, and provided in an open format.
- Portals - A means, usually a technology application, for transmitting open data for use, reuse, and redistribution.

- Principles of Open Data - Principles that govern the approach that Augusta uses to make data open. See “Principles of Open Data” at the end of this document.
- Restricted Data - All data that Augusta is restricted from disclosing under state or federal law and all data that Augusta is permitted to withhold from disclosure under state or federal law and has elected to withhold from disclosure.

1.14.4 OPEN DATA PORTAL OVERSIGHT

Oversight of the Open Augusta Portal has been delegated to the Information Technology Department, and the Chief Information Officer shall determine the Open Augusta Lead. It will be the responsibility of the Open Augusta Lead or their designee(s) to:

- Maintain the Open Data Portal (Open Augusta).
- Assist Augusta departments with determining which additional datasets will be added to Open Augusta as needed.
- Advise departments on best practices for open data-related projects and the requirements of this policy.
- Assist in the implementation of open data projects.
- Enforce this policy.
- Approve publishing of all datasets to be released.

Information Technology will not be responsible for the validity of any departmental data.

1.14.5 DEPARTMENTAL RESPONSIBILITIES

Each Augusta department can choose to participate in the Open Data program and select datasets for publication. Departments must designate a data steward for each open dataset and provide the necessary contact information for the data steward(s) to the Open Data Lead. It will be the responsibility of each departmental data steward to:

- Determine which data may be relevant to the public and which departmental datasets will be added to Open Augusta.
- Coordinate with other departmental staff to approve, extract, transform, and load procedures for each open dataset, with the assistance of the Open Data Lead.
- Establish a data refresh schedule for all data to be published.
- Determine what restrictions apply to departmental data and ensure any open datasets comply with these restrictions (see “Restrictions on Data Publication” below).

1.14.6 DATA PUBLISHING PROCESS

- Open Augusta is a long-term, single solution source available to all Augusta departments. It is the appropriate portal for sharing any open datasets with the public.

- The Open Data Lead will work as the primary partner to any department needing assistance and guidance to publish and release data.
- The Open Data Lead will assist departments in determining when and in what format data will be published to Open Augusta.

1.14.7 RESTRICTIONS ON DATA PUBLICATION

- Data restrictions apply to all data that is restricted from disclosure under state or federal law. Data restrictions also apply to all data that Augusta is permitted to withhold from disclosure under state or federal law and has elected to withhold from disclosure.
- It is the responsibility of each individual department to determine what data should be restricted or released. As departments are the appropriate stewards and custodians of the data they maintain, it will be up to each department to determine whether its data is restricted or not.
- Nothing in this policy shall be construed to supersede existing requirements for review and clearance of information exempt from disclosure under the Georgia Open Records Act (O.C.G.A § 50-18-70) and other applicable laws, regulations, or judicial orders.

1.14.8 PRINCIPLES OF OPEN DATA

All Augusta open datasets should adhere to the following principles, with certain exemptions identified in this policy if necessary:

- **Complete:** All facets of the data are available (unless subject to valid privacy limitations, including sensitive or protected information).
- **Accessible:** Data is easily and freely accessed via a central open data portal, Open Augusta, and is provided in bulk when possible.
- **Primary:** Data is collected at the source, with the highest level of granularity (not in aggregate or modified forms).
- **Timely:** Data is available to the public in a timely manner, ideally as soon as it is collected (“real-time” data), but subject to standards related to quality assurance and internal schedules and processes that may affect the validity of the data.
- **Machine-Readability:** Data shall be collected and released in machine readable, open formats based on common data standards that may allow for bulk download through an automated processing interface (API) and compatible with existing Open Data storage platforms.
- **License-Free:** When possible, data will be made available at no cost and with an open license, with no restrictions on copying, publishing, distributing, transmitting, or adapting the information. Data will not be subject to copyright, patent, or trademark regulation. In certain situations, contractual obligations may require that certain data cannot be released except through the use of a license and proprietary means.

- Non-Proprietary: Data should be available in a format over which no entity has exclusive control, with an exception for data owned by a third party and licensed by Augusta where existing contractual obligations limit open formats.
- Documentation / Metadata: For all datasets hosted on the Augusta open data portal, the following metadata shall be provided:
 - Name of department responsible for maintaining dataset.
 - Name of dataset owner in the department where data originates.
 - Frequency of data update and date and time of most recent update, when applicable.
 - Clear labels and explanations of data in each field.

1.15 Employee Security Awareness Training

1.15.1 PURPOSE

A robust cybersecurity framework for Augusta must include both technology-centered and human-centered strategies. Experience-based training is essential to help employees avoid security threats targeting sensitive data. This policy establishes guidelines for Augusta's employee security awareness training program.

1.15.2 POLICY & PROCEDURES

1. All new employees with network access must complete online security awareness training within the first 7 days from their date of hire.
2. All employees with network access must complete security awareness refresher training annually. Information Technology will notify employees when training is assigned and track completion of the required modules.
3. VPN access will not be granted unless the employee has completed all required training.
4. Information Technology regularly conducts testing to assess employees' ability to recognize common security threats. If an employee fails a phishing test, he or she will be required to complete an additional refresher training module within 30 days.
5. Department Directors are responsible for ensuring that their employees complete required training. Reports of employees who have not met training requirements are available from the Security Administrator. Directors will be notified if employees do not complete training within the required timeframe.
6. **Employees who do not complete required new employee, annual, or refresher training may be subject to loss of network access.**
7. Additional role-based security training may be required for employees who handle particularly sensitive data (e.g., additional requirements under HIPAA, PCI-DSS, etc.). If a department identifies a need for more specialized training, Information Technology will assist the department in identifying suitable training options.

1.16 Augusta Mass Email Guidelines

Email is an efficient, cost-effective, and environmentally friendly way to communicate quickly with our staff. Non-strategic use of mass email, however, can reduce our productivity and hinder our ability to deliver and recognize critical messages. It is our overall goal to ensure mass email remains an effective form of communication for all Augusta departments. For this reason, Augusta has two distinct mass email channels with different purposes:

- Augusta Notice
- Augusta Announcements

1.16.1 SUBMITTING A MESSAGE FOR DISTRIBUTION

For review and distribution, submit all mass email messages to the Administrator's Office by sending the email directly to the Public Information Manager, any other designee in the Administrator's Office, and to the following email address:

augannouncements@augustaga.gov (note there is an "s" at the end of "announcements"). The Public Information Officer or designee will determine whether Augusta Notice or Augusta Announcement is more appropriate for the specific message.

1.16.2 AUGUSTA NOTICE

Augusta Notice mass email is used for information that pertains to the *majority of the recipients* and is *critical or time-sensitive*. For this reason, the use of Augusta Notice is limited. Examples of the types of emails appropriate for Augusta Notice include:

- Alerts to staff to situations about health and safety risks and emergency situations. (For example: facility closure due to a developing weather situation; loss of water, air conditioning or heating in a major facility; an active shooter situation.)
- Information essential to the operation or execution of business. (For example: a network outage or loss of internet connectivity.)
- Notifications to staff about changes in policies and practices. (For example: changes made to retirement benefit plans or the VPN policy.)
- Important information from the Administrator or his/her designee.

Exceptions could include urgent messages related to health and safety or business operations, which the respective department director would review prior to distribution.

Due to the types of messages specified above, the only offices with capability of distribution via Augusta Notice are the Information Technology Department, Augusta Emergency Management Agency, and the Administrator's Office.

1.16.3 AUGUSTA ANNOUNCEMENTS

Augusta Announcements mass email is used to provide staff with information that might not be as time-sensitive or critical to staff's attention. This category of information would include, but not be limited to:

- Fundraisers (For example: United Way, American Heart Association HeartWalk, etc.)
- Retirement parties
- Monthly employee newsletter
- Safety tips from Risk Management.

1.16.4 MASS EMAIL BEST PRACTICES

To promote security, network efficiency, and readability:

- A mass email message should be brief, self-explanatory, clear, and concise—ideally under 200 words.
- Include a succinct subject line that conveys the email's purpose.
- Provide a link or contact information for those who might have questions.
- Avoid sending frequent or repeated messages. The only messages that should be exempt from this guideline are emergency communications for staff.
- Do not include attachments. If you have a graphic that complements your message, copy and paste the graphic into the body of the email.
- Avoid unfamiliar acronyms and jargon, which can be confusing and lead to misunderstanding.
 - Never use an acronym on first reference in the body of a message. If you must use a commonly understood acronym, spell it out in the first reference with parenthetical use of that acronym. For example, "...the Richmond County Sheriff's Office (RCSO)..." would be appropriate in the first reference, using RCSO on subsequent references.
- Always check spelling and grammar before submitting a message for mass email distribution.



Meeting Name

Meeting Date: June 11, 2024

Insurance Policy for Augusta's Land Mobile Radio System (LMRS)

Department:	Information Technology
Presenter:	Mr. Gary Hewett, Deputy Chief Information Officer
Caption:	Approve Insurance Policy for Augusta's Land Mobile Radio System
Background:	Augusta currently operates a Land Mobile Radio System that provides radio communication to 2,360 internal and external customers. Continued operation of this radio system is mission critical.
Analysis:	Information Technology worked with Risk Management and Augusta's broker, Marsh McLennan Agency, to select carrier Burlington Insurance Company for radio tower and equipment insurance. Approval of this insurance policy will provide Augusta with protection from large repair bills.
Financial Impact:	The cost for this policy is \$57,189.60. Funds are available in the radio system fund.
Alternatives:	Proceed without an insurance policy.
Recommendation:	Approve Insurance Policy for Augusta's Land Mobile Radio System
Funds are available in the following accounts:	131015410-5231110
<u>REVIEWED AND APPROVED BY:</u>	N/A



Proposal for Insurance Services

Augusta, Georgia

Radio Tower Insurance

Presented By:

Phil Harison

Senior Vice President

Alec Miller, CLCS

Account Executive

Effective:

May 1, 2024

Your future is limitless.SM



We are your local resource.

We are the Southeast hub of Marsh & McLennan agency and have 21 local offices in Georgia, Alabama, Tennessee, Florida, and Kentucky.

We actively support the communities we represent and look to expand our footprint in the coming years.



We have global strength.

Our affiliation with the Marsh family of companies allows us to deliver far more valuable services to our clients including market research, benchmarking reports, technology, exclusive products and pricing, as well as unparalleled leverage with insurance carriers and vendors.



The strength of our solutions lies in the quality of our team.

Our approach means we look at your company holistically, and create a custom plan that aligns with your business strategies, core values and culture. We believe collaboration and teamwork are the key to success and enjoy working with our clients to build personal and professional security.

Marsh & McLennan Agency Client Service Team

Marsh & McLennan Agency LLC

3506 Professional Circle, Suite B

Augusta, GA 30907

Phone: 706-737-8811

Fax: 706-737-3413

Insurance Placement Administration	
Phil Harison Jr. Senior Vice President	Phone: 706-737-8811 Email: phil.harison@marshmma.com
Alec Miller, CLCS Account Executive:	Phone: 678-294-4514 Email: alec.miller@marshmma.com
Trish Phillips Account Manager	Phone: 706-737-8811 Email: Trish.Phillips@MarshMMA.com
Claims Services	
Claims Representative: Mitzi McCoy, CPCU, AIC Senior Claim Analyst	Phone: 706-434-2404 Email: Mitzi.McCoy@MarshMMA.com

Schedule of Locations

Loc #	Address
1	431 Hale St Augusta GA 30901
2	2822 Central Ave Augusta GA 30909
3	4195 Cedarwood Dr Hephzibah GA 30815
4	2400 Barton Chapel Rd Augusta GA 30906
5	4745 Old Waynesboro Rd Hephzibah GA 30815
6	3106 Hwy 88 Hephzibah GA 30815

Schedule of Coverages

SCHEDULED PROPERTY FLOATER – RADIO AND TELEVISION TOWERS AND EQUIPMENT COVERAGE	
Limits of Insurance - <i>The maximum amount the company shall pay per occurrence, shall not exceed:</i>	
Scheduled Equipment (Generator, ATS and Surge Protection) - \$1,348,048	
Scheduled Towers - \$420,000	
Scheduled RF Equipment - \$7,000,000	
Microwave Equipment - \$750,000	
Catastrophe Limit:	\$9,518,048
Sublimit: \$250,000 – Flood & Earthquake; Wind/Hailstorms/Convective Storms	
Description of Property: Augusta-Richmond County Board of Commissioners – Radio and Tower Equipment	
Covered Location(s):	
1 - 431 Hale St, Augusta, GA 30901-2426	
2 - 2822 Central Ave, Augusta, GA 30909-3911	
3 - 4195 Cedarwood Dr, Hephzibah, GA 30815	
4 - 2400 Barton Chapel Rd, Augusta, GA 30906	
5 - 4745 Old Waynesboro Rd, Hephzibah, GA 30815	
6 - 3106 Hwy 88, Hephzibah, GA 30815	
Coverage Extensions - <i>The maximum amount the company shall pay per occurrence, shall not exceed the limits shown below and the applicable limit directly below is in addition to the limit applicable to the covered property:</i>	
Debris Removal:	25% of covered loss + \$5,000 additional
Supplemental Coverages - <i>The maximum amount the company shall pay per occurrence shall not exceed the limits shown below.</i>	
Newly Acquired Property:	\$15,000
Pollutant Cleanup and Removal:	\$10,000 (annual aggregate)
Deductibles - <i>Separate occurrence deductibles may apply by peril or coverage. Please review the policy, including all endorsements, for a listing of terms and conditions.</i>	
\$5,000 AOP, Except \$10,000 applicable to Towers and Scheduled RF Equipment	
\$25,000 applicable to Flood/Earthquake	
Wind/Hail/Convective Storms - \$25,000., Except 2% / \$50,000.00 Min for any loss and/or damages caused by Lightning Strikes.	
Valuation	RCV
Coinsurance	100%

<p>Reporting Conditions: Policy not reportable</p> <p>Catastrophe Limits (if applicable)</p> <p>Flood Terms - Covered per terms below: \$250,000 Per occurrence and annual aggregate limit: Deductible: \$25,000 Flood Terms - Exclusion: Flood in FEMA Flood Zone Designations A, B, V or D and within any Sub-Designations of Flood Zones A, B, V, D, or Special Hazard Flood area.</p> <p>Earthquake Terms - Covered per terms below: \$250,000 Per occurrence and annual aggregate limit: Deductible: \$25,000 Exclusion: Subject to policy terms & conditions (excludes earthquake in Modified Mercalli Zones of 8 and higher, within the state CA.</p> <p>Wind/Hail/Convective Storms - Covered per terms below \$250,000 Per occurrence and annual aggregate limit: Deductible: \$25,000, Except 2% / \$50,000.00 Min for any loss and/or damages caused by Lightning Strikes.</p>
<p>Subjectivities (must comply with the following prior to binding)</p> <p>1. Signed/dated application within ten days of binding</p>
<p>Additional Exclusions or Terms:</p> <p>Protective Devices Endorsement to be applied -</p> <ul style="list-style-type: none"> • All Towers must be equipped with lightning and surge protection with steel grounded rods (bonding/grounding materials) • Electrical bonding and grounding systems must be inspected every six months and documented to include all repairs and/or maintenance items needed and performed. • Annual inspection required for all Towers/Related Equipment • Tower De-icing preventive measures must be implemented • Tower Modifications - Coverage for "towers" is void if, without IFG's prior written consent "you" materially change or modify the design or construction characteristics of a covered "tower". This provision does not apply to temporary changes or alterations which would be necessitated during the performance of maintenance or repairs.

Quote, Binder, and Issued Policy subject to all Company mandatory forms or endorsements and State required forms which may not be stated below. *Forms subject to change.

CL 0100 03 99	Common Policy Conditions
CL 0610 01 15	Certified Act of Terrorism Exclusion
CL 0700 10 06	Virus of Bacteria Exclusion
SIM-0999 04 18	Policyholder Notice – Claim Reporting Information
IFG-I-0101a 03 18	Common Policy Declarations
IFG-I-0160-SIM 03 21	General Endorsements
IFG-I-0168 06 05	Minimum Earned Premium Endorsement
IFG-I-0150 03 03	Listing of Forms and Endorsements
IFG-I-0002 08 21	Policy Cover Page (TBIC)
IFG-I-0939 07 06	Georgia Surplus Lines Laws
IFG-I-0402 04 19	Service of Suit
IFG-SM-0100 11 15	Inland Marine Common Declarations Supplemental
IFG-SM-0032 08 16	OFAC Policyholder Notice
IFG-SM-0266 11 21	Exclusion – Cyber Incident
IFG-SM-2057 09 18	Loss Limit of Insurance – Annual Aggregate limit of Insurance
IM 2021 06 13	Amendatory Endorsement – Georgia
IM 7857 07 08	Earthquake and Flood Coverage Endorsement
IM 7807 01 12	Earthquake and Flood Schedule
IM 7605 Ed 1.0	Radio, Television Towers and Equipment Schedule
IM 7600 Ed 1.0	Radio, Television Towers and Equipment Coverage Form

Additional Forms applicable to policy:

Quote and Issued Policy Subject to All Company and State Mandatory Forms and Endorsements

State amendatory endorsements will be applied

TRIA forms as required by insured selection in Form C

IFG-SM-0054 03 15 – Electronic Data Exclusion

IFG-CP-0051 Exclusion – Electronic Data, Computer System or Computer Network

Premium Summary

Policy	Proposed Premium
Inland Marine	\$57,190 <i>(includes taxes/fess)</i>

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Subjectivities

- Signed/Dated Application and Forms
- All Towers must be equipped with lightning and surge protection with steel grounded rods (bonding/grounding materials).
- Electrical bonding and grounding systems must be inspected every six months and documented to include all repairs and/or maintenance items needed and performed.
- Annual inspection required for all Towers/Related Equipment.
- Tower De-icing preventive measures must be implemented.
- Tower Modifications - Coverage for "towers" is void if, without IFG's prior written consent "you" materially change or modify the design or construction characteristics of a covered "tower". This provision does not apply to temporary changes or alterations which would be necessitated during the performance of maintenance or repairs.

Property Definitions

Actual Cash Value: This valuation method pays for the cost to repair or replace damaged property with like kind and quality, less reasonable deductions for wear and tear, deterioration, and economic obsolescence.

Agreed Value: This coverage is used to remove the coinsurance requirement for covered property. With it your company agrees that the amount of coverage purchased is adequate, and any coinsurance requirements are waived if the limit of insurance equals the agreed value.

Basic Cause of Loss: This coverage is used to provide protection for the following causes of loss: fire, lightning, explosion, windstorm, hail, smoke (except from agricultural smudging or industrial operations), aircraft, vehicles, riot, civil commotion, vandalism, sprinkler leakage, sinkhole collapse, and volcanic action.

Broad Cause of Loss: This coverage is used to provide protection for the following causes of loss: fire, lightning, explosion, windstorm, hail, smoke (except from agricultural smudging or industrial operations), aircraft or vehicles, riot, civil commotion, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, breakage of glass, falling objects, weight of snow, ice or sleet (except for damage to gutters, downspouts or personal property outside of buildings), and limited water damage.

Business Income: This coverage is used to insure against loss of income that you experience because of a suspension of your business when insured property has been damaged by a "covered" peril. If indicated on the proposal, it may also include additional expenses needed to continue business. Refer to the specific Business Income form for any set "period of restoration" limitations.

Coinsurance: A policy may contain a coinsurance clause requiring that the limit of coverage be a minimum percentage (usually 80%) of the insurable value of your property. If the amount of insurance carried is less than what is required by this clause, any claim payment may be reduced by the same percentage as the deficiency. For example, covered property worth \$100,000 may require a minimum of 80%, or \$80,000, of coverage for compliance with the policy's coinsurance requirement. If only \$60,000 of coverage is carried (25% less than the required \$80,000), then any loss payment would be reduced by 25%.

Coverage Summary: Direct physical loss of or damage to covered property at described premises caused by or resulting from a covered Cause of Loss.

Earthquake: This coverage is used to provide protection for loss due to earth movement including earthquake shocks and volcanic eruption.

Flood: This coverage is used to provide coverage against loss due to water damage arising from flooding, surface water, tides, tidal waves, and the overflow of any body of water.

Functional Replacement Cost: This valuation method is used in situations where replacing damaged or destroyed property is impractical, impossible, or unnecessary. It affords you the ability to substitute property which is substantially different in value or cost from the original property. Consequently, you are allowed to carry policy limits lower than what would normally be required.

Property Definitions - Continued

Guaranteed Replacement Cost: When added to your policy, this endorsement guarantees to repair or rebuild a covered building even if the reconstruction costs are greater than the amount of coverage specified for that building.

Property Specific Basis: Property protection is provided for a specified limit of insurance at each individually described premise.

Property Blanket Basis: Blanket protection combines a number of separate property coverages and/or coverages at two or more locations under a single combined limit of insurance.

Replacement Cost: This valuation method pays for the cost to repair or replace damaged items with like kind and quality without deduction for depreciation. This is important since you could face a substantial loss if you must replace property at today's prices but receive only the depreciated value of the property that was destroyed.

Special Cause of Loss: This coverage will protect covered property against direct physical loss arising from any cause not specifically "excluded". Example of exclusions are **flood, earthquake**, rust, corrosion, fungi, mold, damage to property being worked on, artificially generated electrical currents, damage by rain, snow, or sleet to property in the open. Refer to the special cause of loss form for additional exclusions.

Vacancy: All property policies include a condition that limits or reduces coverage when a building is **vacant** or considered vacant as defined by the insurance policy. For certain causes of loss, coverage is completely eliminated. The policy can include wording that defines a building as considered **vacant** beyond a certain period of time or a certain percentage of the square footage of the building is not used to conduct customary operations. In most cases, policies or coverage forms that apply to commercial property require additional premium and endorsement in order for insurance coverage to continue during a period of **vacancy**.

Valuation: The value basis by which the covered property is replaced after the loss.

Coverage Recommendations

We have been dependent upon information provided by you to evaluate your exposures to loss. However, if there are other areas that need to be evaluated, please bring these areas to our attention. ***Specifically, we ask that you review and consider the following items:***

HIGHER LIMITS:	In today's litigious society, many businesses have found it necessary to increase their limits of liability to ensure adequate protection for their assets in the event of a loss. Higher limits of liability may be available. To ensure your level of comfort, please carefully review the limits of coverage shown in this proposal
BUSINESS INTERRUPTION:	A time element coverage which pays for loss of earnings when business operations are curtailed or suspended due to property loss as a result of an insured cause of loss. Also covered are loss of rents and rental value. Extra expenses incurred to continue operations at another location are included as long as they reduce the total amount of loss.
BUILDING ORDINANCE:	Provides coverage including (1) Demolition Cost, (2) Increased Cost of Construction, and (3) Coverage for Undamaged Portion of your "older" buildings. By law, a building not in conformance with current building codes could be required to be demolished or remodeled to satisfy all current building requirements. Insurance protection for these exposures is not contemplated by the standard property "form".
EMPLOYEE DISHONESTY:	Reimburses you for loss of money or other property because of a fraudulent or dishonest act committed by an employee.
FLOOD INSURANCE:	Protects your property against loss by flood, high tides or waves, or rising water due to severe storms, which are normally perils excluded by the "All Risk" property forms. Mudslide, if a result of general floods conditions, is also covered. Coverage against damage done by the rising or overflowing of bodies of water.
EARTHQUAKE INSURANCE:	Protects your property against loss by earthquake and volcanic eruption, which are normally perils excluded by the "Special" property forms.
EMPLOYMENT PRACTICES LIABILITY:	Insures against a wide spectrum of claims arising from the Americans With Disability Act, the Civil Rights Act of 1991, and other state and federal civil rights laws affecting employment related discrimination, sexual harassment and wrongful termination.
DIRECTORS & OFFICERS LIABILITY:	Covers your officers and directors from claims brought because of alleged negligent acts and errors or omissions, while acting within the capacity of their official duties.
FIDUCIARY LIABILITY:	The Employee Retirement Income Security Act (ERISA) imposed an obligation on employee benefit plan fiduciaries to act solely in the interest of participants and beneficiaries. Under the law, fiduciaries are personally liable for any breach of their responsibilities. Fiduciary Liability coverage protects the personal assets of trustees.

Coverage Recommendations - Continued

INTERNATIONAL:

Do you have any customers that have foreign sales, imports or exports?
Do you sell any products over the internet?
Do any of your employees travel outside the United States on business?
Do you attend trade fairs or exhibitions overseas?
Do you have any customers looking for new markets overseas – including Canada and Mexico?
Do you have any overseas facilities, licensing, subcontracting or joint ventures?
Do you have an Ocean Cargo policy?
Do you have any customers that travel overseas routinely to service sold products or equipment?

If you have answered yes to any of these questions, you may need to purchase local statutory required coverage for the country(s) where you have exposures. When companies do business in foreign countries, they can encounter a myriad of unfamiliar laws, languages and customs. Foreign Liability Insurance is the first line of defense against costly legal actions arising from events occurring outside U.S. borders.

POLLUTION:

Contractor's Pollution Liability (CPL): Provides coverage for loss as a result of claims for bodily injury, property damage, or clean-up costs caused by pollution conditions resulting from covered operations; applies to sudden and gradual pollution events; coverage can be amended to include vicarious professional exposure, non-owned disposal sites, transportation, and limited premises liability.

Pollution Legal Liability (PLL): facility-based coverage for listed locations; provides on-site and off-site coverage for bodily injury, property damage, and clean-up for pollution conditions on, at, under, or emanating from a covered location; coverage can be for pre-existing and/or new conditions; coverage can be amended to include non-owned disposal sites, transportation, and business interruption.

Tank Coverage: provides coverage for third-party claims and first-party remediation costs for a storage tank incident from a scheduled tank; coverage can be used to satisfy the insured's obligation to demonstrate financial responsibility under State Tank Financial Requirements.

PROPERTY VALUES:

Reporting the accurate value of your property is an important component of a properly structured property insurance policy. We recommend that you consider obtaining the services of a professional appraisal service who can provide you with the proper basis to determine the amount of coverage to be carried. With a professional appraisal, we, as your insurance agent, will be better prepared to design a property policy that will help protect you in the event of a loss.

Coverage Recommendations - Continued

PRIVACY LIABILITY AND NETWORK SECURITY LIABILITY COVERAGE:

Privacy Liability coverage is one of the fastest growing areas of Commercial Insurance, with Insurers now providing far more comprehensive coverage than they have in the past. Network Security coverage (or "Cyber Liability"), while still being a valid form of coverage, is simply inadequate on its own to fully protect a company's exposures under Privacy Legislation enacted in the last few years. Virtually every company has some form of Privacy Liability exposure and policies can be structured to provide the following:

- **Privacy Liability:**
 - Covers loss arising out of the organization's failure to protect sensitive personal or corporate information *in any format*.
 - Provides coverage for regulatory proceedings brought by a government agency alleging the violation of any state, federal, or foreign identity theft or privacy protection legislation.
- **Privacy Claim Expenses Coverage:**
 - Covers expenses to retain a computer forensics firm to determine the scope of a breach, to comply with privacy regulations, to notify and provide credit monitoring services to affected individuals, and to obtain legal, public relations or crisis management services to restore the company's reputation.
- **Network Security Liability:**
 - Covers any liability of the organization arising out of the failure of network security, including unauthorized access or unauthorized use of corporate systems, a denial of service attack, or transmission of malicious code.
- **Internet Media Liability:**
 - Covers infringement of copyright or trade mark, invasion of privacy, libel, slander, plagiarism, or negligence arising out of the content on the organization's internet website.
- **Network Extortion:**
 - Covers extortion monies and associated expenses arising out of a criminal threat to release sensitive information or bring down a network unless consideration is made.
- **Network Business Interruption:**
 - Covers for Business Interruption Losses as a result of an interruption of computer systems caused by the failure of computer security systems to prevent:
 - a virus being introduced into the computer system, or
 - unauthorized access to the computer system.
- **Contingent Business Interruption:**
 - An extension to the Network BI Cover to provide cover for losses due to the impairment of the Insured company's business operations following a disruption to an IT Provider's system.
- **Professional Liability:**
 - For companies providing professional services to their clients, Privacy Liability policies can also be arranged to include a company's Professional Liability exposures in the technology field (which requires a specific insuring clause) or in providing non-technology services.

Compensation Disclosure and Limitation of Liability

Marsh & McLennan Agency LLC (“MMA”) prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA’s services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA’s engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client’s placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer’s performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the

insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

- **Medallion Program and Sponsorships** – Pursuant to MMA’s Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>.

MMA’s aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev: September 8, 2022

Minimum Earned & Deposit Premiums

Minimum Deposit

Minimum and deposit is the amount of premium due at inception. Although the policy is “ratable”, subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum deposit premium. The policy may generate an additional premium on audit, but will not result in a return. If such a policy is cancelled mid-term, the earned premium is the greater of the annual minimum multiplied by the short rate or pro-rate factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

Minimum Earned Premium

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium.

Flat Cancellations

Surplus lines carriers typically do not allow flat cancellations. Once the policy is in effect, some premium will be earned, and the amount or percentage is outlined in the policy.

Direct Bill Policies

Notices you receive from your insurer regarding past due premiums or cancellation due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). As a matter of general practice, MMA does not provide notice of a potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

Proposal Disclaimer

Marsh & McLennan Agency LLC (“MMA”) thanks you for the opportunity to discuss your insurance and risk management program. No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

We have evaluated your exposures to loss and developed this proposal based upon the information that you have provided to us. If you are aware of other areas of potential exposure that need to be evaluated or of additional information of which we should be aware prior to binding of coverage, please bring the other areas or additional information to our attention as soon as possible. Should any of your exposures change after coverage is bound, please notify us immediately.

Client Contracts

In the event that you enter into a contract that has specific insurance requirements, MMA will review your contract, but only in regards to the insurance requirements of the contract. The scope of our review will be to determine if the current insurance program which you have placed through our agency addresses the types and amounts of insurance coverage referenced by the contract. We will identify the significant insurance obligations and will provide a summary of the changes required in your current insurance program to meet the requirements of the contract. Upon your authorization, we will make the necessary changes in your insurance program. We will also be available to discuss any insurance requirements of the contract with your attorney, if desired.

In performing a contract review, MMA is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, MMA is not undertaking to identify all potential liabilities that may arise under any such contracts. A contract review is provided solely for your information and should not be relied upon by third parties. Any descriptions of the insurance coverages are subject to the terms, conditions, exclusions, and other provisions of the contract and of the insurance policies and applicable regulations, rating rules or plans.

Credit Policy

Marsh & McLennan Agency (MMA) strives to offer the highest quality of service at the most competitive price possible. Accordingly, we have the following credit policy in place to assure that your coverage is not interrupted during the policy term.

All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest items on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise.

If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. MMA does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.

Your Account Manager maintains on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response. We thank you for your support and business.

Did you know Marsh & McLennan Agency offers two options to pay your bill online, using a valid checking/savings account or via credit card? Our system is safe and secure and is an easy tool to pay your invoices online.

PAY YOUR BILL ONLINE

Direct Link to Payment via Checking/Savings Account: <https://serviceapi.securfee.com/marshmma>

Direct Link to Payment via Credit Card: <https://serviceapi.securfee.com/marshmma>

FREQUENTLY ASKED QUESTIONS

- You can pay any invoice using a valid Checking or Savings account or Credit Card.
- Both payment gateways seamlessly integrate with our existing website and can securely accept multiple payment options.
- Credit Card payments require a Policy Number, Named Insured & Address
- There will be a 3.5% fee charged to the cardholder by Secure.
- Checking/Savings payments require a Client Code/Bill to Code, Invoice #, Invoice Amount, Email Address, Policy Number, Named Insured & Address
- There is no additional fee for payments via valid Checking/Savings Account.

AM Best Rating Scale

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS – (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".

Financial Strength Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments.
F	Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.

Rating Disclosure – Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.

For the most current version, visit www.ambest.com/ratings/index.html. BCRs are distributed via the AM Best website at www.ambest.com. For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Guide to Best's Credit Ratings" available at no charge on the AM Best website. BCRs are proprietary and may not be reproduced without permission.

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Version 121719

Non-Admitted Carrier Disclaimer

SURPLUS LINES / NON-ADMITTED CARRIERS

The proposal being presented to you contains one or more coverages which are being underwritten by an insurer which is Non-Admitted in your state but is a Surplus Lines carrier. Premium taxes and fees are additional amounts payable that are over and above the premium for the policy.

In the United States, states have the authority to regulate insurance companies and have controlled insurance mainly through their licensing powers. The license is a document that indicates an insurer has met the minimum requirements established by state statute and is authorized to engage in the lines of business for which it has applied. A surplus lines insurer is a company that underwrites risks for which insurance coverage generally is not available through a company licensed in the insured's state (an admitted insurer). This business, therefore, is placed with a non-admitted insurer. A non-admitted insurer is not licensed in the state but allowed to operate in accordance with excess or surplus lines provisions of state insurance laws.

The importance of a company being licensed in a particular state also determines the protection afforded a policyholder by the state's Insurance Guaranty Fund laws and regulations regarding non-renewals and premium increases that generally apply only to licensed insurers. The Guaranty Fund may provide additional financial protections in the event a licensed/admitted carrier becomes bankrupt.

Coverage	Insurer
Inland Marine	Burlington Insurance Company

The undersigned insured hereby acknowledges:

A. I understand that the insurance coverage provided by the insurer named above is written by a non-admitted insurer for the state of **GA**. I further understand that no state Insurance Guaranty Fund/Association protection exists in the event of the insolvency of this non-admitted insurer.

B. After understanding the advantages and disadvantages of securing insurance coverage through this insurer, I, with full knowledge and consent, do hereby authorize and request coverage with the insurer.

Signature: _____ **Date:** _____

Client Authorization to Bind Coverage

LINES OF COVERAGE TO BIND

Coverage Description	Effective Date/Annual Premium
Inland Marine	05/01/2024 – 05/01/2025 Annual Premium: \$57,190

(Please initial)

_____ Bind as Proposed

_____ Bind with the following changes

Authorized Signature _____

Title/Position _____

Date _____

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.



Public Safety Committee Meeting

Meeting Date: June 20, 2024

Approve renewal of existing maintenance contract for software related to wireless communications equipment.

State Contract 99999-SPD-T201205501-0006

Department:	Information Technology
Presenter:	Gary Hewett, Deputy CIO
Caption:	Motion to approve the renewal of existing maintenance contract for software related to wireless communication equipment. This is a state contract. State Contract 99999-SPD-T201205501-0006.
Background:	<p>Augusta Information Technology currently utilizes this state contract to annually renew our Cisco Enterprise Agreement through Convergeone Holdings, Inc. This agreement allows Augusta to use Cisco software which is necessary to communicate through existing wireless hardware.</p> <p>This hardware and software allows internal and external customers connect to necessary resources wirelessly.</p>
Analysis:	Renewal of this contract provides for the use and receipt of upgrades to identified software. Additionally, Information Technology will receive access to technical support for troubleshooting assistance and performance tuning.
Financial Impact:	If approved, funds will be made available within Information Technology's Operating Budget.
Alternatives:	N/A
Recommendation:	Approve renewal of existing maintenance contract for software related to communications equipment. State Contract 99999-SPD-T201205501-0006
Funds are available in the following accounts:	101015410/5223110
<u>REVIEWED AND APPROVED BY:</u>	N/A



Date: 6/5/2024

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Documents #: OP-000810211
SO-000913295

Solution Name: Meraki EA

Customer: Augusta, Georgia

Item 30.

Solution Summary

Meraki EA

Customer: Augusta, Georgia	Primary Contact: Paul Lagasse
Ship To Address: 530 GREENE ST BLDG 101 ANNEX BUILDING, AUGUSTA, GA 30901-4480	Email: lagasse@augustaga.gov
Bill To Address: 535 TELFAIR ST Bldg 2000 AUGUSTA, GA 30901-2387	Phone: (706) 821-1561
Customer ID: SPSAUGCOU0001	National Account Manager: Amanda Brown
Customer PO:	Email: abrown@onec1.com
	Phone: +16785376185

Solution Summary	Billing Frequency	Due	Total Project
Software	One-Time	\$0.00	\$0.00
Resale Services	Prepaid	\$287,240.40	\$287,240.40
Project Subtotal			\$287,240.40
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Estimated Recycle Fee			NOT INCLUDED
Project Total			\$287,240.40



Date: 6/5/2024

Page #: 2 of 3

Documents #: OP-000810211
SO-000913295

Solution Name: Meraki EA

Customer: Augusta, Georgia

Item 30.

This Solution Summary summarizes the documents(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.onec1.com/agreements>. If Customer's Agreement is a master agreement entered into with one of C1's predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.onec1.com/agreements>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Notwithstanding anything to the contrary stated above, this Order is subject to the terms and conditions of the Public Sector Contract referenced herein, and such Public Sector Contract supersedes all references to a Master Sales Agreement, the Online General Terms and Conditions, and/or a Legacy Master Agreement referred above

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

Special Comment to Solution Summary:

Cisco SaaS without Auto Renewal - By signing this Order or issuing a PO against this Order, Customer acknowledges it has read and agrees to the terms of the Cisco Software as a Service (SaaS) Terms of Service available at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-services-agreement.pdf (the "SaaS Terms of Service"). In accordance with the SaaS Terms of Service, this Order encompasses overage and usage SKUs, and all charges associated with such overage and usage incurred throughout the term are payable by Customer. Seller will invoice Customer the additional overage and usage charges beyond the standard billing cycle if these features are utilized. Notwithstanding anything in the SaaS Terms of Service to the contrary, Seller and Customer agree that the Cisco SaaS services identified in this Order shall expire at the end of the term. Unless Seller and Customer extend or renew the Cisco SaaS services in writing, Customer will lose all access to the Cisco SaaS services immediately upon expiration of the Cisco SaaS services term.

Requested Term: 60.00 Months From 15-Jul-2024 to 14-Jul-2029
Automatically Renews For: No Auto Renewal



Date: 6/5/2024

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Item 30.

Documents #: OP-000810211

SO-000913295

Solution Name: Meraki EA

Customer: Augusta, Georgia

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
Software										
1	EA3-M	Cisco EA 3.0 BUNDLE	99999-SPD-T20120501-0006	60	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
Resale Services										
2	E3-N-MRNI	Meraki - Network Infrastructure	99999-SPD-T20120501-0006	60	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
3	E3N-MX100-SEC	Meraki MX100 SEC Enterprise Agreement	99999-SPD-T20120501-0006	60	2	\$336.12	\$40,334.40	45.01%	\$184.83	\$22,179.60
4	E3N-MS120-8FP	Meraki MS120-8FP Enterprise Agreement	99999-SPD-T20120501-0006	60	5	\$5.29	\$1,587.00	46.31%	\$2.84	\$852.00
5	E3N-MX65-SEC	Meraki MX65 SEC Enterprise Agreement	99999-SPD-T20120501-0006	60	29	\$43.73	\$76,090.20	46.42%	\$23.43	\$40,768.20
6	E3N-MX68-SEC	Meraki MX68 SEC Enterprise Agreement	99999-SPD-T20120501-0006	60	58	\$50.39	\$175,357.20	45.62%	\$27.40	\$95,352.00
7	E3N-MS120-8	Meraki MS120-8 Enterprise Agreement	99999-SPD-T20120501-0006	60	2	\$3.23	\$387.60	45.51%	\$1.76	\$211.20
8	E3N-MX65W-SEC	Meraki MX65W SEC Enterprise Agreement	99999-SPD-T20120501-0006	60	1	\$53.77	\$3,226.20	47.02%	\$28.49	\$1,709.40
9	E3N-MR-ENT	Meraki MR Enterprise Agreement	99999-SPD-T20120501-0006	60	280	\$13.75	\$231,000.00	45.38%	\$7.51	\$126,168.00



Cisco Enterprise Agreement 3.0 Program Terms – End Users

These Cisco Enterprise Agreement 3.0 Program Terms – End Users (“**EA Program Terms**”) are Supplemental Terms to the General Terms and apply when You Order Cisco Offers through the Cisco Enterprise Agreement 3.0 Buying Program (the “**EA Program**”). Capitalized terms, unless defined in this document, have the meaning in the General Terms.

1. Program Overview

- 1.1 **EA Program.** The EA Program provides You access to certain Software, Cloud Services, and Services offered as Suites and Add-Ons.
- 1.2 **Applicable Terms.** These EA Program Terms and the Buying Program Offer Descriptions govern the EA Program and supplement the End User Terms that govern Your Use of the Suites and Add-Ons purchased under the EA Program (“**Purchased Suite(s)**”). These EA Program Terms must be signed and will be effective the earlier of (a) You placing Your Initial EA Order with an Approved Source, or (b) the date of signature of these EA Program Terms.

2. Purchases and Adjustments

- 2.1 **Ordering.** All purchases under the EA Program will be made through Your Approved Source and all pricing will be provided by Your Approved Source. Your first Order under the EA Program must meet the minimum requirements for the EA Program (“**Initial EA Order**”). Following Your initial Full Commit Suite purchase in a Portfolio, You may only purchase additional Suites or Add-Ons within that Portfolio through the Approved Source that sold the initial Full Commit Suite within that Portfolio.
- 2.2 **Subsequent Purchases.** Provided there is at least 12 months remaining in the EA Term, Suites and Add-Ons purchased after Your Initial EA Order will be governed by these EA Program Terms and, by default, co-terminate with the purchases in the Initial EA Order.
- 2.3 **Separate Purchases.** The following scenarios must be covered under a new EA Program purchase subject to Cisco’s then-current Enterprise Agreement Program Terms - End Users or through a separate license purchase: (i) Suites and Add-Ons purchased with less than 12 months remaining in the EA Term, (ii) Suites and Add-Ons purchased after Your Initial EA Order which You choose not to co-terminate with the Initial EA Order, or (iii) Embedded Software delivered within the last 12 months of or after the end of the EA Term.
- 2.4 **Payment Obligations and Growth.** You will pay for any Suites and Add-Ons that You purchase, and any increases in Use.
 - (a) **True Forward.** “**True Forward**” is Cisco’s periodic review and prospective billing process for increases in Use above Your then-current Entitlement. Cisco will conduct a True Forward review on a quarterly basis.
 - (b) **Partial Commit Suites.** During the Suite Term, True Forward charges for Partial Commit Suites will be invoiced at the quarterly anniversary of the Initial EA Order. At a True Forward review, if Your Use of a Partial Commit Suite is greater than Your then-current Entitlement for the measured Purchased Suite, then (i) You will be invoiced and will pay for all charges for such increased Use for the remainder of the Suite Term, and (ii) Your Entitlement for that Purchased Suite will be adjusted on a going-forward basis to the increased Use level.
 - (c) **Full Commit Suites.** During the Suite Term, True Forward charges for Full Commit Suites will be invoiced at the annual anniversary of the Initial EA Order, unless subject to any of the following (as specified in the applicable Buying Program Offer Description):

- (1) Initial Growth Cap and Exceptional Growth. If Your Use of a Full Commit Suite at any time (i) during the first six months of the Suite Term exceeds 105% of Your initial Entitlement (“**Initial Growth Cap**”), or (ii) after the first six months of the Suite Term exceeds 115% of Your then-current Entitlement (“**Exceptional Growth**”), then Cisco has the right at the next quarterly anniversary of the Initial EA Order to (1) issue to Your Approved Source(s) a True Forward invoice for all associated charges for such increased Use over the applicable Entitlement for the remainder of the Suite Term, after accounting for any applicable Growth Allowance; and (2) adjust Your Entitlement for that Purchased Suite on a going-forward basis to the increased Use level.
 - (2) Growth Allowance. Following the first six months of the Suite Term, You may Use up to 115% of Your initial Entitlement of a Purchased Suite (which may have already increased up to 105% during the first six months) without incurring any additional fees (“**Growth Allowance**”). If Your Use is greater than the Growth Allowance, Cisco will charge Your Approved Source only for the Use above the Growth Allowance threshold at the time of Your next True Forward invoice.
- 2.5 **Value Shift.** Certain Full Commit Suites are eligible for value shift, as specified in the Buying Program Offer Descriptions.
 - (a) Intra Suite Value Shift. During a True Forward review, the residual value of any purchased but unused licenses in the applicable Purchased Suite will automatically be applied to offset fees for increased Use of other licenses within the same Suite.
 - (b) Cross Suite Value Shift. During a True Forward review, You may apply the value of (i) purchased but unused licenses and (ii) licenses previously Used that You agree to no longer Use, to offset fees for increased Use in another eligible Full Commit Suite within the same Portfolio. To take advantage of Cross Suite Value Shift You will need to: (i) have Ordered the Full Commit Suites from the same Approved Source, at the same time, and for the same term, and (ii) provide Your Approved Source with notice 60 days prior to Your next annual True Forward review.
- 2.6 **Price Predictability.** True Forward charges will be based on either a: (i) not-to-exceed pricing for Full Commit Suites or (ii) fixed discount for applicable Partial Commit Suites or Add-Ons, in each case as provided to You by Your Approved Source. The pricing and discount terms for specific Suites and Add-Ons apply only to the Approved Source from whom You purchased such Suites and Add-Ons.
- 2.7 **Responsibility for Affiliates.** Your payment obligation will be based on the EA Commitment by You and any Affiliates that You have identified as participating in this EA Program. You remain responsible for all actions and omissions and payment of all charges incurred by You, any of Your Affiliates, or any other Authorized Users. In addition, You will provide Your Approved Source with an updated list of participating Affiliates to ensure compliance with the EA Program.

3. Term and Termination

- 3.1 **EA Term.** These EA Program Terms will remain in effect until expiration or termination of all the Suites and Add-Ons purchased in Your Initial EA Order (“**EA Term**”).
- 3.2 **Termination.**
 - (a) Either party may terminate these EA Program Terms (or Use of specific Suites or Add-Ons, as applicable) if the other party materially breaches the Applicable Terms, and that party does not cure the breach within 30 days of written notice from the non-breaching party. If You materially breach the Applicable Terms (including for non-payment of undisputed fees to the Approved Source), Cisco may also suspend Your access to the EA Program (including Use of specific Suites or Add-Ons, or resources such as the Cisco EA Tool) after providing You notice and an opportunity to cure as set forth in this section.
 - (b) Except as permitted by law or Section 3.2(a) above, these EA Program Terms and any Orders accepted under the EA Program may not be cancelled or terminated.
- 3.3 **Consequences of Termination or Expiration of a Suite Term.**

- (a) Upon expiration of the Suite Term or termination pursuant to Section 3.2(a), all rights to Use the affected Suites and Add-Ons, or the Cisco EA Tool and resources available as part of the Suites and Add-Ons, will terminate.
- (b) If You terminate for Cisco's uncured material breach, Cisco will provide a refund to Your Approved Source for the remaining pro rata portion of amounts prepaid to Cisco for the terminated Purchased Suites and attributable to the period after termination.
- (c) If Cisco terminates for Your uncured material breach, You will pay Your Approved Source all unpaid fees through the end of the then-current Suite Term for all Purchased Suites terminated.

3.4 **Assignment and Transfer.** Neither these EA Program Terms, nor any right or obligation herein, may be assigned or transferred by a party (including under the Cisco Software Transfer and Re-licensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. However, to continue providing You with the benefits of the EA Program, Cisco may assign or transfer its obligations (in whole or in part) upon written notice to You in the event of an acquisition of business assets to which these EA Program Terms relate. When validly assigned or transferred, these EA Program Terms will bind and inure to the benefit of the parties and their successors and assigns.

4. Delivery, Tax and Customs

- 4.1 **Delivery.** Cisco will make electronically delivered Software available to You and Your Affiliates in the transaction country of record and You are responsible for distributing such Software across Your organization. Software delivered on newly purchased Hardware will be made available to You and Your Affiliates at the address provided with the purchase order for the Hardware. For purchases of Hardware, You must use the EA Tool during the setup of Your Cisco Enterprise Agreement.
- 4.2 **Embedded Software.** During the Suite Term, for Purchased Suites that include Embedded Software, the value of Embedded Software may be deducted from the purchase price of the related Hardware from Cisco to Your Approved Source. If You are required to pay an importation fee, Your jurisdiction may use the value of both the Hardware and Embedded Software to calculate the importation fee and related duties. Accordingly, the importation fee on the value of the combined products may be higher than if calculated solely using the price of the Hardware.

5. Interpretation

- 5.1 **Order of Precedence.** If there is any conflict between the EA Program Terms, the Buying Program Offer Descriptions, and the End User Terms, the order of precedence is: the Buying Program Offer Descriptions, these EA Program Terms, and then the End User Terms.
- 5.2 **Entire Agreement.** These EA Program Terms, together with the applicable Buying Program Offer Descriptions and End User Terms, are the complete agreement between the parties regarding the purchase of Software, Cloud Services, and Services under the EA Program and supersedes all prior or contemporaneous communications, understandings, or agreements (whether written or oral).

6. Definitions

Term	Meaning
Add-On	An optional Software, Cloud Services, and Services offering that is available as an additional add-on purchase to an underlying Suite, as described in the Buying Program Offer Descriptions.
Applicable Terms	The EA Program Terms, Buying Program Offer Descriptions and End User Terms, as described in Section 1.2.
Buying Program Offer Descriptions	The description of EA Program features applicable to the Software, Cloud Services and Services in the EA Program available at the Offer Descriptions site.
Cisco EA Tool	The applicable platform, website, tool, or portal that Cisco makes available to You under the EA Program from time to time to enable You to: (i) view and manage Your Entitlement and Use of the Suites and Add-Ons; and (ii) access information about the EA Program.
Cross Suite Value Shift	The ability to shift value across eligible Suites as described in Section 2.5(b).
EA Commitment	(i) The initial Entitlement under Your Initial EA Order, (ii) additional Entitlements associated with subsequent purchases of Suites and Add-Ons, and (iii) increases in Use.
Embedded Software	Software that is delivered on newly purchased Hardware.

Term	Meaning
End User Terms	As specified in the Buying Program Offer Descriptions: (i) For Cisco Software and Cloud Services, the General Terms (including applicable Offer Descriptions), or equivalent written agreement between You and Cisco for accessing and using Software and Cloud Services; and (ii) For Services, the applicable Service Descriptions .
Entitlement	The type, duration, and quantity of Suites and Add-Ons that You have committed to acquire, as adjusted (e.g., as a result of a True Forward).
Full Commit Suite	A Suite acquired on terms (including duration, price, and quantities) that fulfill the minimum requirements criteria for a 'Full Commit Suite', as set out in the Buying Program Offer Descriptions.
Intra Suite Value Shift	The ability to shift value within an eligible Suite, as described in Section 2.5(a).
Partial Commit Suite	A Suite acquired in addition to a corresponding Full Commit Suite, that does not meet the minimum eligibility requirements for a Full Commit Suite.
Portfolio	A standardized grouping of Suites and optional Add-Ons.
Services	Maintenance, technical assistance, or other support for the Software and Cloud Services in a Purchased Suite.
Suite	A defined combination of Software, Cloud Services, and Services made available under the EA Program.
Suite Term	With respect to each Purchased Suite, the duration of the Purchased Suite, commencing on the earliest date any Software, Cloud Services and Services in the Purchased Suite is available for Your Use.
Use	To download, install, activate, provision, enable, or otherwise access or have available Suites and Add-Ons under the EA Program.
You or Your	The individual or legal entity purchasing the Software, Cloud Services, and Services under the EA Program.

Terms and Conditions Acceptance

I have read the terms and conditions above and understand that if an order is placed, these terms and conditions will apply to the purchased suites.

End User Acceptance	
End User	COUNTY OF AUGUSTA-RICHMOND
Authorized Representative Name	Garnett L. Johnson
Authorized Representative Title	Mayor
Date	
Signature	



Send Email Invoicing to:

Installment Payment Agreement Reference (Support Only)

500-50

Item 30.

OBLIGOR	Full Legal Name	Tax ID#	Phone Number
	City of Augusta, Georgia		
	Billing Address		Purchase Order Requisition Number
	535 Telfair St, Augusta, GA 30901-2371		
	System Location (if not same as above)	County	Send Invoice to Attention of:

SYSTEM INFORMATION	Software/Support Information:
	See attached supplier quote/invoice number <u>OP-000810211</u> dated <u>June 4, 2024</u> , referenced solely for descriptive purposes. No other term or condition thereof is incorporated into this agreement or binding upon Payee.

PAYMENT INFORMATION	Number of Payments	Payment	Term (in Months):		Payment Frequency:		Total Financed Amount:		
	5	\$57,448.08	60		Annually		\$287,240.40		
			Security Deposit	(PLUS)	First Period Payment	(PLUS)	Other	(EQUALS)	Total Payment Due at Signing
			+		+		=		

1. Agreement: You ("Obligor") agree to pay us ("Payee"), pursuant to this Agreement, the installment payments identified above for the System (defined as the software ("Software") and the right to receive consulting, maintenance and other related services (collectively, "Support") listed above). IF THIS AGREEMENT HAS BEEN PROVIDED TO OBLIGOR ELECTRONICALLY AND OBLIGOR WISHES TO ENTER INTO THIS AGREEMENT ELECTRONICALLY, OBLIGOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE OBLIGOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. Obligor authorizes us to adjust your payment by up to 15% if the System cost and/or included taxes and charges differ from the estimates upon which we calculated the installment payments. The Payments are based on like term SWAP interest rates as published in the ICE Report Center daily update referencing USD Rates1100 (<https://www.theice.com/marketdata/reports/180>). Unless we have provided you with a written commitment to the contrary, you hereby authorizes us to adjust the Payments, prior before the date on which we accept the Agreement, in accordance with any change in the like term SWAP rate, to preserve our implicit finance rate as of the date the Payment was quoted. Obligor is deemed to have unconditionally and irrevocably accepted the System on the date Obligor executes this Agreement (the "Commencement Date") provided, however, this Agreement shall not be binding on Payee until the earlier of (a) the date Payee signs the Agreement or (b) activates the Agreement by booking it as reflected in Payee's books and records. This Agreement commences on the Commencement Date and the periodic payments ("Payments") shall be payable in advance beginning on the Commencement Date or any later date Payee may designate and thereafter until all amounts are fully paid. Obligor irrevocably directs and authorizes Payee to fund the supplier(s) in full for the System, even though some or all of the System may not have been delivered, performed, installed and/or tested. If we designate the Payments to begin later than the Commencement Date, you will pay an interim payment for the System's use for the period from the Commencement Date until the first Payment due date, based on the Payment amount, the number of days in the period, and a year of 360 days. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING WITHOUT LIMIT: (a) FAILURE BY ANY SUPPLIER TO DELIVER OR DELAY IN DELIVERY OF THE SYSTEM; (b) DEFECTS IN THE SYSTEM; OR (c) UNSUITABILITY OF THE SYSTEM FOR OBLIGOR'S PURPOSES. You agree to pay us a fee of \$99.95 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the Agreement term. Security deposits are non-interest-bearing, unless otherwise required by law, and may be applied to cure a default. If you are not in default, we will return the deposit to you at Agreement termination. You will pay us a late charge of 5% of the payment or \$10, whichever is greater, on any payment not made when due. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. We may charge you a fee of \$25 for any check that is returned. YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION HEREOF.

2. Warranty Disclaimer: Use and Maintenance: WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent made to us, we transfer to you any manufacturer or provider warranties for the System. You are required at your cost to keep the System in good working condition and to pay for all supplies and repairs. If the System includes the cost of Support provided by a third party, you agree that we are not responsible to provide the Support and you will make all Support claims against the third party. You agree that any Support or Software claims will not impact your obligation to pay all payments when due.

3. Assignment: You may not transfer, sell, sublease, assign, pledge or encumber either the System or any rights herein without our prior written consent. You agree that we may sell, assign, or transfer

this Agreement and our interest in the System, or any portion thereof, without your consent and the transferee will not have to perform any of our obligations and the rights of the transferee will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

4. Taxes: You are responsible for and agree to pay when due, either directly or as reimbursement to us, and indemnify us against, all taxes (i.e., sales, use and personal property taxes) and charges in connection with the purchase, ownership and use of the System except for taxes or charges included in the Total Financed Amount.

5. Insurance: You are responsible for the risk of loss or destruction of, or damage to the System. You will (i) keep the System insured against all risks of loss or damage for an amount equal to the replacement cost, (ii) list us as the insurance sole loss payee, and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain insurance against theft and physical damage and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance and name us as an additional insured with coverages and amounts acceptable to us.

6. Default and Remedies: You are in default under this Agreement if: a) you fail to pay any amount when due; b) you breach any other obligation under this Agreement or any other agreement with us; c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default we may: (i) declare the entire balance of unpaid payments for the full term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Agreement, with future payments discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Agreement term, all as reasonably determined by us, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) require that you immediately return the System to us or we may peaceably repossess it if you fail to return it to us, and/or (v) cause any Software or Support provider to terminate, as applicable, all of your rights to use or have available, as applicable, any or all of Software and/or Support, and you acknowledge that Cisco Systems, Inc., or any affiliate thereof (collectively, "Cisco"), as third party beneficiary of this provision, may terminate your right to use any or all Cisco Software and/or Cisco Support under any Software or Support arrangement, without liability for any reason whatsoever. Any return or repossession will not be considered a termination or cancellation of this Agreement. You remain liable for any deficiency with any excess being retained by us.

7. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of state of New York, and, as applicable, the Electronics Signatures in Global and National Commerce Act. **YOU CONSENT TO JURISDICTION, PERSONAL OR OTHERWISE, IN ANY STATE OR FEDERAL COURT IN NEW YORK. YOU AND WE HEREBY WAIVE A TRIAL BY JURY IN ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.** You agree that the System will only be used for business purposes and not for personal, family or household use. You agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the System during the Agreement term. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at lesseedirect.com/usprivacy.

OBLIGOR	You agree that this is non-cancelable.		
	Signature	DOB	Date
	Title	Print Name	
	Obligor (Full Legal Name): City of Augusta, Georgia		

PAYEE	Cisco Systems Capital Corporation	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (866) 247-2680 • FAX: (877) 247-2690	
	Commencement Date	Agreement Number
	Accepted By: _____	

GUARANTY	<p>I unconditionally guaranty prompt payment of all the Obligor's obligations. Payee is not required to proceed against the Obligor or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Obligor and the release and/or compromise of any obligations of the Obligor or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Payee. This guaranty is governed by and constituted in accordance with the laws of the State of New York, and, as applicable, the Electronic Signatures in Global and National Commerce Act. I CONSENT TO EXCLUSIVE JURISDICTION IN ANY STATE OR FEDERAL COURT IN NEW YORK. PAYEE AND I HEREBY WAIVE TRIAL BY JURY. IF THIS GUARANTY HAS BEEN PROVIDED ELECTRONICALLY AND ANY GUARANTOR WISHES TO ENTER INTO THIS GUARANTY ELECTRONICALLY, SUCH GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY.</p>		
	Signature	Name of Guarantor	Date

**GEORGIA ADDENDUM
TO INSTALLMENT PAYMENT AGREEMENT**

This Addendum to that certain Installment Payment Agreement 500-50625657 (together with all Exhibits and this Addendum, the "Agreement"), between **Cisco Systems Capital Corporation** (together with its successors and assigns, "Payee"), and **City of Augusta, Georgia** (together with its successors and assigns, "Obligor"), is incorporated in and is hereby made a part of the Agreement.

Payee and Obligor hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. Section 1 of the Agreement is hereby amended by adding the following at the end of the Section: "Continuation of Lease Term. Obligor currently intends, subject to Fiscal Funding Addendum, to continue the term through the Original Term and all of the Renewal Terms and to pay the Payments hereunder. Obligor reasonably believes that legally available funds in an amount sufficient to make all Payments during the Original Term and each of the Renewal Terms can be obtained. Notwithstanding the foregoing, the decision whether or not to take any action to terminate this Agreement for any subsequent Renewal Term is solely within the discretion of the then current governing body of Obligor. Original Term shall mean the period from the Commencement Date until the end of the calendar year in effect at the Commencement Date. Renewal Term shall mean the optional renewal terms of this Agreement, each having a duration of one year and term co-extensive with Obligor's calendar year."

2. Section 7 of the Agreement is hereby amended by adding the following at the end of the Section: "The principal portion of this Agreement, when added to the amount of debt incurred by Obligor pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, does not exceed 10 percent of the assessed value of all taxable property located within the limits of Obligor. The total combined annual payments due under this Agreement and other contracts under Article IX, Section III, Paragraph I of the Constitution of the State of Georgia in any calendar year do not exceed 7.5 percent of the total local revenue collected for maintenance and operation of Obligor in the most recently completed fiscal year. The equipment, if any, has not been the subject of a referendum that failed to receive the approval of the voters of Obligor within the preceding four calendar years."

3. A new unnumbered section is hereby added to the Agreement. "Title to the Equipment, if any, in Payee. Upon acceptance of the Equipment, if any by Obligor, title to the Equipment, if any, shall vest in Payee subject to Obligor's rights under this Agreement. Obligor shall not have any right, title or interest in the Equipment, if any, except as expressly set forth in this Agreement. Upon the occurrence of an event of default or any termination of this Agreement, Obligor will immediately surrender possession of the Equipment, if any, to Payee. Upon the payment of all Payments under this Agreement and other amounts payable under this Agreement through the end of the Original and all Renewal Terms, title to the Equipment, if any, shall immediately and without further action by Payee vest in Obligor, AS IS, WHERE IS, without warranty, express or implied, free and clear of any claim by or through Payee. It is the intent of the parties hereto that any transfer of title to Obligor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Payee shall, nevertheless, execute and deliver any such instruments as Obligor may request to evidence such transfer. Obligor shall, nevertheless, execute and deliver any such instruments as Payee may request to evidence such transfer."

Except as specifically set forth in this Addendum, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

Cisco Systems Capital Corporation
(PAYEE)

City of Augusta, Georgia
(OBLIGOR)

By _____
Title: _____

By _____
Title: _____
(SEAL)

Agreement Number: _____

ATTEST: _____

Date: _____

Title: _____
Date: _____

Date: June 10, 2024

Reference is made to the lease, loan, rental and/or other financial agreement (the "Finance Agreement") dated _____, 20____
between Cisco Systems Capital Corporation (herein called "Creditor") and City of Augusta, Georgia
(herein called "Obligor") for the financing of ConvergeOne Inc quote OP-000810211 dated June 4, 2024 (equipment description).

The undersigned acknowledge in connection with the negotiation, execution and delivery of the Finance Agreement and other related documents by and between Creditor and Obligor (collectively the "Documents"):

1. The Finance Agreement set forth above and any Documents executed in connection therein have been duly authorized, executed and delivered by the Obligor and constitutes a valid, legal and binding agreement enforceable in accordance with its terms. Additionally, I do hereby certify on behalf of Obligor, that the individual who signed the Finance Agreement and any related Documents is authorized to execute and deliver such to Creditor.
2. All required Procurement and approval procedures, including but not limited to public bidding procedures regarding the award of the Finance Agreement have been followed by the Obligor and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Obligor of the Finance Agreement contemplated hereby.
3. Except as provided in the Finance Agreement or the Documents, Obligor has no authority (statutory or otherwise) to terminate the Finance Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Finance Agreements Payments for any fiscal period during the term of the Finance Agreement.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

The undersigned by signing below hereby affirms the statements made above are based upon the undersigned's personal knowledge, and as to those matters, believes the information to be true and correct.

CREDITOR SIGNATURE	Creditor Name Cisco Systems Capital Corporation
	Signature X
	Print Name
	Title

OBLIGOR SIGNATURE	Obligor Name City of Augusta, Georgia
	Signature X
	Print Name
	Title

OBLIGOR SIGNATURE	Obligor Name City of Augusta, Georgia
	Signature X
	Print Name
	Title

BILLING INFORMATION

Agreement Number: _____

This form is required for Cisco Systems Capital Corporation to properly bill and credit your account. **Please complete this form and return it with the signed documents.**

ENROLL IN PAPERLESS BILLING!

☒ Paperless ☒ Convenient ☒ Access your invoices anytime, anywhere, from any device

☐ Sign me up for Email Invoicing. Send my invoices to the email address below:

Email Address(es): _____

NOTE: Your invoices will be emailed from noreply@notices.leasedirect.com.

Subject line will be: "Your Lease Direct Invoice is ready to view online!" You will not receive a physical invoice if you elect paperless billing.

Billing Information (Please fill out the below details completely and accurately)

Billing Name: City of Augusta, Georgia **Phone:** _____

Customer Contact Email (if different from above): _____

Billing Address: _____
Street Address or PO Box Attention

City State Zip

FEDERAL TAX ID #: _____

Accounts Payable Contact Information (if different from above):

Name: _____ **Email:** _____ **Phone:** _____

Additional Details

Do you require a Purchase Order Number on the invoice? ☐ Yes ☐ No

If yes, please provide the PO# _____ or forward a copy (front & back) for our file.

Is a new purchase order required for each new fiscal period? ☐ Yes ☐ No

If yes, provide month/year PO expires: _____

Do you have multiple contracts, and would like them all billed on one invoice (Summary Billing)? ☐ Yes ☐ No

If yes, please provide your contract number: _____

Are you tax exempt? ☐ Yes ☐ No

If yes, please forward a copy of exempt certificate or direct pay permit.

Do you require our W9 to establish us as a vendor? ☐ Yes ☐ No

Are there any additional billing requirements to ensure timely payments? _____

Payment Information

☐ Please check this box if you are interested in enrolling in AutoPay.

For other forms of payment, please note the following remittance address (it may differ from address for service and supplies). Please include remittance slip with payment and send to: PO BOX 825736, PHILADELPHIA, PA 19182-5736

This form completed by: Name: _____ Title: _____ Date: _____



Date: 6/4/2024
Page #: 1 of 3
Documents #: OP-000810211
SO-000913295
Solution Name: Meraki EA
Customer: Augusta, Georgia

Item 30.

Solution Summary
Meraki EA

Customer: Augusta, Georgia	Primary Contact: Paul Lagasse
Ship To Address: 530 GREENE ST BLDG 101 ANNEX BUILDING, AUGUSTA, GA 30901-4480	Email: lagasse@augustaga.gov Phone: (706) 821-1561
Bill To Address: 535 TELFAIR ST Bldg 2000 AUGUSTA, GA 30901-2387	National Account Manager: Amanda Brown Email: abrown@onec1.com Phone: +16785376185
Customer ID: SPSAUGCOU0001	
Customer PO:	

Solution Summary	Billing Frequency	Due	Total Project
Software	One-Time	\$0.00	\$0.00
Resale Services	Prepaid	\$287,240.40	\$287,240.40
Project Subtotal			\$287,240.40
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Estimated Recycle Fee			NOT INCLUDED
Project Total			\$287,240.40



Date: 6/4/2024

Page #: 2 of 3

Documents #: OP-000810211
SO-000913295

Solution Name: Meraki EA

Customer: Augusta, Georgia

Item 30.

This Solution Summary summarizes the documents(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.onec1.com/agreements>. If Customer's Agreement is a master agreement entered into with one of C1's predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.onec1.com/agreements>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Notwithstanding anything to the contrary stated above, this Order is subject to the terms and conditions of the Public Sector Contract referenced herein, and such Public Sector Contract supersedes all references to a Master Sales Agreement, the Online General Terms and Conditions, and/or a Legacy Master Agreement referred above.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

Special Comment to Solution Summary:

Cisco SaaS without Auto Renewal - By signing this Order or issuing a PO against this Order, Customer acknowledges it has read and agrees to the terms of the Cisco Software as a Service (SaaS) Terms of Service available at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-services-agreement.pdf (the "SaaS Terms of Service"). In accordance with the SaaS Terms of Service, this Order encompasses overage and usage SKUs, and all charges associated with such overage and usage incurred throughout the term are payable by Customer. Seller will invoice Customer the additional overage and usage charges beyond the standard billing cycle if these features are utilized. Notwithstanding anything in the SaaS Terms of Service to the contrary, Seller and Customer agree that the Cisco SaaS services identified in this Order shall expire at the end of the term. Unless Seller and Customer extend or renew the Cisco SaaS services in writing, Customer will lose all access to the Cisco SaaS services immediately upon expiration of the Cisco SaaS services term.

Requested Term: 60.00 Months From 15-Jul-2024 to 14-Jul-2029

Automatically Renews For: No Auto Renewal



Date: 6/4/2024
Page #: 3 of 3
Documents #: OP-000810211
SO-000913295
Solution Name: Meraki EA
Customer: Augusta, Georgia

Item 30.

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
TITLE: _____ TITLE: _____

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
Software										
1	EA3-M	Cisco EA 3.0 BUNDLE	99999-SPD-T20120501-0006	60	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
Resale Services										
2	E3-N-MRNI	Meraki - Network Infrastructure	99999-SPD-T20120501-0006	60	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
3	E3N-MX100-SEC	Meraki MX100 SEC Enterprise Agreement	99999-SPD-T20120501-0006	60	2	\$336.12	\$40,334.40	45.01%	\$184.83	\$22,179.60
4	E3N-MS120-8FP	Meraki MS120-8FP Enterprise Agreement	99999-SPD-T20120501-0006	60	5	\$5.29	\$1,587.00	46.31%	\$2.84	\$852.00
5	E3N-MX65-SEC	Meraki MX65 SEC Enterprise Agreement	99999-SPD-T20120501-0006	60	29	\$43.73	\$76,090.20	46.42%	\$23.43	\$40,768.20
6	E3N-MX68-SEC	Meraki MX68 SEC Enterprise Agreement	99999-SPD-T20120501-0006	60	58	\$50.39	\$175,357.20	45.62%	\$27.40	\$95,352.00
7	E3N-MS120-8	Meraki MS120-8 Enterprise Agreement	99999-SPD-T20120501-0006	60	2	\$3.23	\$387.60	45.51%	\$1.76	\$211.20
8	E3N-MX65W-SEC	Meraki MX65W SEC Enterprise Agreement	99999-SPD-T20120501-0006	60	1	\$53.77	\$3,226.20	47.02%	\$28.49	\$1,709.40
9	E3N-MR-ENT	Meraki MR Enterprise Agreement	99999-SPD-T20120501-0006	60	280	\$13.75	\$231,000.00	45.38%	\$7.51	\$126,168.00



Commission Meeting

June 27, 2024

Affidavit

Department:	N/A
Presenter:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Caption:	N/A
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A