



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, July 08, 2025

1:15 PM

ENGINEERING SERVICES

- 1.** Approve Award of “On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction” Services Contract to SCS Engineers, subject to receipt of signed contract and proper insurance documents. The Contract is for three years with renewal option of two additional years. AE/25-146
- 2.** Approve to Supplement Construction Contract with Reeves Construction Co. in the amount of \$108,712.25 for cover additional cost of Resurfacing Reynold Industrial Blvd. AE/Bid 22-237
- 3.** Approve Construction Supplement (SA1) to JHC Corporation in the amount of \$116,474.67 for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707) for additional road paving & associated construction. AE/Bid #23-173
- 4.** Approve Construction Contract supplement (SA2) to E R Snell Contactor, Inc. in the amount of \$185,967.06 for subsurface utilities/water lines conflicts construction for Transportation Investment Act (TIA) Project, Telfair Street Improvements Project. AE/ Bid 22-195
- 5.** Approve Construction Supplement (SA1) to Reeves Construction Company in the amount of \$31,668.84 for CR1502/Barton Chapel Road @ SR10/US&78 (Gordon Hwy) Improvements Project (PI# 0012868) for field conflict resolution modified improvements to construction. AE/Bid #23-183
- 6.** Approve funding (SA1) for Engineering Phases (Design & CST Plans) of the Design Consultant Services Agreement to Cranston LLC (Cranston) in the amount of \$120,125.00 for the Jones Street Roadway & Alley Improvements Project. AE/ RFQ 24-162
- 7.** Approve Construction Contract supplement (CO1) to E R Snell Contactor, Inc. in the amount of \$1,000,000.00 for subsurface utilities conflicts & unsuitable material improvements construction for Transportation Investment Act (TIA) Project, Broad Street Improvements Project. AE/ RFQ 22-167
- 8.** Motion to approve an increase to operating expenditure levels in the amount of \$4,120,000 for Engineering & Environmental Services Department Solid Waste Management (Landfill) FY2025 budget. /AE
- 9.** Approve and authorize contracting Quincy COMPRESSOR through a sole source procurement for Solid Waste Facility (Facility) compressors maintenance Service Plan to keep the Facility in compliance with its regulatory permits. Also approve associated funding in the amount of \$56,232.71 per year to fund Quincy COMPRESSOR maintenance services. /AE

10. Receive as information “Appalachian Contracting Services” emergency procured services in amount of \$95,681.56 through a sole source procurement for Solid Waste Facility Compressors & Blowers repair to keep the Facility in compliance with its regulatory permits. /AE
11. Approve supplement funding (supplement 6) in amount not to exceed \$350,000.00 for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916
12. Motion to approve a Drinking Water State Revolving Fund (DWSRF) loan award between the Georgia Environmental Finance Authority (GEFA) and Augusta, Georgia for inventory and replacement of water service lines throughout the drinking water system and the Resolution of the Governing Body.
13. Motion to approve the minutes of the June 10, 2025 Engineering Services Committee Meeting.
14. Approve the installation of thirteen (13) speed humps along Pepperidge Drive between Peach Orchard Road and Lyonia Lane per adopted Augusta speed hump policy. Approve construction funds in the amount of \$65,000. /AE



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction for Augusta, GA -Engineering & Environmental Services Department

RFP 25-146

File Reference: 25-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Award of “On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction” Services Contract to SCS Engineers, subject to receipt of signed contract and proper insurance documents. The Contract is for three years with renewal option of two additional years. AE/25-146
Background:	The Augusta Engineering & Environmental (AEES) requested on-call professional services from Engineering Professional firms for Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction services. Requested services are for Augusta Solid Waste facility operational regulatory requirements. The selected professional firm will provide services in all aspects of environmental monitoring, groundwater, surface water, landfill gas capture, control and beneficial use, engineering design, operation assistance, remaining capacity analysis and reporting, financial liability assessment and reporting, annual update of closure and post-closures site surveying, site surveying, contract document development, bidding and construction phase services, construction quality control/quality assurance (QA/QC), permitting, and general services for successful functioning of Augusta Solid Waste Management Operations.
Analysis:	Proposals were received on May 13, 2025. Received proposals were evaluated based on criteria outlined in the request for proposals (RFP) document and ranked accordingly. SCS Engineering being the top ranked and selected firm.

Firm	Rating
1. Atlantic Coastal Consulting, Inc.	288.8/425
2. Geosyntec Consultants, Inc.	305.0/425
3. SCS Engineers	387.0/425

Financial Impact:	Services are funded by Solid Waste Management (Landfill) annual operational budget.
Alternatives:	Do not approve contract award and find alternative way to meet solid waste permit regulatory compliance.
Recommendation:	Approve Award of “On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction” Services Contract to SCS Engineers, subject to receipt of signed contract and proper insurance documents. The Contract is for three years with renewal option of two additional years. AE/25-146
Funds are available in the following accounts:	Solid Waste Management Annual Operational funds 541-044210-5212115
<u>REVIEWED AND APPROVED BY:</u>	HM/sr

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, May 6, 2025 @ 11:00 a.m.** via ZOOM Meeting ID: 864 3847 6167; Passcode: 25146 furnishing:

RFP Item #25-146

On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction for Augusta, GA – Augusta Engineering and Environmental Services Department

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

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

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

Pre-Proposal Conference will be held on Monday, April 21, 2025 @ 10:00 a.m. via ZOOM – Meeting ID: 883 1691 6221; Passcode: 25146.

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 22, 2025 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

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

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

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

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

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle March 27, 2025 and April 3, 10, 17, 2025
Metro Courier March 27, 2025


Revised:10/02/24



RFP Opening: RFP 25-146 On-Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction for Augusta, GA – Engineering and Environmental Services Department
RFP Due: Tuesday, May 13, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 28
Total Number Specifications Download (Demandstar): 10
Total Electronic Notifications (Demandstar): 619
Georgia Procurement Registry: 3102
Pre-Proposal Conference Attendees: 20
Total packages submitted: 3
Total Noncompliant: 0

VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Fee Proposal	Original	7 Copies
Atlantic Coastal Consulting, Inc. 11545 Wills Road, Suite 100 Alpharetta, GA 30009	YES	YES	98563	YES	YES	YES	YES
Geosyntec Consultants, Inc. 1255 Roberts Blvd NW, Suite 200 Kennesaw, GA 30144	YES	YES	1313958	YES	YES	YES	YES
SCS Engineers 3175 Satellite Blvd, Bldg 600, Ste 100 Duluth, GA 30096	YES	YES	19959	YES	YES	YES	YES


<div><div></div><div><div>RFP Item #25-146 On-Call Professional Svcs for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction</div><div>Augusta, GA - Engineering and Environmental Services Department</div><div>RFP Date: Tuesday, May 13, 2025 @ 11:00 a.m. via ZOOM</div><div>Evaluation Date: Wednesday, June 4, 2025 4:00 p.m. via ZOOM</div></div></div>															
Vendors			Atlantic Coastal Consulting, Inc. 11545 Wills Road, Suite 100 Alpharetta, GA 30009		Geosyntec Consultants, Inc. 1255 Roberts Blvd NW, Suite 200 Kennesaw, GA 30144		SCS Engineers 3175 Satellite Blvd, Bldg 600, Ste 100 Duluth, GA 30096			Atlantic Coastal Consulting, Inc. 11545 Wills Road, Suite 100 Alpharetta, GA 30009		Geosyntec Consultants, Inc. 1255 Roberts Blvd NW, Suite 200 Kennesaw, GA 30144		SCS Engineers 3175 Satellite Blvd, Bldg 600, Ste 100 Duluth, GA 30096	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)												
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)			Weighted Scores								
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass /Fail	PASS	PASS	PASS	PASSPASSPASS								
2. Qualifications & Experience		(0-5)	20	3.3	3.5	4.9	65.070.098.0								
3. Organization & Approach		(0-5)	15	3.5	4.3	4.9	52.563.872.8								
4. Scope of Services: Experience and approach to the Scope of Services included in Section One to include details on the following items: a. Detailed Scope of Services to be Provided i. Proposed scope of services is appropriate for all phases of the work. ii. Scope addresses all known project/service needs and appears achievable in the timeframes set forth in the project/service schedule. b. Project Deliverables i. Deliverables are appropriate to schedule and scope set forth in above requirements. c. Cost Control and Budgeting Methodology i. Proposer has a system or process for managing cost and budget. ii. Evidence of successful budget management for a similar project/service.		(0-5)	15	3.8	4.3	4.9	56.363.872.8								
5. Schedule of Work		(0-5)	10	4.5	4.8	4.9	45.047.548.5								
6. References		(0-5)	5	4.0	4.0	5.0	20.020.025.0								
7. Proximity to Area - enter the point value for the one line only)							Cost/Fee Proposal Consideration								
Within Richmond County		5	10				0.00.00.0								
Within CSRA		5	6				0.00.00.0								
Within Georgia		5	4	5.0	5.0	5.0	20.020.020.0								
Within SE		5	2				0.00.00.0								
All Others		5	1				0.00.00.0								
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)				24.0	25.8	29.5	258.8285.0337.0								
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)															
8. Presentation by Team		(0-5)	10				0.00.00.0								
9. Q&A Response to Panel Questions		(0-5)	5				0.00.00.0								
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		5	10			5.0	0.00.050.0								
Second		5	6	5.0			30.00.00.0								
Third		5	4		5.0		0.020.00.0								
Forth		5	2				0.00.00.0								
Fifth		5	1				0.00.00.0								
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)						5.0	5.0	5.0	30.020.050.0						
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)				29.0	30.8	34.5	288.8305.0387.0								
Internal Use Only															
Evaluator: Cumulative Date: Phase I - 6/4/25															
Procurement DepartmentRepresentative: _____ Nancy Williams _____															
Procurement Department Completion Date: Phase I - 6/4/25															

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

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

MEMORANDUM

TO: Darrell White, Interim Director Procurement

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

DATE: June 19, 2025

SUBJECT: On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction for Augusta, GA -Engineering & Environmental Services Department
RFP 25-146
File Reference: 25-014

It is final supplemental recommendation of Augusta Engineering (AE) to award the Specialized Professional Services RFP 25-146 for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction) contract to SCS ENGINEERS (SCS). Augusta Engineering requested entering fee negotiation. Accordingly, Augusta Engineering entered fee negotiation with top rated firm (SCS), and the SCS accepted Augusta Engineering final offered unit rates.

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

Thank you.

/hm

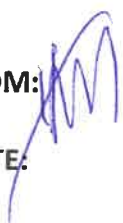
cc: Nancy Williams, Procurement Department
June Hamal, Augusta Engineering & Environmental Services
Program File

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

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

MEMORANDUM

TO: Darrell White, Interim Director - Procurement

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

DATE: June 9, 2025

SUBJECT: On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction for Augusta, GA -Engineering & Environmental Services Department
RFP 25-146
File Reference: 25-014(A)

It is recommendation of Augusta Engineering & Environmental Services (AE) to award RFP 25-146 (On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting, Regulatory Compliance Emergency Construction) contract to top rated firm, SCS ENGINEERS. AE requests entering into fee negotiations. Accordingly AE will issue supplemental recommendations.

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

Thank you.

/hm

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

RFP 25-146

On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting,
Regulatory Compliance Emergency Construction

FEE PROPOSAL

Item No	Description	Unit	Unit Rate*
1	Principal / Team Lead	HR	\$245
2	Project Manager / Project Lead Professional	HR	\$198
3	Senior Engineer, PE (GA)	HR	\$189
4	Senior Geologist, PG (GA)	HR	\$189
5	Project Engineer	HR	\$165
6	Project Geologist	HR	\$165
7	Senior Staff / Design Engineer	HR	\$131
8	Senior staff Geologist	HR	\$130
9	Staff Design Engineer	HR	\$114
10	Staff Geologist	HR	\$114
11	Senior Field Technician	HR	\$130
12	Senior Environmental Field Technician	HR	\$130
13	QA/QC Engineer	HR	\$130
14	Administrator Staff / Admin Support	HR	\$85
	OTHER PROFESSIONAL SERVICES		
1	Survey Crew (two-man crew and PLS)	Day**	\$1390
2	CADD/GIS Manager	HR	\$138
3	CAD/GIS Staff, Senior	HR	\$114
	** Assume 8 work-hours day		
	Leachate System Maintenance and Other Field Services		
1	Foreman	HR	\$135
2	Equipment Operator	HR	\$118
3	Equipment (include Firm's Rate Table)	N/A	Per firm Rate Table
4	Instrument (include Firm's Rate Table)	N/A	Per firm Rate Table

Conditions of Award:

- 1) Hourly rate includes direct cost (such as vehicle, phone, per diem, lodging, etc.). There will be no separate pay item for these and other incidental items.
- 2) Assigned work will be performed per issued Task Order. Each Task Order fee proposal will be developed based on specific scope of services for a respective project. Work will be performed under Task Order on basis according to specialization of the firms.
- 3) Contractor will be paid on hourly rate task order basis. Hourly rate fee proposal shall be negotiated with the most highly qualified consultants. Negotiated rates will be re-evaluated at end of primary three-year period, inflation rate not to exceed 2.5% and revision will be made by mutual agreement between the firm and AE.

OASIS CONSULTING SERVICES
ATTN MARIA ROZEAR
45 WOODSTOCK STREET
ROSWELL GA 30075

WK Dickson & Co.
1450 Greene St #225,
Augusta, GA 30901

Atlantic Coast Consulting Inc.
7 East Congress Street, Suite 801
Savannah GA 31401

ATTN: JORGE JIMINEZ
ZEL ENGINEERS
435 TELFAIR STREET
AUGUSTA, GA 30901

787 ENGINEERING
ATTN: ED LEBRON
1450 GREENE ST., SUITE 80
AUGUSTA, GA 30901

HUSSEY GAY BELL
ATTN: MAUREEN O'BRIEN
1219 ASSEMBLY ST
COLUMBIA, SC 29201

MORELAND ALTOBELLI
2450 COMMERCE AVENUE
SUITE 100
DULUTH, GA 30096-8910

INTERTEK-PSI
ATTN: ERIC LOWE
95 CHASTAIN ROAD, NW, SUITE 301
KENNESAW, GA 30144

WOOLPERT
375 NORTHRIDGE RD, #100
ATLANTA, GA 30350

POND & COMPANY
621 NW FRONTAGE ROAD, STE 320
AUGUSTA, GA 30907

S&ME
1527 Crescent Dr,
Augusta, GA 30909

HUSSEY GAY BELL
329 COMMERCIAL DRIVE
SAVANNAH, GA 31406

WOOD
ATTN: GREGG HUDSPETH
1075 BIG SHANTY RD., SUITE 100
KENNESAW, GA 30144

ATC Group Services
1453 Greene St Suite A,
Augusta, GA 30901

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

JACOB ENGINEERING
10 10TH STREET NW, SUITE 1400
ATLANTA, GA 30309

ATTN: RICK TOOLE
W. R. TOOLE ENGINEERS INC
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

BILL S. HARGROVE
JAMES G. SWIFT & ASSOC.
1206 INTERSTATE PKWY.
AUGUSTA, GA 30909

WOLVERTON & ASSOCIATES
ATTN: LEAH CASSELL
6745 SUGARLOAF PKWY., SUITE 100
DULUTH, GA 30097

CROY ENGINEERING
ATTN: CHRIS RIDEOUT
200 N. COBB PKWY.
BUILDING 400, SUITE #413
MARIETTA, GA 30062

PRUETT FORD & ASSOCIATES
1201 BROAD STREET
AUGUSTA, GA 30901

Alternative Construction
2247 Wrightsboro Rd,
Augusta, GA 30904

W. K. DICKSON & CO.
1450 GREENE STREET
SUITE 225
AUGUSTA, GA 30901

GOODWYN, MILLS & CAWOOD
1450 GREENE ST, SUITE 505
AUGUSTA, GA 30901

EXP US SERVICES
ATTN: TIM KNIGHT
211 PERIMETER CENTER PKWY.,
SUITE 750
ATLANTA, GA 30346

INFRASTRUCTURE SYSTEMS MGT
ATTN: ABIE LADSON
1557 BROAD ST
AUGUSTA, GA 30901

AECOM
101 RESEARCH DR
COLUMBIA, SC 29203

Tetra Tech
Attn: Megan Buckalew
117 Hearthstone Dr. SW
Aiken, SC 29803

**HAMEED MALIK
ENGINEERING**

**JUNE HAMAAL
ENGINEERING**

**PHYLLIS JOHNSON
COMPLIANCE**

**RFP ITEM# 25-146 On Call Professional
Services for Environmental Compliance,
Testing, Engineering & consulting, Regulatory
Compliance Emergency Construction for
Augusta, GA-Engineering
RFP Due: Tues, 5/6/25 @ 11:00 a.m.**

**RFP ITEM# 25-146 On Call Professional
Services for Environmental Compliance,
Testing, Engineering & consulting, Regulatory
Compliance Emergency Construction for
Augusta, GA-Engineering
Mail Date: 3/27/25**

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, March 27, 2025 5:22 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000114

Dear Tywanna Scott,
tscott@augustaga.gov

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

Event Number: PE-72155-NONST-2025-000000114
Event Title: 25-146 On Call Professional Services for Environmental Compliance, Testing, Engineering & Consulting
Event Type: Non-State Agency

Process Log

2025/03/27 17:02:18 : Log starts for - 25809442 - EVENT_RELEASE_TO_SUPL
2025/03/27 17:02:22 : Email Process Log for the Event#: PE-72155-NONST-2025-000000114
2025/03/27 17:02:22 : Email Batch# 2503279989
2025/03/27 17:02:22 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/03/27 17:11:40 : Bad Email not sent to eteague of AJAX BUILDING CORPORATION OF GEORGIA
2025/03/27 17:12:50 : Bad Email not sent to 678/244-6739 of HAZEN AND SAWYER
2025/03/27 17:12:56 : Bad Email not sent to tstone@atwell-group.co, of ATWELL LLC
2025/03/27 17:22:10 : Total No of Contacts found for sending Email: 3102
2025/03/27 17:22:10 : 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-2025-000000114&sourceSystemType=gpr20>

03/27/2025 05:22:10 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 (23)

Supplier 	Download Date
Atlantic Coast Consulting	03/27/2025
CDG	04/01/2025
ConstructConnect	03/28/2025
Corporate Environmental Risk Management	04/02/2025
Corporate Environmental Risk Management, LLC (CERM)	03/27/2025
Cranston LLC	03/28/2025
Dodge Data	03/27/2025
Forefront Architecture and Engineering	04/18/2025
GLE Associates Inc	04/01/2025
KEMRON	05/05/2025
Nandina Inc.	04/07/2025
NOVA Engineering & Environmental, LLC	03/31/2025
Oasis Consulting Services	04/02/2025
Onvia, Inc. - Content Department	03/27/2025
Record Designs - Registered Architect	04/30/2025

1 2

Showing 1-15 of 23

Add Supplier

Supplier Details

Supplier Name	Atlantic Coast Consulting
Contact Name	Robert Brown

FYI: Process Regarding Request for Proposals

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

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

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

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

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

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Resurfacing Various Roads 2022

Bid 22-237

Supplemental Paving

File Reference: 25-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve to Supplement Construction Contract with Reeves Construction Co. in the amount of \$108,712.25 for cover additional cost of Resurfacing Reynold Industrial Blvd. AE/Bid 22-237
Background:	Currently, Reeves Construction (Reeves) is under contract (Bid: 22-237) with Augusta, GA for resurfacing various roads in Richmond County. The Augusta Commission awarded this contract on August 2, 2022 and work is substantially completed. Reeves paved around Reynold Industrial Road approach to APAC Industrial Way, however, the primary road is also in need of paving. Reynolds Industrial Road serves several industrial & commercial operation. Recently commercial growth along this road created a significant heavy traffic burden resulting in road deterioration. Given Reeves operation proximity to the location and performed work, it is a cost effective way to complete this work by supplementing it to the Reeves resurfacing active contract.
Analysis:	Completing Reynold Industrial Road under Reeves active resurfacing contract is a cost effective way to complete paving of this corridor in a timely manner to minimize potential traffic safety risk. Given Reeves operations proximity to the location and performed work at its approach, it is cost effective to complete this work by supplementing it to Reeves resurfacing active contract. This cost was analyzed and determined to be reasonable and cost effective for the type of work being performed.
Financial Impact:	Funds are available in amount of \$108,712.25 in Engineering SPLOST VI-Resurfacing Contracts
Alternatives:	Not proposed
Recommendation:	Approve to Supplement Construction Contract with Reeves Construction Co. in the amount of \$108,712.25 for cover additional cost of Resurfacing Reynold Industrial Blvd. AE/Bid 22-237.

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

(\$108,712.25) 328-041110-54.14110/211828011-54.14110 Engineering SPLO
Resurfacing Contracts

Item 2.

REVIEWED AND
APPROVED BY:

HM/sr

June 17, 2025

Ms. June Hamal
Augusta Engineering Department
452 Walker St.
Suite 110
Augusta, GA 30901

Reference: Resurfacing of Reynolds Industrial Blvd.

Dear Ms. Hamal,

Thank you for requesting Reeves Construction to provide pricing to mill & inlay for the above referenced roadways.

Our quote is as follows:

BASE BID					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
150-1000	TRAFFIC CONTROL	1.000	LS	\$ 13,515.00	\$ 13,515.00
402-1802	RCYCLD ASP CON PATCHING, INCL BITUM MATL & H LIME	50.000	TN	\$ 173.00	\$ 8,650.00
402-3130	RCYL ASP CON 12.5MM SPRPV,GP 2,BITUM MATL &H LIME	540.000	TN	\$ 116.25	\$ 62,775.00
413-0750	TACK COAT	295.000	GL	\$ 3.35	\$ 988.25
432-0208	MILL ASP CON PVMT, 2 IN DEPTH	4,910.000	SY	\$ 2.40	\$ 11,784.00
				SUBTOTAL	\$ 97,712.25
STRIPING-PAINT OPTION		1.000	LS	\$ 4,500.00	\$ 4,500.00
STRIPING-THERMO OPTION		1.000	LS	\$ 6,500.00	\$ 6,500.00

Notes:

1. The Owner acknowledges that Reeves' work is highly susceptible to time driven escalation costs. Accordingly, the Owner will advise Reeves of any potential for delay or time extension that may adversely affect Reeves, sufficiently in advance to afford Reeves the opportunity to submit escalation cost adjustments, if warranted.
2. This quote will automatically be withdrawn if not accepted within 30 days of bid date.
3. Quote is based upon a mutually agreed upon schedule.
4. Davis-Bacon wages or Union wages are NOT included in pricing.
5. All items not specifically quoted are excluded.
6. Quote is presented as a total package. Please contact office before separating.



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7. THESE CONDITIONS SHALL BE INCLUDED AS AN INTEGRAL PART OF ANY CONTRACT BETWEEN REEVES AND THE PRIME CONTRACTOR, AND SHALL TAKE PRECEDENCE OVER ANY TERMS OF THE CONTRACT OR PROJECT DOCUMENTS WHICH MAY BE IN CONFLICT.


All necessary easements and right-of-ways on any property owned by others, building permits, driveway permits, tap fees, impact fees, land disturbance fees, licenses, and other similar matters required by government or other regulatory agencies for this construction shall be paid by others.

Thank you for the opportunity to quote this additional work. If you have any questions concerning this quote, please contact me.

Respectfully submitted,
REEVES CONSTRUCTION COMPANY

Greg Hamilton, PE
East Region Estimator

ENGINEERING DEPARTMENT**Hameed Malik, Ph.D., PE, Director****MEMORANDUM**

TO: Darrell White, Interim Director, Procurement
FROM:  Dr. Hameed Malik, Director, Engineering
DATE: June 24, 2025
SUBJECT: **Resurfacing Various Roads 2022**
BID #22-237
Purchase Order No: 22ENG141

Please approve Supplement 1 for supplemental funding for the Resurfacing Various Roads 2022 contract for PO# 22ENG141, for Reeves Construction, in the amount of \$108,712.25. This supplemental funding will cover additional cost of resurfacing Reynold Industrial Blvd.

It is agreed that as a result of the above described modifications the contract amount is increased by \$108,712.25 from \$ 6,068,473.00 to \$6,177,184.25

Funding will come from account number:

328-041110-5414110/211828011-5414110

Should you have any questions, please contact the department at 706-796-5040.

HM/dp

Attachments

Cc: Hameed Malik, P. E., PhD, Director
Lewis Avery, Assistant Director of Finance & Administration, EESD

JHC Corporation

15 Fresh Bru Dr
Newnan, GA 30263
Phone: (770) 487-3258
Fax: (770) 487-4254

Request for Change Order

To: CITY OF AUGUSTA
535 TELFAIR ST
AUGUSTA, GA 30901
Project: JAMES BROWN BLVD

RFC No: 4
Date: 5/7/2025
Description: PAVE JAMES BROWN BLVD:

\$105,750.00 - 4,700SY of 1.5" mill and overlay with 12.5 mm Superpave
@ \$22.50/SY (Final billing to be measured per unit installed)
\$4,500.00 - Traffic Control

\$110,250.00 - EST TOTAL RFC 4 

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$110,250.00 will be added to the contract price.

Original Contract	\$1,395,854.70
Other Approved Change Orders	\$0.00
Total Contract to Date	\$1,395,854.70
This Request	\$110,250.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$1,506,104.70

Authorized Signature:  Date: 5/31/25
JHC Corporation

Authorized Signature: _____ Date: _____
CITY OF AUGUSTA

JHC Corporation

15 Fresh Bru Dr
Newnan, GA 30263
Phone: (770) 487-3258
Fax: (770) 487-4254

Request for Change Order

To: CITY OF AUGUSTA
535 TELFAIR ST
AUGUSTA, GA 30901
Project: JAMES BROWN BLVD

RFC No: 5
Date: 5/22/2025
Description: INSTALL DRIVEWAY BETWEEN LANEY WALKER BLVD AND SPRUCE STREET:

610-0355 - REM CONC CURB & GUTTER ALL SIZ - 20.00 LF @ \$10.00 = \$200.00
610-2815 - REM CONC SIDEWALK - 11.11 SY @ \$20.00 = \$222.20
441-6022 - CONC CURB & GUTTER/ 6X30TP2 - 20.00 LF @ \$28.00 = \$560.00
441-4020 - CONC VALLEY GUTTER, 6 IN - 11.20 SY @ \$75.00 = \$840.00
610-6605 - REMOVE LIGHTING STANDARD - 1.00 EA @ \$1,000.00 = \$1,000.00
682-1405 - CABLE, TP XHHW, AWG NO 8 - 330.00 LF @ \$3.00 = \$990.00
682-6222 - CONDUIT, NONMETL, TP 2, 2 IN - 20.00 LF @ \$10.00 = \$200.00
DUMPSTER - 1.00 EA @ \$425.00 = \$425.00
TRAFFIC CONTROL - 1.00 LS @ \$750.00 = \$750.00
P&OH - 1.00 LS @ \$1,037.44 = \$1,037.44

\$6,224.67 - RFC 5 TOTAL 

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$6,224.67 will be added to the contract price.


Original Contract	\$1,395,854.70
Other Approved Change Orders	\$0.00
Total Contract to Date	\$1,395,854.70
This Request	\$6,224.67
Other Pending Requests	\$110,250.00
Total Contract plus Pending RFCs	\$1,512,329.37

Authorized Signature:  Date: 5/31/25
JHC Corporation

Authorized Signature: _____ Date: _____
CITY OF AUGUSTA

ENGINEERING DEPARTMENT**Hameed Malik, Ph.D., PE, Director****MEMORANDUM**

TO: Darrell White, Interim Director, Procurement

FROM:  Dr. Hameed Malik, Director, Engineering

DATE: June 25, 2025

SUBJECT: **James Brown Blvd Improvements project**
Project No.: 13707
Purchase Order No: 24ENG047

Please approve Change Order 1 for supplemental funding for the James Brown (Laney Walker to Twigs St) Improvements project, for PO: 24ENG047, for JHC Corporation, in the amount of \$116,474.67. This supplemental funding is to cover the cost of 1.5" mill and overlay with 12.5mm Superpave.

It is agreed that as a result of the above described modifications the contract amount is increased by \$116,474.67 from \$1,395,855.00 to \$1,512,329.67.

Funding will come from account number:

(\$116,474.67) – 324041110-54.14110

Should you have any questions, please contact the department at 706-796-5040.

HM/sr

Attachment: CST Change Order 1 – James Brown Blvd Improvements

Cc: Hameed Malik, P. E., PhD, Director
Lewis Avery, Assistant Director of Finance & Administration, EESD



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

James Brown Blvd. (Twiggs St. to Laney Walker Blvd.) PHIII Improvements

GDOT PI # 0013707

Bid #23-173

File Reference: 25 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Construction Supplement (SA1) to JHC Corporation in the amount of \$116,474.67 for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707) for additional road paving & associated construction. AE/Bid #23-173
Background:	The Project is phase 3 of James Brown Blvd. Streetscaping improvements Project. The Project is listed in the Augusta Metropolitan Planning Organization (MPO) TIP. The Project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of Phase III is to repair delinquent sidewalks and streetscape features along James Brown Boulevard from Twiggs Street to Laney Walker Boulevard. Alternatively, this project will bring the deficient pedestrian facilities within the project boundary into compliance with the Americans with Disabilities Act (ADA), and also serve to beautify and create a consistent façade for the James Brown Boulevard corridor. The project is under construction. This is a supplement construction to the primary contracted improvements and its completion with road improvements is necessary for the project corridor & James Brown Blvd's overall roadway improvements and enhancement of newly constructed streetscape improvements.
Analysis:	On February 6, 2024 Augusta Commission awarded this project construction contract to JHC Corporation. The project is under construction and sidewalks & associated streetscape improvements are in progress. Additional identified supplement work is critical for completing overall roadway improvements for traffic operations & safety. This cost was analyzed and determined to be reasonable and cost effective for the type of work being performed.
Financial Impact:	Funds are available in amount of \$116,474.67 in Engineering SPLOST IV-Resurfacing various roads.
Alternatives:	Do not approve and abandon the project.

Recommendation: Approve Construction Supplement (SA1) to JHC Corporation in the amount of \$116,474.67 for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707) for additional road paving & associated construction. AE/Bid #23-173

Funds are available in the following accounts: (\$116,474.67) 324041110-54.14110 SPLOST IV- Resurfacing various roads

REVIEWED AND HM/sr
APPROVED BY:



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Telfair Street and 13th Street Improvements Projects

TIA Project Number: RC07-000148 / PI#0011409 and

TIA Project Number: RC07-001223 / PI#0011424

RFP #22-195

File Reference: 24-014 (T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Construction Contract supplement (SA2) to E R Snell Contactor, Inc. in the amount of \$185,967.06 for subsurface utilities/water lines conflicts construction for Transportation Investment Act (TIA) Project, Telfair Street Improvements Project. AE/ Bid 22-195
Background:	The Telfair Street is project from the “Approved Investment List” of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. This is Band 3 project. The improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system. The project will improve pedestrian safety at intersections with new high visibility crosswalks. New street landscaping and lighting will be provided, where possible, to enhance pedestrian use and improvement roadway aesthetics. On December 6, 2022, Augusta Commission awarded the project construction contract to ER Snell Contractor, Inc. The project is under construction and water distribution conflict at the intersection of 9th and Telfair encountered. This is supplement construction to primary contacted improvements and its completion with road improvements is necessary for safe management of water distribution and safety of newly constructed road.
Analysis:	The project is under construction and roadway improvements are in progress. Additional identified supplement work is critical for completing roadway improvements as intended for enhancing roadway operation and safety. This cost was analyzed and determined to be reasonable and cost effective for the type of work being performed
Financial Impact:	Funds in amount of \$185,967.06 are available in AUD fund (G/L 5160434490-5425410 / J/L 82500040-5425410)
Alternatives:	1) Do not approve and find alternative to complete supplemental critical sanitary sewer line improvements and meet TIA project completion schedule

Recommendation: Approve Construction Contract supplement (SA2) to E R Snell Contractor, Inc. in the amount of \$185,967.06 for subsurface utilities/water lines conflicts construction for Transportation Investment Act (TIA) Project, Telfair Street Improvements Project. AE/ Bid 22-195

Funds are available in the following accounts: (\$185,967.06) 5160434490-5425410 / J/L 82500040-5425410 AUD Funds

REVIEWED AND HM/sr
APPROVED BY:



May 20, 2025

452 Walker Street
Suite 110
Augusta, GA 30901
ATTN: Peter Adeleke

RE: City of Augusta
RFP: 22-195 13th Street Improvements and Telfair Street Improvements
ERS Job: 50400
9th St 16" WM Conflict

Dear Mr. Adeleke,

Per the request of AUD, please find the pricing below for the water distribution conflict at the intersection of 9th and Telfair. This work is additional to the current 9th St SS Change Order that was approved. The additional QTY's provided are current line items to be used that were accepted for the 9th St SS. Please see below:

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL VALUE
WATER DISTRUBUTION CONFLICT	1	LS	\$ 158,994.56	\$ 158,994.56
			TOTAL	\$ 158,994.56
ADDITIONAL QTYS CURRENTLY PRICED				
DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL VALUE
SELECT BCKFILL GA DOT TP 1, CL I & II SAND/CLAY	30	CY	\$ 45.75	\$ 1,372.50
UTILITY ROAD CUT RESTORATION PER INLAY DETAIL	100	SY	\$ 156.00	\$ 15,600.00
			TOTAL	\$ 16,972.50


Sincerely,

Richard Banks
Project Manager
E.R. Snell Contractors, Inc.

E. R. Snell Contractor, Inc.

www.ersnell.com | 770.985.0600 | 1785 Oak Road, Snellville, GA 30078

ENGINEERING DEPARTMENT**Hameed Malik, Ph.D., PE, Director****MEMORANDUM**

TO: Darrell White, Interim Director, Procurement
FROM:  Dr. Hameed Malik, Director, Engineering
DATE: June 25, 2025
SUBJECT: **Telfair Street & 13th Street Improvement Projects**
Project No.: 11409 & 11424
Purchase Order No: 23ENG046

Please approve Change Order 1 for supplemental funding for the Telfair St and 13th Street Improvements project, for PO: 23ENG046, for E. R. Snell, in the amount of \$185,967.06. This supplemental funding is for subsurface utilities/water lines conflicts construction for this TIA project.

It is agreed that as a result of the above described modifications the contract amount is increased by \$185,967.06 from \$25,132,471.20 to \$25,318,438.26.

Funding will come from account number:

(\$185,967.06) – 5160434490-54.25410 / 82500040-54.25410

Should you have any questions, please contact the department at 706-796-5040.


HM/sr

Attachment: CST Change Order 1 – Telfair Street & 13th Street Improvements

Cc: Hameed Malik, P. E., PhD, Director
Lewis Avery, Assistant Director of Finance & Administration, EESD

ENGINEERING DEPARTMENT**Hameed Malik, Ph.D., PE, Director****MEMORANDUM**

TO: Darrell White, Interim Director, Procurement

FROM:  Dr. Hameed Malik, Director, Engineering

DATE: June 25, 2025

SUBJECT: **Barton Chapel @ SR10/US 78 (Gordon Hwy) Intersection Improvements**
Project No.: 0012868
Bid No: 23-183
Purchase Order No: 24ENG049

Please approve Change Order 1 for supplemental funding for the Barton Chapel @ SR10/US 78 (Gordon Hwy) Intersection Improvements project, for PO: **24ENG049**, for Reeves Construction, in the amount of \$31,668.84. This supplemental funding is to cover the cost of field conflict resolution modified improvements to construction.

It is agreed that as a result of the above described modifications the contract amount is increased by **\$31,668.84** from **\$4,306,964.25** to **\$4,338,633.09**.

Funding will come from account number:

(\$21,236.33) SPLOST IV – Resurfacing Various Roads
324-041110-54.14110/219824904-54.14110

(\$10,432.51) SPLOST VI – Resurfacing Contracts
328-041110-54.14110/211828011-54.14110

Should you have any questions, please contact the department at 706-796-5040.

HM/dp

Attachment: CST Change Order 1 – Barton Chapel @ SR10/US 78 (Gordon Hwy) Intersection Improvements

Cc: Hameed Malik, P. E., PhD, Director
Lewis Avery, Assistant Director of Finance & Administration, EESD

Augusta Engineering Administration
452 Walker Street, Suite 110 - Augusta, Georgia 30901
Phone: (706) 796-5040 - Fax: (706) 796-5045
www.augustaga.gov



June 2, 2025

Peter Adeleke
Project Engineer
Richmond County
452 Walker St
Suite 110
Augusta, GA 30901

RE: Barton Chapel Change Order #1—Redesign of Wall & Time Extension

Dear Mr. Adeleke,

Reeves Construction Company respectfully submits the change order pricing below to modify the retaining wall from a Gravity Wall to a Turn-up Wall per the redesign sent on May 1, 2025. As you are aware, this alteration was necessitated by conflicts with the Georgia Power Transmission pole. Please note that the quantity provided is an assumed quantity and may be subject to underrunning or overrunning.

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Deducted</u>	<u>Total Additional</u>
Class B Concrete, Retaining wall	CY	33	\$1,200.00	(\$39,600.00)	
Class A Concrete, Incl Reinf Steel	CY	33	\$1,650.00		\$54,450.00
Conc Sidewalk, 8 Inch	SY	63	\$130.00	(\$8,190.00)	
Conc Sidewalk, 8 inch	SY	60	\$130.00		\$7,800.00
Conc Sidewalk, 4 Inch	SY	12	\$65.00		\$780.00
Grading Complete	LS	1	\$6,328.84		\$6,328.84
Traffic Control	LS	1	\$10,100.00		\$10,100.00
Total:				(\$47,790.00)	\$79,458.84
Difference:					<u>\$31,668.84</u>

Additionally, Reeves Construction Company is requesting an 80-day time extension to the contract due to delays caused by this issue with the wall. This wall has always been on the critical path for the project, as indicated in the CPM schedule dated January 16, 2025, which was sent to Richmond County. The wall

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was projected to begin on February 25, 2025, following necessary grading work, which was expected to commence on February 4, 2025. The issue with the Transmission Pole was discovered on January 31, 2025.

Furthermore, in our efforts to maintain project progress, Reeves shifted focus to other locations; however, we encountered challenges with utilities between Stations 206+60 to 213+50, including but not limited to the sewer manhole and fiber lines. These items are still under redesign and will be addressed once the issues are resolved.

We appreciate your understanding and consideration of our requests. Should you require any further information or clarification, please do not hesitate to contact me.

Sincerely,

Reeves Construction Company
East region -- Augusta

Samuel Stutt
Assistant Project Manager
Reeves Construction Company
762-333-4127

CC: June Hamal- Associate Director Construction- Richmond County
Dallas Suggs- Regional Manager – Reeves

File: 10321150

An Equal Opportunity Employer



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Barton Chapel @ SR10/US 78 (Gordon Hwy) Intersection Improvements

PI # 0012868

Bid #23-183

File Reference: 25 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Construction Supplement (SA1) to Reeves Construction Company in the amount of \$31,668.84 for CR1502/Barton Chapel Road @ SR10/US&78 (Gordon Hwy) Improvements Project (PI# 0012868) for field conflict resolution modified improvements to construction. AE/Bid #23-183
Background:	The Project is one of three traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. The project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of this project is to gain operation efficiency by widening of the intersections to allow for a left turn lane. Roadway improvements require the relocation of utilities facilities. On February 6, 2024, Augusta Commission awarded the project construction contract to Reeves Construction Company. The project is under construction and a Power Transmission Pole conflict was encountered. This is a field change construction to the primary contracted improvements and its completion is necessary for completing road improvements.
Analysis:	The project is under construction and roadway improvements are in progress. Additional identified supplement work is critical for completing roadway improvements as intended for enhancing roadway operation and safety at this intersection. This cost was analyzed and determined to be reasonable and cost effective for the type of work being performed.
Financial Impact:	Funds are available in amount of \$31,668.84 in Engineering SPLOST IV & SPLOST VI (\$21,236.33 SPLOST IV-Resurfacing various roads & \$10,432.51 SPLOST VI-Resurfacing Contracts).
Alternatives:	Do not approve and find alternate funding to complete the improvements.
Recommendation:	Approve Construction Supplement (SA1) to Reeves Construction Company in the amount of \$31,668.84 for CR1502/Barton Chapel Road @ SR10/US&78 (Gordon Hwy) Improvements Project (PI# 0012868) for field conflict resolution modified improvements to construction. AE/Bid #23-183

Funds are available in the following accounts: (\$21,236.33) SPLOST IV - Resurfacing Various Roads
324-041110-54.14110 / 219824904-54.14110

(\$10,432.51) SPLOST VI - Resurfacing Contracts
328-041110-54.14110 / 219824904-54.14110

REVIEWED AND
APPROVED BY:

HM/sr



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Jones Alley Improvements - Preliminary & Final Design Services Phase

RFQ #24-162

File Reference: 24-014 (T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve funding (SA1) for Engineering Phases (Design & CST Plans) of the Design Consultant Services Agreement to Cranston LLC (Cranston) in the amount of \$120,125.00 for the Jones Street Roadway & Alley Improvements Project. AE/ RFQ 24-162
Background:	The purpose of this project is to enhance the functionality and aesthetically improve around the Augusta common area by enhancing the connectivity to commons, Augusta convention center and other businesses around it and keeping traffic and pedestrian functionality as a top priority. The scope of work includes review of previous improvements in vicinity of the project, previously develop layout validation, analysis, & development; preliminary construction plans, right-of-way plans, Surveying, electrical & lighting design, stakeholder coordination, and final construction plans. Proposed Jones Alley runs through existing building and scope also include limited Architectural Services for building structural support reconstruction and designing building enclosure on both sides of the proposed roadway. Augusta Engineering is taking a phased approach to complete final design and construction plans for this project. Concept phase is complete and the project is already proceeding with roadway improvements design & final construction plans
Analysis:	On August 20, 2024 Augusta Commission approved to move the project to the concept development phase. Concept phase is complete and transitioning to preliminary & final design phase. Supplemental professional engineering services and associated funding are need for completing the roadway improvements design and letting.
Financial Impact:	Funds are available in the project state allocated fund. PE allocated amount is \$160,000.00 and balance of \$120,125.60 available (220013211-5412110)
Alternatives:	1) Do not approve and find alternative to complete the project.
Recommendation:	Approve supplement (SA1) to Cranston LLC in the amount of \$120,15.00 for the Jones Street Roadway & Alley Improvements Project. AE/ RFQ 24-162

Funds are available in (\$120,125.60) 220013211-5412110 - Project State Funds
the following accounts:

REVIEWED AND HM/sr
APPROVED BY:

**AUGUSTA, GA ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

Item 6.

Augusta Richmond County Project Number(s):	220-013211-54.12110
GDOT Number (s):	
Supplemental Agreement Number:	1
Purchase Order Number:	24ENG247

WHEREAS, We, **Cranston, LLC**, Consultant, entered into a contract with Augusta-Richmond County on July 21, 2023 for engineering design services associated with the improvements to **Jones Alley Improvements** Project, and

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

Additional Design for new roadway & pedestrian corridor between 9th St & the Augusta Common

It is agreed that as a result of the above described modifications the contract amount is increased by \$120,125 from \$39,874.41 to a new total of \$159,999.41.

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

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

This _____ day of _____, 2025

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Cranston, LLC

Honorable Garnett L. Johnson, Mayor

Approved Date: _____

ATTEST:

Title:

Approved: Date:
[ATTACHED CORPORATE SEAL]
ATTEST:

Title:



CRANSTON

CranstonEngineering.com

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

May 13, 2025

Hameed Malik, Ph.D., P.E.
Director of Engineering
Augusta Engineering Department
452 Walker St., Suite 110
Augusta, GA 30901

Re: Jones Street Roadway and
Alley Improvements Fee Proposal
Cranston File: 2024-0328

Dear Dr. Malik

In accordance with your request, we are pleased to offer the following proposal for the roadway and pedestrian improvements along the Jones Street Alley between 9th Street and the Augusta Common. Cranston is currently finalizing concepts for the proposed improvements, which include roadway, pedestrian, and building reconstruction activities.

PROJECT DESCRIPTION

The Jones Street Alley Improvements include the design of a new roadway and pedestrian corridor between 9th Street and the Augusta Common. The project will increase overall connectivity between the Augusta Common and other downtown destinations such as the Augusta Convention Center and Reynolds Street parking deck. The scope of services include professional engineering and landscape architecture to prepare bid-ready construction drawings.

SCOPE OF WORK

We propose the following tasks.

TASK 1: FINAL ENGINEERING (50% COMPLETE)

- The Civil site design will be coordinated with all professional disciplines (Architectural, Electrical, and Structural). The engineering design services include time allocations for attending a project kick-off meeting and due diligence activities such as project start-up and review of design drawings for the adjacent site development project.
- Professional civil site design for the proposed development including grading, drainage, and utility improvements for the Jones Street Roadway and Alley Improvements.

TASK 2: FINAL ENGINEERING (90% COMPLETE)

- Cranston will prepare construction plans including, but not necessarily limited to the following elements: cover; notes and legend; site plan; site staking; grading and drainage; water distribution and wastewater collection; roadway, storm, and sanitary profiles; erosion and sediment control; and all respective civil details necessary for construction. Including electrical for site lighting, structural to penetrate and architectural to enclose two building structures at the Commons area.

TASK 3: PERMITTING

- Site plan submission to Augusta Richmond County for approval of the site plan. This includes any supplemental meetings, coordination, plan revisions, and re-submissions to the County as necessary to obtain approval to proceed with construction. Re-submissions due to significant changes by the Owner or the Design Team are not included. If necessary, we propose to complete these services on time and material (T&M) basis or at a pre-negotiated fee outside of this original agreement.

TASK 4: BIDDING

- Cranston will answer and coordinate with other design professionals all pre-bid questions, issue addendum/s and attend bid opening.

ASSUMPTIONS & EXCLUSIONS

- Geotechnical and/or environmental services are excluded.
- Survey services were previously contracted during the Concept Phase. Additional survey or utility location services are not included in this scope of work.
- We understand that roadway improvements between 9th Street and Macartan Street are not included based on budget limitations.
- Any services not expressly included in this proposal are excluded. Additional services may be provided on a time and material basis or as a separate agreement upon request.

Augusta Engineering Department
May 13, 2025
Page **3** of **3**

FEE PROPOSAL

We propose to complete the proposed engineering services by task as follows.

TASK	DESCRIPTION	PROPOSED FEE (\$)
Task 1	Final Engineering (50% Complete)	\$ 65,460.00
Task 2	Final Engineering (90% Complete)	\$ 43,975.00
Task 3	Permitting	\$ 5,775.00
Task 4	Bidding	\$ 4,915.00
Basic Services Total		\$ 120,125.00
ADDITIONAL SERVICES		
Task 5	Construction Administration T&M \$3,500/month x 10	\$ 35,000.00
Task 6	NPDES Services \$1100/month x 10	\$ 11,000.00

TIME OF COMPLETION

Schedule-estimate*

- Concept – complete = May 2025*
- Notice to Proceed with Final Engineering = May 2025*
- Final Engineering and R/W Acquisition = May through August*
- Advertisement and Bid Offering = August through October*
- Construction = January 2026 through September 2026*

We appreciate the opportunity to submit this proposal and trust that you find it satisfactory. Should you have any questions concerning this proposal, please do not hesitate to give us a call.

Sincerely,

CRANSTON LLC



Scott Davis, PLA
Project Manager



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Broad Street Improvements Project

TIA Project Number: RC07-000107 / PI#0011382

RFQ #22-167

File Reference: 25-014 (T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve Construction Contract supplement (CO1) to E R Snell Contactor, Inc. in the amount of \$1,000,000.00 for subsurface utilities conflicts & unsuitable material improvements construction for Transportation Investment Act (TIA) Project, Broad Street Improvements Project. AE/ RFQ 22-167
Background:	<p>The Broad Street Improvements are projects from the “Approved Investment List” of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. This is a Band 3 project. The improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system. Improvements also include James Brown Linear Park. The project will improve pedestrian safety at intersections with new high visibility crosswalks. New street landscaping and lighting will be provided, where possible, to enhance pedestrian use and improvement roadway aesthetics.</p> <p>On Augusta 1, 2023, Augusta Commission awarded the project construction contract to ER Snell Contractor, Inc. The project will be constructed in phases and presently the roadway segment between 15th Street & 13th Street is in-construction. It is a full-depth road improvement and during construction unforeseen unsuitable material and multiple water & sewer utilities conflicts were encountered requiring mitigation to complete road improvements. This is a supplement construction to the primary contracted improvements and its completion with road improvements is necessary for safe management of respective services and safety of newly constructed road.</p>
Analysis:	<p>The project is under construction and roadway improvements are in progress. Additional identified supplement work is critical for completing roadway improvements for enhancing roadway operation and safety. Funds are added to maintain the project construction schedule and resolve the aforementioned conflicts presently encountered and may encounter as construction progress beyond ST. Sebastian intersection. ER Snell submitted unit cost was analyzed</p>

and determined to be reasonable and cost effective for the type of work performed.

Financial Impact:

Funds in amount of \$1,000,000.00 available in TIA-Discretionary funds.

Alternatives:

1) Do not approve and find alternative to complete utilities conflicts and unsuitable material supplemental construction and meet TIA project completion schedule.

Recommendation:

Approve Construction Contract supplement (SA1) to E R Snell Contactor, Inc. in the amount of \$1,000,000.00 for subsurface utilities conflicts & unsuitable material improvements construction for Transportation Investment Act (TIA) Project, Broad Street Improvements Project. AE/ RFQ 22-167

Funds are available in


the following accounts: (\$1,000,000) 236-041110-54.14110 - TIA-Discretionary

REVIEWED AND
APPROVED BY:

HM/sr

ENGINEERING DEPARTMENT**Hameed Malik, Ph.D., PE, Director****MEMORANDUM**

TO: Darrell White, Interim Director, Procurement

FROM:  Dr. Hameed Malik, Director, Engineering

DATE: June 26, 2025

SUBJECT: **Broad Street Improvements project**
Project No.: 11382
Purchase Order No: 23ENG272

Please approve Change Order 1 for supplemental funding for the Broad Street Improvements project, for PO: 22ENG101, for E. R. Snell in the amount of \$1,000,000. This supplemental funding is to cover the subsurface utilities conflict for Broad St.

It is agreed that as a result of the above described modifications the contract amount is increased by \$1,000,000 from \$60,613,333.83 to \$61,613,333.83.

Funding will come from account number:

(\$1,000,000) – 236041110-54.14110

Should you have any questions, please contact the department at 706-796-5040.

HM/sr

Attachment: CST Change Order 1 – Broad Street Improvements

Cc: Hameed Malik, P. E., PhD, Director
Lewis Avery, Assistant Director of Finance & Administration, EESD



April 9, 2025

452 Walker Street
Suite 110
Augusta, GA 30901
Attn: Peter Adeleke

RE: City of Augusta
ERS Job: 50422-25
Geogrid Seg II

Dear Mr Adeleke,

Please see the following pricing for the Geogrid on Broad St. This pricing was requested by the COA due to the current site conditions in the full depth section between 15th and St Sebastian. Attached separately is additional information regarding the Geogrid specifications.

Description	Quantity	Units	Unit Price	Amount
Geogrid	5,515	SY	\$8.00	\$44,120.00
			TOTAL	\$44,120.00

Attachments/Additional Clarifications

1. Spec Sheet
2. 5,515 SY would cover entire area between 15th and St Sebastian
3. Pricing can be used in the next full depth section if found to be required due to poor soil conditions.

If any additional information is needed, please let me know.

Sincerely,
Richard Banks
Project Manager
E.R. Snell Contractors, INC

April 25, 2025

452 Walker Street
Suite 110
Augusta, GA 30901
Attn: Peter Adeleke

RE: City of Augusta
ERS Job: 50422-25
Full Depth Subgrade Undercut

Dear Mr Adeleke,

Per the request of the COA and Atlas, please see the following pricing for the undercuts per recommendation from Atlas. This pricing is to be used in the full depth section of the project between 15th and St Sebastian. If this situation were to arise in the next section, this pricing is to be used for that issue as well. Please see the following:

Biditem	GDOT Code	Description	Quantity	Unit	Bid Price	Bid Total
5	210-0250	UNDERCUT EXCAVATION - UP TO 750 CY AT \$18.00	750	CY	\$18.00	\$13,500.00
10	210-0250	UNDERCUT EXCAVATION - OVER 750 CY	1,506	CY	\$47.00	\$70,782.00
15	208-0200	6" ROCK EMBANKMENT	967	CY	\$118.50	\$114,589.50
20	207-0203	8" TP II BACKFILL	1,290	CY	\$114.00	\$147,060.00
25	603-7000	FILTER FABRIC	11,582	SY	\$8.80	\$101,921.60
					Total =	\$447,853.10

If any additional information is needed, please let me know.



Sincerely,
Richard Banks
Project Manager
E.R. Snell Contractors, INC



May 12, 2025

452 Walker Street
Suite 110
Augusta, GA 30901
Attn: Peter Adeleke

RE: City of Augusta
ERS Job: 50422-25 Full Depth Section
Full Depth 15th-13th Water & Sewer

Dear Mr Adeleke,

Per the request of the COA, please find the following narrative as a request for compensation on the anticipated Water & Sewer items between 15th and 13th St (Full Depth Section). Currently, our subcontractor has already began performing work in order to keep the project from not entirely being shut down. Due to what information has been received and current on-site conditions, ERS is estimating **\$400,000.00** be added to this section of the project for Water & Sewer items. While ERS does not anticipate this amount being fully utilized, this should cover enough of the work anticipated and additional work that will be required once construction crosses 13th St and allow the subcontractor to continue working while additional funding is discussed with the COA for the next areas of construction if needed. If any additional information is needed, please reach out via cell or email.

A handwritten signature in black ink, appearing to be "RB" followed by a flourish.

Sincerely,
Richard Banks
Project Manager
E.R. Snell Contractors, INC




ENGINEERING & ENVIR. SVCS. DEPARTMENT

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

MEMORANDUM

To: Augusta Commission & Administrator

From:  Hameed Malik, Director Engineering & Environmental Services

Date: June 21, 2025

Subject: 541 Solid Waste Management (Landfill) Operational Budget Amendment

This memo request is to amend Engineering & Environmental Services department 541-Solid Waste Management (Landfill) FY2025 budget, reason being stated below.

Augusta Solid Waste Facility (Landfill) served as temporary and permanent disposal site for Hurricane Helene vegetative and other debris. Facility operated at extended hours to accommodate Helene Debris management contractor, CERES, daily work schedule. Ceres work extended hours to meet deadline set for the Augusta, Georgia Federal & State hurricane Helene debris management expenses 100% reimbursement recovery. Acceptance of the hurricane Helene debris constituted an ongoing operational burden to the department during the acceptance/temporary storage phase (from initiation through final delivery of material) and will continue as an operational burden/expense as the material is processed for final use/reuse/recycled material, as required by the GAEPD regulatory requirements.

Budget: 541044210

Revenue Increase / 3441114	\$4,120,000
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Expenses Increase	\$4,120,000
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S&W Overtime/ 5113110	\$400,000
Equipment Rental / 5224214	\$500,000
Contract Services / 5211120	\$400,000
Fuel / 5312720	\$150,000
Fuel / 5312710	\$5,000
R & M - Equipment / 5319130	\$450,000
R & M - Grounds	\$200,000
Machinery/Equipment / 5421110	\$2,000,000
Safety Supplies / 5311420	\$15,000

Augusta Engineering Administration

452 Walker Street, Suite 110 – Augusta, GA 30901

Office: (706) 796 – 5040 Fax: (706) 796 -5045

www.augustaga.gov



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Solid Waste Management (Landfill) FY 2025 Budget Amendment

File Reference: 25-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve an increase to operating expenditure levels in the amount of \$4,120,000 for Engineering & Environmental Services Department Solid Waste Management (Landfill) FY2025 budget. /AE
Background:	Landfill operations have experienced an increase in expenses primarily due to hurricane Helene debris disposal at the facility. The Landfill served as the temporary and permanent disposal site for Hurricane Helene vegetative and other debris. The Facility operated on extended hours to accommodate Helene Debris management contractor's, CERES, daily work schedule. Ceres work extended Landfill operations hours to meet the deadline set for Augusta, Georgia, Federal & State hurricane Helene debris management expenses that are 100% reimbursement recovery.
Analysis:	Proper operation of the landfill is essential to meeting the requirements of its permits. Acceptance of the hurricane Helene debris constituted an ongoing operational burden to the department during the acceptance/temporary storage phase (from initiation through final delivery of material) and will continue as an operational burden/expense as the material is processed for final use/reuse/recycled material, as required by the GAEPD regulatory requirements.
Financial Impact:	Increased revenue in the amount of \$4,120,000 to address the increase level of expenditures in the amount of \$4,120,000. –see attached Memo.
Alternatives:	Do not approve and identify other resources to address Solid Waste Management operations budget shortfall.
Recommendation:	Approve to approve increase to operating expenditure levels in amount of \$4,120,000 for Engineering & Environmental Services Department Solid Waste Management (Landfill) FY2025 budget. /AE
Funds are available in the following accounts:	<div> <div>(\$4,120,000)</div> <div> 541-000000-3441111 \$3,500,000 541-000000-1342210 \$620,000 </div> </div>

Funds available in Solid Waste Management increase revenue

REVIEWED AND
APPROVED BY:

HM/sr



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Solid Waste Facility Operations- Compressors Onsite Maintenance Service

QUINCY COMPRESSORS

File Reference: 25-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve and authorize contracting Quincy COMPRESSOR through a sole source procurement for Solid Waste Facility (Facility) compressors maintenance Service Plan to keep the Facility in compliance with its regulatory permits. Also approve associated funding in the amount of \$56,232.71 per year to fund Quincy COMPRESSOR maintenance services. /AE
Background:	Solid Waste Facility is operating on several Quincy COMPRESSOR (Quincy) compressors. These compressors are integral parts of the Facility's regulatory compliance such as Leachate Management System operation & Equipment Maintenance Shop operation. Quincy, being sole source for the compressors installed at the Facility, is servicing these compressors presently. There is a continuous need for utilizing Quincy maintenance services. Under the Facility regulatory compliance requirements, the Leachate Management system needs to be operational all the time. Similarly, the equipment has to be adequately functional.
Analysis:	Functional & operational compressors are regulatory compliance requirements. Presently Quincy is providing the needed maintenance services. Being a sole source for onsite compressor maintenance, continuity of Quincy maintenance service is needed. Per the department assessment and review of Quincy a submitted "Complete Guardian Plan" is the best fit plan to meet the Facility's maintenance needs.
Financial Impact:	Waste Management operational budget. Funds in amount of \$56,232.71 are available in the Facility contract services operational budget (541044210/5211120).
Alternatives:	Not proposed.
Recommendation:	Approve and authorize contracting Quincy COMPRESSOR through a sole source procurement for Solid Waste Facility (Facility) compressors maintenance Service Plan to keep the Facility in compliance with its regulatory permits. Also approve associated funding in the amount of \$56,232.71 per year to fund Quincy COMPRESSOR maintenance services. /AE

Funds are available in the following accounts: (\$56,232.71) 541044210-52.11120 – Waste Management Operations budget

REVIEWED AND HM/sr
APPROVED BY:



Print Form

Item 9.

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

Vendor: QUINCY'S E-Verify Number: 288616

Commodity: SERVICE AGREEMENT

Estimated annual expenditure for the above commodity or service: \$ 56,232.70

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: HAMEED MALIK Department: ENGINEERING/ENV. SVC Date: 05/09/25

Department Head Signature:  Date: 5/14/25


Approval Authority:  Date: 6/30/25

Administrator Approval: (required not required) Date: _____

COMMENTS:

**ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT****Hameed Malik, Ph.D., P.E.
Director****MEMORANDUM**

TO: Darrell White
FROM: Hameed Malik, Ph.D., P.E.
Director
DATE: May 7, 2025
SUBJECT: Sole Source Justification



The Environmental Services Department is requesting a sole source to QUINCY COMPRESSORS for the Complete Guardian five-year service plan. This five-year service plan covers a variety of services and warranty for ESD Gas Plant which has two larger QGD 50 units and ESD Maintenance shop which has the QGD 30 unit. This plan will also cover supporting components which includes all dryers. The units installed are vital to the function and operation of both the Gas Plant and Maintenance shop to support operations and collections here at the landfill. This five-year service plan selected which covers all listed services ensures priority repair with minimal downtime with no additional cost to Augusta, Georgia. Units and components were purchased and installed by Quincy Compressor which is the sole supplier and servicer of the systems.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3253 should you have any questions or require any additional information.

LH

Attachment

Cc: File

LaWoun Howard
Maintenance Shop Manager

Engineering & Environmental Services Department
Solid Waste & Recycling Facility
4330 Deans Bridge Road, Blythe, GA 30805
(706) 592-3200 – Fax (706) 592-3255
WWW.AUGUSTAGA.GOV



Quotation

Customer: Augusta Land Fill
Contact: Lee Ruffin
Address: 4330 Deans Bridge Rd
30805 - Blythe

Account ID: 604233
Email: lruffin@augusta.gov
Phone: 706-339-2050

Quote Date: 04/25/25
Quote Number: 68080536

**Quote Expiration
Date:** 07/23/25

Lee Ruffin,

Thank you for the opportunity to provide you with a quotation for a Quincy Compressor Guardian Plan. As the success of your business is directly linked to your production uptime and equipment availability, increasing system efficiency and reliability will directly provide you a strong financial return.

This CompleteGuardian proposal is specifically designed to extend the life of your equipment, while helping you lower your energy costs and increase overall efficiency with predictable costs.

We value your business and look forward to serving you in the near future. If you have any further questions, feel free to contact us at any time. We will be happy to provide you with additional information.

Sincerely,

Josh Harris
E-mail: josh.r.harris@quincycompressor.com
CTS Field Sales
Phone: 478-595-1124

See page 3 for Pricing





Performance you demand. Reliability you trust.™

The Quincy Difference



At Quincy Compressor we believe in starting and nurturing strong relationships with our employees, partners, and customers. We achieve this through the legendary reliability and high efficiency of our products, the flexibility of our service, and the continuous investment in our customers and employees. From our 97+ years of experience we understand that trust takes time to build, seconds to break, and years to repair. We're here to build your trust and earn your business.

Quincy Compressor Service is designed so that we take care of your business – so you can easily go about yours.



EXPERTISE

Your business demands reliability and efficiency from the technology that powers it, and your compressor must stay maintained against today's increasing production demands; and that is precisely what Quincy service can do for you. We together manage your assets, operations, and risk to deliver the desired business results needed to excel.



TECHNOLOGY

With ICONS you can predict potential problems before they occur. You will have the ability to monitor your system and guarantee the right service at the right time. This will allow you to see how and where your system can be optimized to increase efficiency.



FLEXIBILITY

Because Quincy Service Agreements are designed specifically for your business, it helps you optimize the performance of your investment and maximize your competitiveness. Components from Quincy's range of services can be freely combined to include the options that best meet your site conditions and needs.



SAFETY

With all Quincy service operations, the primary focus is the safety of personnel and equipment. Quincy employees are trained in accordance with requirements of OSHA and are outfitted with all required Personal Protective equipment (PPE) needed to perform our field service tasks.



OPTIMIZING PLANT AVAILABILITY

You must constantly optimize the performance of your process to improve the efficiency of your plants. The Quincy service team helps you tackle challenges relating to productivity, availability and security as well as cost and energy efficiency. Besides drawing on a wealth of expertise to advise you, the team handles project management and does any necessary work specified in the service agreement.



Agreement Summary

A maintenance agreement is ideal for customers who want to devote key resources to their core business, while enjoying fixed maintenance costs and reduced risk for downtime. You can be assured, that when you choose a Complete GuardianPlan your equipment will remain in optimal condition while optimizing availability.

Start Date: 04/25/25

Quote Number: 68080536

Customer #: 604233

Machine	Serial Number	Service Type	Hours/Year	Visits/Year	Duration/Years	Annual Price
QGD 50 100-150 psig - Yearly Visit Schedule: ABABABAD 5 Year Visit Schedule: ABABABADAB	API059565	Complete Guardian	8000	2.00	5	\$ 16157.68
QGD 50 100-150 psig - Yearly Visit Schedule: ABABABAD 5 Year Visit Schedule: ABABABADAB	API059566	Complete Guardian	8000	2.00	5	\$ 16157.68
QOCS 636 Yearly Visit Schedule: A 5 Year Visit Schedule: AAAAA	101182	Complete Guardian	4000	1.00	5	\$ 2961.16
QCMD 265 Yearly Visit Schedule: ABACABACABACAD 5 Year Visit Schedule: ABACABACAB	API151978	Complete Guardian	8000	2.00	5	\$ 14656.53
QGD 30 FF - Yearly Visit Schedule: AB 5 Year Visit Schedule: ABABA	ITJ909206	Protective Guardian	4000	1.00	5	\$ 3127.52
QPNC 184 Yearly Visit Schedule: BBBBBB 5 Year Visit Schedule: BBBBBB	ITJ881030	Protective Guardian	2000	1.00	5	\$ 998.15
QCS 450 Yearly Visit Schedule: A 5 Year Visit Schedule: AAAAA		Complete Guardian	4000	1.00	5	\$ 2173.99
Total Annual Price:						\$ 56232.70

Please see page 6 for explanation of (A/B/C/D/I) maintenance intervals.



Quote Number: 68080536

Additional conditions and information about your Guardian Plan

- Freight on PM Parts and Oil is included throughout the duration of the service plan.
- All pricing is held firm for the duration of the PO for Quincy equipment only.
- Agreements can only be for the length of PO validity- All PO renewals constitute the end of the agreement. New agreements will need to be quoted and approved.
- In a CompleteGuardian labor, parts, and travel for breakdown of components within the scope of the machine are covered while the agreement is valid.
- Customer must make the compressor available for an overhaul and other proactive repair when needed, in case of a breakdown due to lack availability for proactive maintenance, the customer assumes responsibility for the repair costs.
- Agreements may be cancelled by either party with a 60-day written notice.
- After an overhaul is performed, the agreement can only be cancelled by paying the full amount for the overhaul maintenance.
- Alternative air supply is not covered unless specified.
- Breakdowns and repairs caused by negligence, abuse, operation outside specified parameters and due to maintenance due over 60 days are not covered under this agreement.
- Local taxes may apply.
- Payment term NET 30 days.
- Billing options can be fulfilled Monthly, Quarterly, Semi-Annually, or in full. Invoicing will happen independently of the service performance date.
- Hardcopy PO must accompany this completed quote, before job can be opened.
- Invoicing will happen independently of the service performance date.

Invoice Frequency

<input type="checkbox"/> Annually	<input type="checkbox"/> Semi-Annually	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly
\$ 56232.70	\$ 28116.35	\$ 14058.18	\$ 4686.06

Agreement Duration

☐ 1yr ☐ 3yr ☐ 5yr

By signing the agreement below, you are consenting to all the terms and conditions, scope of work, and permitting services to be rendered.

Signature

Customer P.O. Number

Date



Quote Number: 68080536

Customer Savings



Estimated yearly increase	4.5%
Yearly Plan Price	\$ 56232.70

	PO or Agreement Duration		
	1 yr.	3 yrs.	5 yrs.
1st year	\$ 56232.70	\$ 56232.70	\$ 56232.70
2nd year	\$ 58763.17	\$ 56232.70	\$ 56232.70
3rd year	\$ 61407.51	\$ 56232.70	\$ 56232.70
4th year	\$ 64170.85	\$ 64170.85	\$ 56232.70
5th year	\$ 67058.56	\$ 64170.85	\$ 56232.70
Totals for the period	\$ 307632.79	\$ 297039.79	\$ 281163.50
Savings over 5 years		\$ 10593.00	\$ 26469.29
		3%	9%



Performance you demand. Reliability you trust.™

Service Plan Options

Quote Number: 68080536

Benefits of Counting on Quincy	Parts Guardian	Preventive Guardian	Complete Guardian
Machine Inspection		X	X
Detailed Visit Reports with Recommendations		X	X
All Parts and Lubricants Required for Preventive Maintenance	X	X	X
Labor for Preventive Maintenance		X	X
Travel & Mileage Included		X	X
Automatic Visit Scheduling	X	X	X
Automated Parts Ordering with Shipping Included	X	X	X
Reliability Related Product Updates	X	X	X
Priority Service	High	Higher	Highest
Remote Monitoring (ICONS)	Optional	Optional	X
Overhaul Cost Included		Optional	X
Additional Service Warranty		X	X
Guaranteed Factory Warranty Compliance	X	X	X
Bumper-2-Bumper Coverage			X
Breakdown Parts & Lubricant Included			X
Breakdown Labor Included			X
Breakdown Travel & Mileage Included			X
Active Monitoring & Performance Follow Up			X
Fixed Yearly Price for Agreement Duration	X	X	X

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION**

ENGINEERING & ENVIRONMENTAL SERVICES

53-11110

541 04 4210

R & M - LF Gas Plant

UPWARD

DEPARTMENT NAME

ORG. KEY & OBJECT CODE

OBJECT CODE DESCRIPTION

REQUESTOR/SIGNATURE

DIRECTOR/DENIGATE - SIGNATURE

QUINCY

QUINCY

QUINCY

VENDOR #2

VENDOR #3

REQUISITION NO

REQUISITION DATE

PURCHASE ORDER NO

PURCHASE ORDER DATE

05-09-2025

SOLE SOURCE

PHONE NUMBER

CONTACT

UNIT PRICE

UNIT PRICE

DESCRIPTION

ITEM NO.

QUANTITY

UNIT PRICE

TOTAL PRICE

TOTAL PRICE

1 COMPRESSOR #QGD 50 100-150, COMPLETE GUARDIAN SERVICE

2 COMPRESSOR QGD 50 100-150, COMPLETE GUARDIAN SERVICE

3 COMPRESSOR #QKCS 636, COMPLETE GUARDIAN SERVICE

4 COMPRESSOR #QCMD 265, COMPLETE GUARDIAN SERVICE

5 COMPRESSOR #QGD 30 FF, PROTECTIVE GUARDIAN

6 COMPRESSOR QPNC 184, PROTECTIVE GUARDIAN

7 COMPRESSOR QCS 450, COMPLETE GUARDIAN

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12 QUOTE #68080536

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BID WITHOUT SHIPPING

SHIPPING CHARGES

TOTAL BID WITH SHIPPING

\$ 56,232.71

\$ -

\$ 56,232.71

\$ -

\$ -

\$ -

Work Order #

Asset #

Description

PURPOSE OF REQUISITION

SERVICE AGREEMENT ON ALL COMPRESSORS HERE AT THE LANDFILL



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Solid Waste Facility Operations- Landfill Gas Plant Compressors & Blowers Repairs

Appalachian Contracting Services

File Reference: 25-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Receive as information “Appalachian Contracting Services” emergency procured services in amount of \$95,681.56 through a sole source procurement for Solid Waste Facility Compressors & Blowers repair to keep the Facility in compliance with its regulatory permits. /AE
Background:	Solid Waste Facility (Facility) operations includes use of several compressors & blowers. This equipment is an integral part of the Facility regulatory compliance and daily operations, such as Landfill Gas Plant operation. Appalachian Contracting Services (Appalachian), being sole source for such equipment repairs, is repairing the equipment on as needed basis. There was such equipment repairs needed to keep the Facility operations in compliance with its regulatory permits and services that were procured as an emergency work.
Analysis:	Functional & operational equipment is the Facility regulatory compliance requirement. Presently Appalachian is providing compressor & blowers needed repairs services at the Facility, and being a sole source for such repairs, Appalachian was mobilized to get repairs done.
Financial Impact:	Funds in amount of \$95,681.56 area available in Waste Management Program budget operational funds.
Alternatives:	Not proposed.
Recommendation:	Receive as information “Appalachian Contracting Services” emergency procured services in amount of \$95,681.56 through a sole source procurement for Solid Waste Facility Compressors & Blowers repair to keep the Facility in compliance with its regulatory permits. /AE

Funds are available in the following accounts: (\$95,681.56) 541044210-52.11120 – Waste Management Operations budget

REVIEWED AND
APPROVED BY: HM/sr

**ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT****Hameed Malik, Ph.D., P.E.
Director****MEMORANDUM**

TO: Darrell White
FROM: Hameed Malik
Director
DATE: June 12, 2025
SUBJECT: EMERGENCY

[Handwritten signature: Darrell White]
[Handwritten signature: Hameed Malik]
6/30/25

The Environmental Services Department is requesting a sole source for Appalachian Contracting. They are the company for equipment repairs, parts and calibration of equipment located at the gas plant to ensure that we stay in compliance. The unit needs repairs because it is out of compliance with EPD regulations.

Thank you in advance for your time and attention. Please feel free to contact me on 706-592-3206 should you have any questions or require any additional information.

Attachment

Cc: File
Shane Capitosti

Engineering & Environmental Services Department
Solid Waste & Recycling Facility
4330 Deans Bridge Road, Blythe, GA 30805
(706) 592-3200 – Fax (706) 592-3255
WWW.AUGUSTAGA.GOV

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION**


DEPARTMENT NAME **ENGINEERING & ENVIRONMENTAL SERVICES**
 ORG. KEY & OBJECT CODE **541 04 4210**
 OBJECT CODE DESCRIPTION **R & M - LF Gas Plant**
 REQUESTOR/SIGNATURE **LRUFFIN**

APPALACHIAN CONTRACTING SERVICES

REQUISITION NO
 REQUISITION DATE
 PURCHASE ORDER NO
 PURCHASE ORDER DATE

2464114

04-09-2025

DIRECTOR/DENIGATE - SIGNATURE		VENDOR #1		VENDOR #2		VENDOR #3	
		APPALACHIAN CONTRACTING SERVICES					
		PHONE NUMBER	0				
BID#	SOLE SOURCE	ITEM NO.	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	ATLAS COMPACO BLOWER ASSEMBLY MODEL ZM08811		1	18,543.15	18,543.15		
2	RO-FLO COMPRESSOR REBUILD 9" INLET PRESSURE SERIAL #198		1	53,791.47	53,791.47		
3	RO-FLO COMPRESSOR REBUILD 9" INLET PRESSURE SERIAL #198		1	22,346.94	22,346.94		
4	PICK UP AND DELIVERY OF RO-FLO BLOWER ASSEMBLY		1	1,000.00	1,000.00		
5							
6	ESTIMATE #04082025001						
7							
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		BID WITHOUT SHIPPING		\$	95,681.56	\$	
		SHIPPING CHARGES		\$	-	\$	
		TOTAL BID WITH SHIPPING		\$	95,681.56	\$	

Work Order #	
Asset #	
PURPOSE OF REQUISITION	



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

Vendor: APPALACHIAN CONTRACTING SERVICES E-Verify Number: 1646307

Commodity: SERVICES

Estimated annual expenditure for the above commodity or service: \$ 95,681.56

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: HAMEED MALIK Department: ENGINEERING/ENV SVC Date: 04/14/25

Department Head Signature: [Signature] Date: 4/8/25

Approval Authority: [Signature] Date: 4/23/25

Administrator Approval: (required — not required) [Signature] Date: _____

COMMENTS:

**ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT****Hameed Malik, Ph.D., P.E.
Director****MEMORANDUM**

TO: Darrell White
FROM: Hameed Malik
Director
DATE: April 14, 2025
SUBJECT: Sole Source Justification

A handwritten signature in black ink, appearing to read "Hameed Malik", is written over the printed name and title.

The Environmental Services Department is requesting a sole source for Appalachian Contracting. They are the company for equipment repairs, parts and calibration of equipment located at the gas plant to ensure that we stay in compliance.

Thank you in advance for your time and attention. Please feel free to contact me at 706-592-3206 should you have any questions or require any additional information.

Attachment

Cc: File
Shane Capitosti

Engineering & Environmental Services Department
Solid Waste & Recycling Facility
4330 Deans Bridge Road, Blythe, GA 30805
(706) 592-3200 – Fax (706) 592-3255
WWW.AUGUSTAGA.GOV

APPALACHIAN CONTRACTING SERVICES

2381 ALLIE RD
 GREENVILLE, GA 30222 USA
 7069774966
 appalachiancontractingservices@gmail.com

Estimate**ADDRESS**

Environmental Services
 4330 Deans Bridge Rd
 Augusta, Ga 30805

ESTIMATE # 04082025001**DATE 04/08/2025****EXPIRATION DATE 04/18/2025**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Material	ATLAS COMPCO BLOWER ASSEMBLYMODEL-ZM08811 SER-1002888 SO # 1002888 REBUILD	1	18,543.15	18,543.15
	Material	RO-FLO COMPRESSOR REBUILD 9" INLET PRESSURE SERIAL # MODEL #198	1	53,791.47	53,791.47
		BLOWER THAT IS CURRENTLY AT SHOP AND DISASSEMBLED WAITING ON REPAIRS.			
	Material	RO-FLO COMPRESSOR REBUILD 9" INLET PRESSURE SERIAL # MODEL #198	1	22,346.94	22,346.94
		DISASSEMBLE AND INSPECTION OF BLOWER THAT IS AT THE LANDFILL THAT THE BEARINGS WENT OUT IN, AND REPLACEMENT OF BEARINGS AND END BELLS (DOES NOT INCLUDE REPAIR OF ANY INTERNAL PARTS OTHER THAN BEARINGS			
	Custom Amount	PICK UP AND DELIVERY OF RO-FLO BLOWER ASSEMBLY	1	1,000.00	1,000.00

DOWN PAYMENT OF 50% WILL BE DUE UPON ISSUE OF
PURCHASE ORDER, THE REMAINING BALANCE WILL BE DUE
NET 30.

DOES NOT INCLUDE ANY LABOR FOR INSTALLATION,
ALIGNMENT, BASELINE VIBRATION, OR ANY DELIVERY.

SUBTOTAL
TAX (8%)
TOTAL

95,681.56
0.00
\$95,681.56

Accepted By

Accepted Date



Engineering Services Committee Meeting

Meeting Date: July 8, 2025

Hurricane Helene Debris Removal Monitoring Services-

Supplement Funding – Supplement 6

RFP: 24-916

File Reference: 25-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplement funding (supplement 6) in amount not to exceed \$350,000.00 for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916
Background:	Hurricane Helene passed through Augusta-Richmond (ARC) the last week in (September 26-27, 2024). The entire ARC service area was severely impacted. Hurricane strength winds caused significant trees and infrastructure damage. Emergency response was initiated immediately utilizing inhouse forces and contract services that are extension of Augusta Engineering Infrastructure Maintenance program. Given disaster magnitude, Augusta mobilized CERES and GMC under emergency contract for removal & monitoring of debris from roadways and removal monitoring, simultaneous as required by FEMA for federal reimbursement of such expenses. In addition, Augusta, Georgia initiated request for proposals (RFP) to select disaster debris removal and monitoring contractors for continuity of services beyond the emergency contract period and similar services future needs. GMC was the selected firm based on RFP evaluation & selection criteria. On January 7, 2025, Augusta Commission awarded disaster debris monitoring services contract to GMC. GMC ongoing services under emergency contract transitioned to this new contract effective January 1, 2025.
Analysis:	FEMA requires disaster debris removal shall be monitored and removed volume documented by a specialized monitoring firm. GMC is providing such monitoring services soon after Hurricane passed through ARC. GMC presently providing services under RFP 25-916. To cover cost of such services, current not to authorized amount is \$8,728,000.00. Debris removal is still ongoing and additions funds are needed for continuity of uninterrupted monitoring services. This supplement (supplement 6) addition brings not to exceed total amount \$9,078,000.00.

Financial Impact: Funds – General Fund fund-balance. Reimbursement breakdown is. 75% FEMA, 12.5% State, and balance 12.5% Augusta, GA has to cover.

Alternatives: N/A

Recommendation: Approve supplement funding (supplement 6) in amount not to exceed \$350,000.00 for Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc (GMC). Also approve use of General Fund fund-balance to fund these services. AE/ 24-916

Funds are available in the following accounts: ((\$350,000) General Fund Balance – 220-041252-52.21113/814000003-52.121113

REVIEWED AND APPROVED BY: HM/sr



Engineering Services Committee Meeting

Meeting Date: 7/08/2025

Drinking Water State Revolving Fund (DWSRF) loan award for Inventory and Service Line Replacement of the Drinking Water System and Resolution of Governing Body

Department:	Utilities Department
Presenter:	Wes Byne, Director
Caption:	Motion to approve a Drinking Water State Revolving Fund (DWSRF) loan award between the Georgia Environmental Finance Authority (GEFA) and Augusta, Georgia for inventory and replacement of water service lines throughout the drinking water system and the Resolution of the Governing Body.
Background:	The Drinking Water State Revolving Fund (DWSRF) loan will be used in conjunction with other department resources to refine the inventory and implement replacement of the Augusta Drinking Water System's service lines to comply with the Environmental Protection Agency (EPA) Revised Lead and Copper Rule for water service line materials.
Analysis:	Augusta Utilities Department has been awarded a \$11,250,000.00 loan through the Drinking Water State Revolving Fund (DWSRF) to refine and compile a Drinking Water System Service Line Inventory and make the necessary service line replacements to the water system. These funds will allow Augusta Utilities to field investigate, provide public outreach & education, deploy resources and assets for modeling, and the installation of the water service lines identified for replacement.
Financial Impact:	This loan is in the amount of \$11,250,000.00 with principal forgiveness funding in the amount of \$5,625,000.00.
Alternatives:	Deny the loan agreement.
Recommendation:	Approve submission of the loan application
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



GEFA ACH AUTHORIZATION FORM

INVOICE/LOAN NUMBER (Enter "ALL" for all accounts with GEFA, if desired)

LSLR2022069

Vendor Legal Name

AUGUSTA-RICHMOND COUNTY

Doing Business As (DBA)

FEI #

DUNS #

SAM UEI #

SAM CAGE Code

E-Verify #

E-Verify Date

DISADVANTAGED
ENTERPRISES
DBE
Yes ☐
No ☐

VENDOR INFORMATION

Mailing address street
number or post office box
number, include suite
number if applicable

City

State

Zip Code

Phone #

Primary Contact Name

Contact 1 Email

Secondary Contact Name

Contact 2 Email

BANKING DETAILS

All vendors are required to receive payment via Automated Clearing House (ACH). Loan recipients are required to repay loans via ACH debit when construction projects are complete.

ABA/Routing #

Bank Account #

Bank Name

Bank Phone #

Use same information above for loan repayment ACH debit?

Yes

No

If no, complete loan repayment ACH
debit bank account info below.

Complete this section only if you are using a different bank account for loan repayment ACH debits.

ABA/Routing #

Bank Account #

Bank Name

Bank Phone #

Advice Email 1

Advice Email 2

We are limited to two email addresses for (re)payment
advice notifications and encourage use of distribution email
accounts, if additional contacts are required.

Authorized Signature
(electronic signature is allowed)

Print Name

Date Signed

INSTRUCTIONS FOR COMPLETING THIS FORM ARE AVAILABLE ON OUR WEBSITE AT GEFA.GEORGIA.GOV. PLEASE EMAIL THIS FORM ALONG
WITH A COMPLETED CURRENT YEAR W9 TO FINANCE@GEFA.GA.GOV.

LETTER TO BE PREPARED BY YOUR ACCOUNTANT**SAMPLE ACCOUNTANT'S LETTER****Date**

Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334-9006

Dear Sirs:

We have examined the financial statements of the funds and account groups of (Name of Jurisdiction), Georgia, as of (Date of last audit) and the related statements of revenues and expenditures and changes in fund balances or retained earnings for the (Name of Jurisdiction).

In connection with the abovementioned financial statements:

1. We are independent certified public accountants with respect to (Name of Jurisdiction), Georgia, within the meaning of the Code of Professional Ethics of the American Institute of Certified Public Accountants.
2. We have not examined any financial statements for (Name of Jurisdiction) for any period subsequent to (Date of last audit).
3. For purposes of this letter, we have read the minutes of the meetings of the (Name of Jurisdiction) since (Beginning date of new fiscal year); officials of the (city/county) have informed us that the minutes of all meetings through the date of this letter were set forth therein and have performed other procedures as follows:
 - (a) Read the unaudited interim operating statements prepared by the (Name of Jurisdiction); and
 - (b) Made inquiries of (Name of Jurisdiction) officials who have responsibility for financial and accounting matters.

The foregoing procedures do not constitute an examination made in accordance with generally accepted auditing standards. Also, they would not necessarily reveal matters of significance with respect to the comments in the following paragraph.

Accordingly, we make no representation regarding the sufficiency of the foregoing procedures for your purposes.

4. Nothing came to our attention as a result of the foregoing procedures that caused us to believe that:
 - (a) As of the date of this letter there were any significant changes in the fund balances/net position of the (Name of funds) fund(s) as compared with the fund balances/net position as of (Date of last audit); or
 - (b) For the period from (Date of last audit) to the date of this letter there was any significant decrease in the total revenues of the (Name of Jurisdiction) compared with the corresponding period in the preceding year, except for changes in recurring or non-recurring federal or state grants or other programs over which the (Name of Jurisdiction) has no control.
5. This letter is solely for the information of, and assistance to, the Georgia Environmental Finance Authority (GEFA) in conducting and documenting their investigation of the affairs of (Name of Jurisdiction) in connection with the Georgia Environmental Finance Loan Application and is not to be used, circulated, quoted or otherwise referred to within or without the Georgia Environmental Finance Authority for any other purpose except that reference may be made to it in the Georgia Environmental Finance Authority financing contract or in any list of closing documents pertaining to the offering of an environmental facility loan to (Name of Jurisdiction).

Very truly yours,

Signature

Printed Name

Date

Instructions for Form 8038-G

(Rev. October 2021)



Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to [IRS.gov/Form8038G](https://www.irs.gov/Form8038G).

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
\$100,000 or more	a separate Form 8038-G for each issue.
less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services. You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to [IRS.gov/PDS](https://www.irs.gov/PDS) for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to [IRS.gov/PDSstreetAddresses](https://www.irs.gov/PDSstreetAddresses).



PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, \$1.39 becomes \$1 and \$2.50 becomes \$3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Bond. This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

Taxable bond. This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

Tax-exempt bond. This is any obligation, including a bond, installment purchase

agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental bond. A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property), **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and **(b)** exceeds the lesser of 5% of the proceeds or \$5 million.

Issue price. The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding

sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets **both** of the following conditions.

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of the available construction proceeds of the issue that do not meet certain spending requirements as of the close of each 6-month period after the date the bonds were issued. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you

are filing to correct errors or change a previously filed return, check the **Amended Return** box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at [IRS.gov/EIN](https://www.irs.gov/EIN). The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. **Do not** check both boxes.

Line 20. Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in

exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Bonds

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for

example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5)(iv) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. Subject to certain exceptions under Regulations section 1.150-2(f), an issuer must adopt an official intent, as described in Regulations section 1.150-2(e), to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure.

Enter the date the official intent was adopted.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who

prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating

to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on the individual circumstances. The estimated burden for tax-exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through [IRS.gov/FormComments](https://www.irs.gov/FormComments).

Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where To File*, earlier.

**AUTHORIZED SIGNATURE CARD
FOR DRAWDOWN OF PROCEEDS
UNDER GEFA PROGRAMS**

Name of Recipient:

AUGUSTA-RICHMOND CO

GEFA Project Number

LSLR2022069

SIGNATURES OF OFFICIALS AUTHORIZED TO DRAW ON THE CITED PROJECT

☐ ONLY ONE SIGNATURE REQUIRED ON PAYMENT VOUCHERS

OR

☐ ANY TWO SIGNATURES REQUIRED TO SIGN OR COUNTERSIGN

Typed Name and Signature

Typed Name and Signature

Typed Name and Signature

Typed Name and Signature

I certify that the signatures above are of the individuals authorized to request payment under the project cited above.
(The attesting official below cannot be one of the officials that is named above as authorized to sign draw requests)

SIGNATURE OF ATTESTING OFFICIAL (Recipient)

DATE



ATTESTING
OFFICIAL *
CANNOT BE
ONE OF ABOVE
SIGNATURES

March 21, 2024

Mr. Sean Barr
Director of Engineering
Augusta Utilities Department
452 Walker St, Suite 200
Augusta, GA 30901

Re: Augusta Utilities Department – Loan No. LSLR2022069

Dear Mr. Barr:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Drinking Water State Revolving Fund loan in the amount of \$11,250,000 on March 21, 2024. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

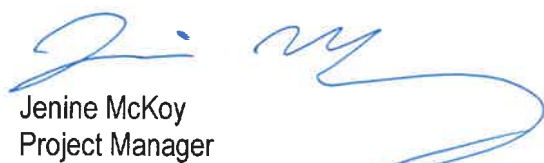
Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

1. Principal Forgiveness Funding. If you have received principal forgiveness funding from GEFA, you should take note of the following unique aspects of your documents:
 - a. GEFA may award your project principal forgiveness in the amount of \$5,625,000, if all loan funds are drawn.
 - b. The body of the loan agreement and the promissory note specify the full loan amount approved by the GEFA board, not including principal forgiveness. The level of applicable principal forgiveness for your loan is specified in Exhibit D.
 - c. The 8038-G and Tax Certificate specify only the "unforgiven" portion (full amount minus principal forgiveness) of the loan, assuming the full value of the loan is disbursed.
2. Origination Fee. The origination fee is payable in one payment of \$168,750 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.

3. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website. The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.
4. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.
5. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
6. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$30,275.09 per month throughout the life of repayment.
7. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement.

If you have any questions, please contact me at 404-584-1055 or jmckoy@gefa.ga.gov.

Sincerely,



Jenine McKoy
Project Manager

Brian P. Kemp
GovernorHunter Hill
Executive Director**Recipient Execution Checklist**Borrower Name: AUGUSTA-RICHMOND COUNTYLoan Number: LSLR2022069

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed loan documents by **July 31, 2025**, the contract execution expiration date as outlined in item (13)(d) of the loan agreement.

(2) Loan Agreements

- ☐
- Both loan agreements are signed and marked with the borrower's seal

Exhibit E: Opinion of Borrower's Counsel

- ☐
- Signed, dated, and on the attorney's letterhead

Exhibit F: Resolution of Governing Body

- ☐
- Signed, dated, and marked with the borrower's seal.
- This resolution authorizes the signer and attester. The same people must sign all the documents.**

Promissory Note

- ☐
- Signed, dated, and marked with the borrower's seal

IRS 8038-G Form

- ☐
- Sections #3a, #3b, #10a, and #10b are completed
-
- ☐
- Signed and dated by the mayor, chairman, sole commissioner, or director

Tax Certificate

- ☐
- Signed, dated, and marked with the borrower's seal

Signature Card

- ☐
- Completed, box checked, attested (not one of the signers), and dated

Vendor Authorization for ACH Electronic Funds Transfer

- ☐
- Completed, signed, and dated with a voided check/deposit ticket attached

Letter from Borrower's Auditor

- ☐
- GEFA project manager will provide a template.

Project Performance Worksheet

- ☐
- <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>

AUGUSTA-RICHMOND COUNTY
Loan/Project No. LSLR2022069
PROMISSORY NOTE

\$11,250,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$11,250,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **TWO AND 67/100 PERCENT (2.67%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **MAY 1, 2030**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission

by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

AUGUSTA-RICHMOND COUNTY

Approved as to form:

By: _____
Borrower's Attorney

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

SEAL

Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. October 2021)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return ► <input type="checkbox"/>
1 Issuer's name AUGUSTA-RICHMOND COUNTY	2 Issuer's employer identification number (EIN) 58-2204274	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 452 WALKER STREET, SUITE 200	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code AUGUSTA, GA 30901		7 Date of issue
8 Name of issue Loan Agreement w/Georgia Environmental Finance Authority (GEFA)		9 CUSIP number LSLR2022069
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15 5,625,000
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>	
b If bonds are BANs, check only box 19b <input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity
21	3/1/2050	\$ 5,625,000	\$ 5,625,000	10.93 years
(e) Yield 2.67 %				

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23 5,625,000
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30 5,625,000

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name _____ Preparer's signature _____ Date _____ Check ☐ if self-employed PTIN _____

Firm's name ► _____ Firm's EIN ► _____

Firm's address ► _____ Phone no. _____

Recipient: AUGUSTA-RICHMOND COUNTY

Loan Number: LSLR2022069

TAX CERTIFICATE

Certain terms that are used herein and that are defined or used in the Internal Revenue Code of 1986, as amended (the "Code"), or in the Treasury Regulations issued thereunder are explained in general terms in Exhibit I attached to this Certificate and made a part hereof. These terms have been marked with an asterisk.

The undersigned officials of **AUGUSTA-RICHMOND COUNTY** (the "Borrower") hereby certify that we are the duly appointed, qualified, and acting officials of the Borrower set forth under our respective signatures, and that we have all authority necessary to execute this Certificate on behalf of the Borrower, and we hereby certify for and on behalf of the Borrower that:

1. In General

1.1. We are familiar with the loan in the authorized principal amount not to exceed **\$5,625,000** the "Loan"), being made by the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to the Borrower pursuant to the terms of a Loan Agreement, dated the date hereof, between the Lender and the Borrower, for the purpose of providing funds that will be used to permanently finance the costs of certain replacements, additions, extensions, and improvements to the Borrower's environmental facilities (the "System"). The Loan is a draw-down loan, in which the Lender will advance loan amounts to the Borrower to pay for eligible costs only after such costs have been incurred by the Borrower. Proceeds of the Loan will not be invested before they are used to pay eligible costs. The Borrower reasonably expects to draw the full amount of the Loan to pay eligible costs within the 3-year period beginning on the "issue date."*

2. Private Activity Bond Test

2.1. Either (a) no more than ten percent of the proceeds of the Loan are to be used for any "private business use"; or

(b) the payment of the principal of, or the interest on, no more than ten percent of the proceeds of the Loan is (under the terms of the Loan or any underlying arrangement) directly or indirectly (1) secured by any interest in (A) property used or to be used for a "private business use,"* or (B) payments in respect of such property, or (2) to be derived from payments (whether or not to the Borrower) in respect of property, or borrowed money, used or to be used for a "private business use."*

2.2. No proceeds of the Loan are to be used for any "private business use,"* which use is not related to any "government use"* of such proceeds.

2.3. The proceeds of the Loan that are to be used for any "private business use"* will not exceed the proceeds of the Loan that are to be used for the "government use"* to which such "private business use"* relates.

2.4. The amount of the proceeds of the Loan that are to be used (directly or indirectly) to make or finance loans to persons other than "qualified users"* will not exceed the lesser of five percent of such proceeds or \$281,250.

2.5. Without limiting the general nature of the certifications set forth above, the Borrower certifies as follows:

(i) The Borrower will own and operate the System.

(ii) The System will be available for general public use.

(iii) Use of the System by any person other than a "qualified user"* will be on the same basis as use by other members of the general public. No portion of the services, facilities, and commodities provided by the System will be made available to any one customer (other than a "qualified user"*), or limited group of customers (other than "qualified users"*), on a basis other than the same basis as such services, facilities, and commodities are made available to the general public. The Borrower may, however, grant volume discounts to reasonable classifications of "private users,"* if other "private users"* in the same classifications are entitled to the same volume discounts.

(iv) The Borrower knows of no facts or circumstances surrounding the capital improvements to be financed by the Loan that would indicate that the primary purpose of the capital improvements to be financed by the Loan is to benefit one "private user"* or a limited number of "private users."*

3. Contracts and Other Arrangements

3.1. The Borrower has not entered into and will not enter into any output or take or take-or-pay contracts or other preferred arrangements with any entity other than a "qualified user"* with respect to the services, facilities, and commodities provided by the System.

3.2. The Borrower has not entered into and will not enter into any lease or other contract providing for use of the System with any entity other than a "qualified user."*

3.3. The Borrower has not entered into and will not enter into a "management contract"* involving the System with any entity other than a "qualified user,"* unless it is a "qualified management contract."*

3.4. The Borrower has not entered into and will not enter into any other arrangements with any entity other than a "qualified user"* that convey special legal entitlements to the services, facilities, and commodities provided by the System.

4. Section 149 Matters

4.1. The Loan is not and will not be "federally guaranteed."*

4.2. The Borrower reasonably expects that at least 85 percent of the spendable proceeds of the Loan will be used to carry out the governmental purposes of the Loan within the 3-year period beginning on the "issue date."* Not more than 50 percent of the proceeds of the Loan will be invested in nonpurpose investments having a substantially guaranteed yield for 4 years or more.

To the best of our knowledge, information, and belief, there are no other facts, estimates, or circumstances that would materially change any of the foregoing certifications. The representations contained in this Certificate are made for the benefit of the Lender and may be relied upon by the Lender in determining whether or not the interest on the Loan is subject to income taxation by the United States under existing statutes, regulations, and decisions.

Dated: _____

AUGUSTA-RICHMOND COUNTY

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

EXHIBIT I**DEFINITIONS**

The following definitions are furnished only as general guidelines. For complete definitions, competent tax counsel should be consulted.

"Eligible Expense Reimbursement Arrangement"

"Eligible expense reimbursement arrangement" means a "management contract"* under which the only compensation consists of reimbursements of actual and direct expenses paid by the "service provider"* to "unrelated parties"* and reasonable related administrative overhead expenses of the "service provider."*

"Federally Guaranteed"

(1) An obligation will be considered to be "federally guaranteed" if:

(a) the payment of principal or interest with respect to such obligation is guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof);

(b) such obligation is issued as part of an issue and 5% or more of the proceeds of such issue are to be -

(i) used in making loans the payment of principal or interest with respect to which are to be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof), or

(ii) invested (directly or indirectly) in federally insured deposits or accounts; or

(c) the payment of principal or interest on such obligation is otherwise indirectly guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof).

(2) A federally insured deposit or account means any deposit or account in a financial institution to the extent such deposit or account is insured under federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration, or any similar federally chartered corporation.

(3) An obligation will not be treated as federally guaranteed if the obligation is guaranteed by:

(a) the Federal Housing Administration, the Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Government National Mortgage Association; or

(b) the Student Loan Marketing Association.

(4) The provisions prohibiting an obligation from being federally guaranteed are inapplicable to:

(a) proceeds of an issue invested for an initial temporary period until such proceeds are needed for the purpose for which such issue was issued,

(b) investments of a bona fide debt service fund,

(c) investments of a reserve that meets the requirements of Section 148(d) of the Code,

(d) investments in bonds issued by the United States Treasury, or

(e) other investments permitted under regulations.

"Government Use"

"Government use" means any use other than a "private business use."*

"Issue Date"

"Issue date" means the first date on which the aggregate draws under the Loan exceed the lesser of \$281,250 or 5 percent of **\$5,625,000**.

"Managed Property"

"Managed property" means the portion of facilities or capital projects, including land, buildings, equipment, or other property, financed in whole or in part with proceeds of the Loan, with respect to which a "service provider"* provides services.

"Management Contract"

"Management contract" means a management, service, or incentive payment contract between the Borrower and a "service provider"* under which the "service provider"* provides services for a "managed property."* A "management contract"* does not include a contract or portion of a contract for the provision of services before a managed property is placed in service (for example, pre-operating services for construction design or construction management).

"Private Business Use"

"Private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a "qualified user."* For purposes of the preceding sentence, use as a member of the general public is not taken into account, and any activity carried on by a person other than a natural person is treated as a trade or business.

"Private User"

"Private user" means a person other than a "qualified user."*

"Qualified Management Contract"

"Qualified management contract" means a "management contract"* that (1) is an "eligible expense reimbursement arrangement"* or (2) meets all of the applicable requirements set forth in (a), (b), (c), (d), (e), and (f) below.

(a) General Financial Requirements.

(1) In general. The payments to the "service provider"* under the contract must be reasonable compensation for services rendered during the term of the contract. Compensation includes payments to reimburse actual and direct expenses paid by the "service provider"* and related administrative overhead expenses of the "service provider."*

(2) No net profit arrangements. The contract must not provide to the "service provider"* a share of net profits from the operation of the "managed property."* Compensation to the "service provider"* will not be treated as providing a share of net profits if no element of the compensation takes into account, or is contingent upon, either the "managed property's"* net profits or both the "managed property's"* revenues and expenses for any fiscal period. For this purpose, the elements of the compensation are the eligibility for, the amount of, and the timing of the payment of the compensation. Further, solely for purposes of determining whether the amount of the compensation meets the requirements of this paragraph (2), any reimbursements of actual and direct expenses paid by the "service provider"* to "unrelated parties"* are disregarded as compensation. Incentive compensation will not be treated as proving a share of net profits if the eligibility for the incentive compensation is determined by the "service provider's"* performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and the timing of the payment of the compensation meet the requirements of this paragraph (2).

(3) No bearing of net losses of the "managed property." The contract must not, in substance, impose upon the "service provider"* the burden of bearing any share of net losses from the operation of the "managed property."* An arrangement will not be treated as requiring the "service provider"* to bear a share of net losses if: (i) the determination of the amount of the "service provider's"* compensation and the amount of any expenses to be paid by the "service provider"* (and not reimbursed), separately and collectively, do not take into account either the "managed property's"* net losses or both the "managed property's"* revenues and expenses for any fiscal period; and (ii) the timing of the payment of

compensation is not contingent upon the “managed property’s” net losses. For example, a “service provider” whose compensation is reduced by a stated dollar amount (or one of multiple stated dollar amounts) for failure to keep the “managed property’s” expenses below a specified target (or one of multiple specified targets) will not be treated as bearing a share of net losses as a result of this reduction.

(b) Term of the Contract and Revisions. The term of the contract, including all “renewal options,” is no greater than the lesser of 30 years or 80 percent of the weighted average “reasonably expected economic life” of the “managed property.” A contract that is materially modified with respect to any matters relevant to this definition is retested under this definition as a new contract as of the date of the material modification.

(c) Control Over Use of the “Managed Property.” The Borrower must exercise a significant degree of control over the use of the “managed property.” This control requirement is met if the contract requires the Borrower to approve the annual budget of the “managed property,” capital expenditures with respect to the “managed property,” each disposition of property that is part of the “managed property,” rates charged for the use of the “managed property,” and the general nature and type of use of the “managed property” (for example, the type of services). For this purpose, for example, the Borrower may show approval of capital expenditures for the “managed property” by approving an annual budget for capital expenditures described by functional purpose and specific maximum amounts, and the Borrower may show approval of dispositions of property that is part of the “managed property” in a similar manner. Further, the Borrower may show approval of rates charged for use of the “managed property” by either expressly approving such rates (or the methodology for setting such rates) or by including in the contract a requirement that the “service provider” charge rates that are reasonable and customary as specifically determined by an independent third party.

(d) Risk of Loss of the “Managed Property.” The Borrower must bear the risk of loss upon damage or destruction of the “managed property” (for example, upon force majeure). The Borrower does not fail to meet this risk of loss requirement as a result of insuring against risk of loss through a third party or imposing upon the “service provider” a penalty for failure to operate the “managed property” in accordance with the standards set forth in the “management contract.”

(e) No Inconsistent Tax Position. The “service provider” must agree that it is not entitled to and will not take any tax position that is inconsistent with being a “service provider” to the Borrower with respect to the “managed property.” For example, the “service provider” must agree not to take any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the “managed property.”

(f) No Circumstances Substantially Limiting Exercise of Rights. The “service provider”* must not have any role or relationship with the Borrower that, in effect, substantially limits the Borrower’s ability to exercise its rights under the contract, based on all the facts and circumstances. This requirement is satisfied if:

(1) no more than 20 percent of the voting power of the governing body of the Borrower in the aggregate is vested in the directors, officers, shareholders, partners, members, and employees of the “service provider”*;

(2) the governing body of the Borrower does not include the chief executive officer of the “service provider”* or the chairperson (or equivalent executive) of the “service provider’s”* governing body; and

(3) the chief executive officer of the “service provider”* is not the chief executive officer of the Borrower or any of the Borrower’s related parties (as defined in Treasury Regulation Section 1.150-1(b)). For purposes of the above, the phrase “service provider”* includes related parties (as defined in Treasury Regulation Section 1.150-1(b)) and the phrase “chief executive officer” includes a person with equivalent management responsibility.

“Qualified User”

“Qualified user” means a state or political subdivision of a state or any instrumentality thereof.

“Reasonably Expected Economic Life”

The average “reasonably expected economic life” of the “managed property”* shall be determined:

(i) by taking into account the respective costs of such “managed property”* and

(ii) as of the date on which the “managed property”* is “placed in service”* (or is expected to be “placed in service”*).

Land is not taken into account. The economic life of assets is to be determined on a case by case basis (although Revenue Procedure 62-21 and the ADR system where applicable may be used to establish the economic lives of structures and other assets, respectively).

“Renewal Option”

“Renewal option” means a provision under which either party has a legally enforceable right to renew the contract. Thus, for example, a provision under which a

contract is automatically renewed for 1-year periods absent cancellation by either party is not a renewal option (even if it is expected to be renewed).

“Service Provider”

“Service provider” means any person other than a “qualified user”^{*} that provides services to or for the benefit of the Borrower under a “management contract.”^{*}

“Unrelated Parties”

“Unrelated parties” means persons other than a related party (as defined in Treasury Regulation Section 1.150-1(b)) or a “service provider’s”^{*} employee.

**DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

AUGUSTA-RICHMOND COUNTY

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this "**Agreement**") dated _____, 20____, by and between **AUGUSTA-RICHMOND COUNTY**, a Georgia public body corporate and politic (the "**Borrower**"), whose address for purposes of this Agreement shall be **452 WALKER STREET, SUITE 200, AUGUSTA, GA 30901** and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be 47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334.

1. **Background** - The Lender desires to loan to the Borrower of **ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$11,250,000)** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the "**Loan**") available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **MAY 1, 2030**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$11,250,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. **Interest, Fees, and Other Charges** - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of zero and 0/100 percent (1.50%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. **Prepayment** - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. **Authorized Borrower Representative and Successors** - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "**Authorized Borrower Representative**") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any

person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an "**Advance**"), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the "**Credit Documents**") shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and

stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Potential Litigation (post contract execution). Borrower acknowledges its ongoing duty to provide Lender with details of any legal or administrative action involving the Borrower unless it is clear that the legal or administrative action cannot be considered material in the context of Credit Documents and/or the project itself. Said notification shall

be promptly provided in writing once any litigation has been instituted, pending or threatened.

(d) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(f) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(g) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely

affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(h) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(i) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(j) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(k) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse

change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(l) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(m) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at

such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition,

construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower’s entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys’ fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or

hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the

performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **SEPTEMBER 21, 2024**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

Approved as to form:

By: _____
Borrower's Attorney

AUGUSTA-RICHMOND COUNTY

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

**DRINKING WATER STATE REVOLVING
FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Hunter Hill
Executive Director

(SEAL)

**EXHIBIT A
PAGE 1 OF 3****DESCRIPTION OF THE PROJECT****SCOPE OF WORK****Recipient: AUGUSTA-RICHMOND COUNTY****Loan Number: LSLR2022069**

Augusta-Richmond County seeks to conduct an inventory to identify existing lead service lines in its drinking water system through investigation activities, such as employee interviews, acquisition of tax records or engineering site plans, predictive and statistical modeling, field investigations, and/or potholing. During this process of identification, the county will begin to replace the existing lead service lines found within their distribution system.

EXHIBIT A
PAGE 2 OF 3

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: **AUGUSTA-RICHMOND COUNTY**

Loan Number: **LSLR2022069**

ITEM	TOTAL	DWSRF	OTHER CONTRIBUTIONS
Engineering & Administration	\$	\$	\$450,000
Service Line Investigation & Potholing	-	-	-
Devices & Equipment	-	-	-
Communication & Outreach Plan	-	-	-
LSL Replacement Plan	-	-	-
Sampling & Filters	-	-	-
Contingency	-	-	-
Other	-	-	-
TOTAL	\$11,700,000	\$11,250,000	\$450,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval with the exception of Devices & Equipment (which require Lender approval). In no event shall the Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

**EXHIBIT A
PAGE 3 OF 3****DESCRIPTION OF THE PROJECT****PROJECT SCHEDULE****Recipient: AUGUSTA-RICHMOND COUNTY****Loan Number: LSLR2022069**

ACTION	DATE
Plans & Specs Submitted to EPD	AUGUST 2025
Bid Opening	NOVEMBER 2025
Notice to Proceed	JANUARY 2026
Completion of Construction	JANUARY 2030

EXHIBIT B
PAGE 1 OF 3
AUGUSTA-RICHMOND COUNTY
LSLR2022069

SPECIMEN PROMISSORY NOTE

\$11,250,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$11,250,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **TWO AND 67/100 PERCENT (2.67%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **MAY 1, 2030**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

EXHIBIT B
PAGE 2 OF 3

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

EXHIBIT B
PAGE 3 OF 3

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, ____.

(SEAL)

AUGUSTA-RICHMOND COUNTY

By: SPECIMEN

Name:

Title:

Approved as to form:

Attest:

By: SPECIMEN

Borrower's Attorney

By: SPECIMEN

Name:

Title:

**EXHIBIT C
PAGE 1 OF 2****BIDDING AND PRECONSTRUCTION REQUIREMENTS****Recipient:** **AUGUSTA-RICHMOND COUNTY****Loan Number:** **LSLR2022069**

- I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
- II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.
- III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
- V. Sealed bids, with a public bid opening, are required.
- VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
- VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
- VIII. The Borrower must require 100 percent payment and performance bonds.
- IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

**EXHIBIT C
PAGE 2 OF 2**

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e).
(This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

EXHIBIT D
PAGE 1 OF 6

STATE REQUIREMENTS

Recipient: **AUGUSTA-RICHMOND COUNTY**

Loan Number: **LSLR2022069**

None.

EXHIBIT D
PAGE 2 OF 6**FEDERAL REQUIREMENTS****Recipient:** **AUGUSTA-RICHMOND COUNTY****Loan Number:** **LSLR2022069**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

EXHIBIT D
PAGE 3 OF 6

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

EXHIBIT D
PAGE 4 OF 6

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Forgiveness of Debt Service. In accordance with the Appropriations language, the Lender agrees to forgive **\$5,625,000** of this Loan, if all funds are drawn.

Upon the occurrence and continuation of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate or suspend its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall terminate or suspend immediately. In the case of suspension of the Lender's agreement to forgive principal and interest payments due on the Loan, upon the cessation of such Event of Default, the Lender may, in its discretion, by written notice to the Borrower, reinstate its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall reinstate immediately.

10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. Reserved.
12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

EXHIBIT D
PAGE 5 OF 6

financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

15. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
16. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contract;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

EXHIBIT D
PAGE 6 OF 6

FINANCIAL COVENANTS

Recipient: **AUGUSTA-RICHMOND COUNTY**

Loan Number: **LSLR2022069**

None.

EXHIBIT E
PAGE 1 OF 2**OPINION OF BORROWER'S COUNSEL**

(Please furnish this form on Attorney's Letterhead)

DATE

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334

Ladies and Gentlemen:

As counsel for the **AUGUSTA-RICHMOND COUNTY** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **LSLR2022069**, between the Borrower and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

EXHIBIT E
PAGE 2 OF 2

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

EXHIBIT F

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: **AUGUSTA-RICHMOND COUNTY**

Loan Number: **LSLR2022069**

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$11,250,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.



(Signature of Person to Execute Documents) (Print Title)



(Signature of Person to Attest Documents) (Print Title)

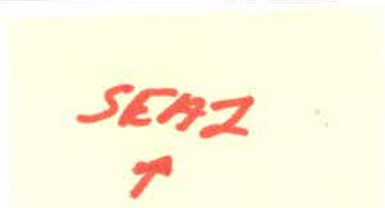
The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

(SEAL)

Secretary/Clerk







Engineering Services Committee Meeting

July 8, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the June 10, 2025 Engineering Services Committee Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



ENGINEERING SERVICES COMMITTEE MEETING MINUTES

Commission Chamber
Tuesday, June 10, 2025
1:10 PM

PRESENT:

Commissioner Alvin Mason, Chairman
Commissioner Wayne Guilfoyle, Vice Chairman
Commissioner Don Clark, Member
Commissioner Jordan Johnson, Member
Mayor Garnett Johnson
Commissioner Francine Scott
Commissioner Tina Slendak
Commissioner Tony Lewis
Commissioner Catherine Rice

ENGINEERING SERVICES

1. Motion to approve the minutes of the June 10, 2025 Engineering Services Committee Meeting.

Motion to approve

Motion made by Clark and seconded by Guilfoyle
Voting Yea: Mason, Clark, Johnson and Guilfoyle

Motion carried 4-0

2. **Mr. Eric Gaines** - awareness to Railroad Street deteriorating infrastructure as a fire and safety hazards.

Motion to direct the Engineering Department to initiate the road improvement project for the **Railroad Street Area**, and begin an analysis of property owners in the area and to distribute notices of blight ordinance or chronic nuisance ordinance violation(s).

Motion to approve

Motion made by Johnson and seconded by Mason
Voting Yea: Mason, Clark, Johnson and Guilfoyle

Motion carried 4-0

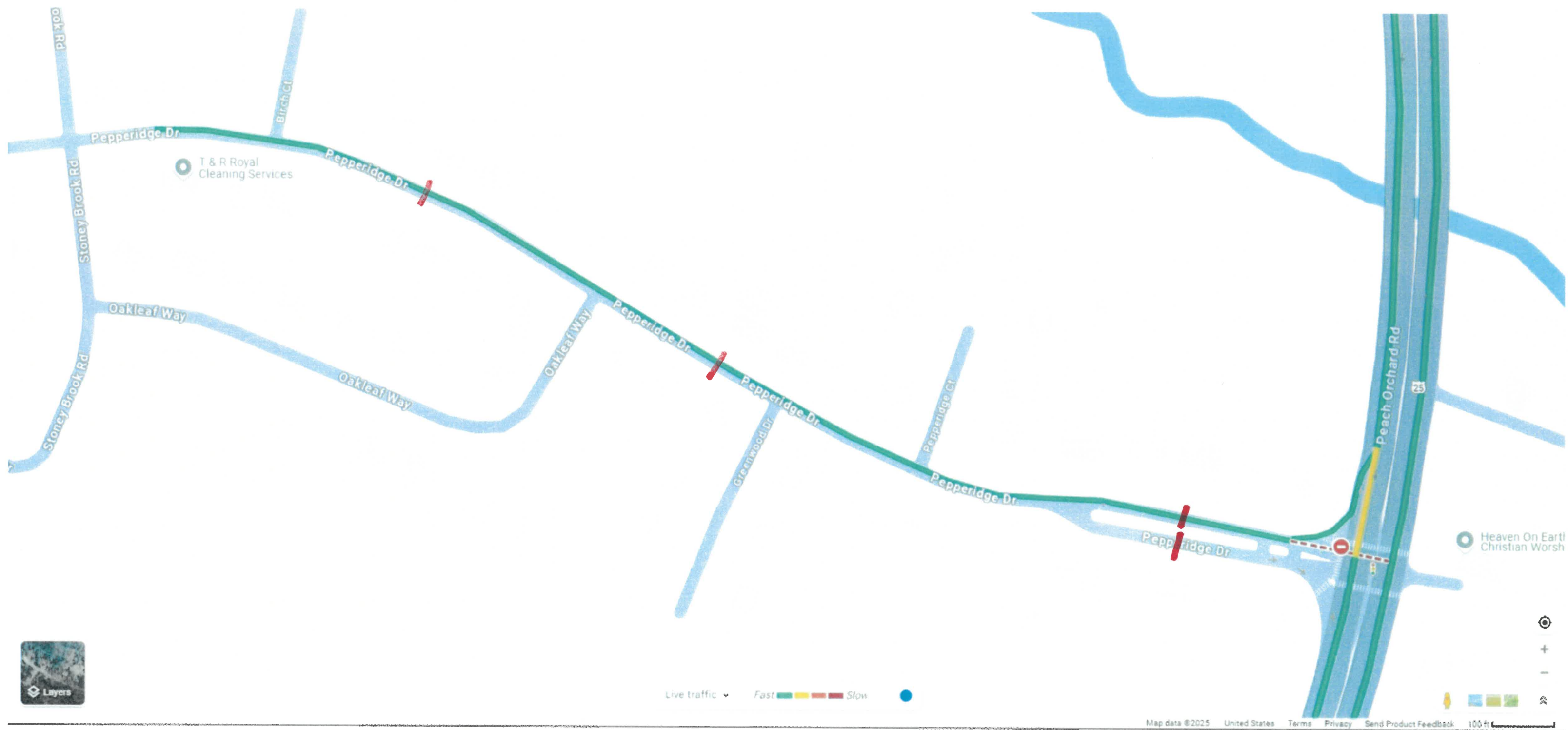


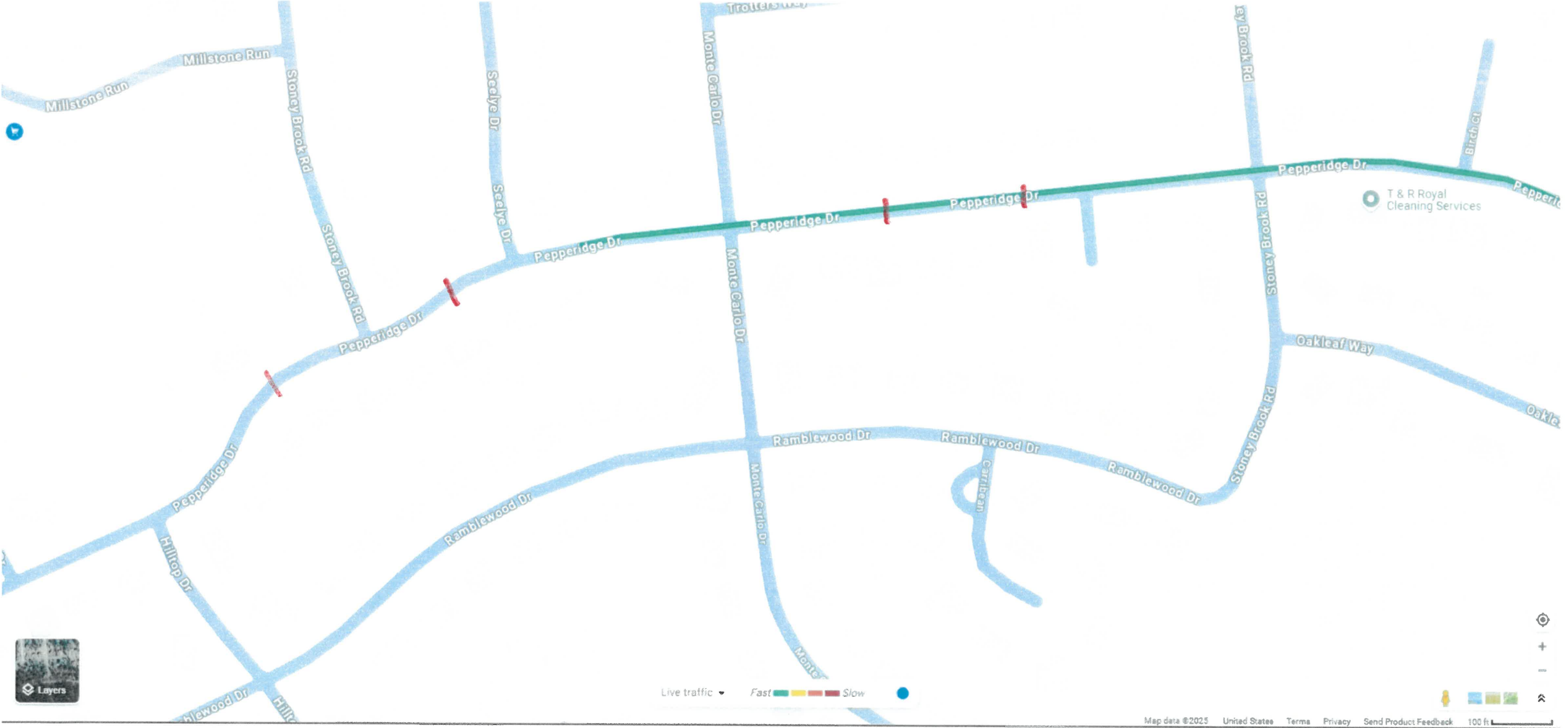
Engineering Services Committee Meeting

Meeting Date: July 8, 2025

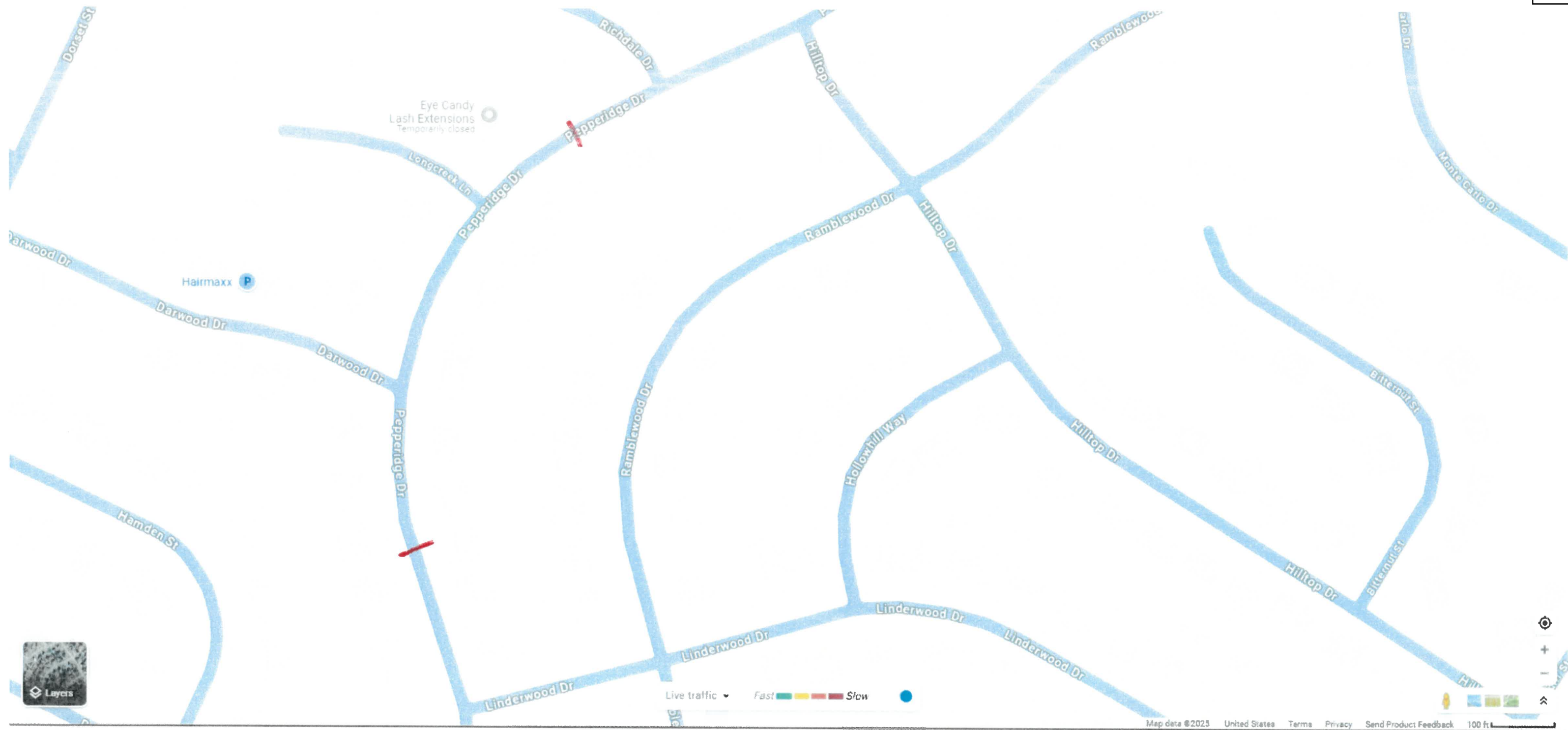
Speed Hump Request for Pepperidge Drive

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the installation of thirteen (13) speed humps along Pepperidge Drive between Peach Orchard Road and Lyonia Lane per adopted Augusta speed hump policy. Approve construction funds in the amount of \$65,000. /AE
Background:	The residents of this area requested to go through the speed hump process. The speed survey showed that the majority of the vehicles traveling along this street section were going 10 mph over the posted speed limit. Approximately 51% of the property owners adjacent to Pepperidge Drive signed the required petition. AE&ESD will install up to 13 speed humps per Augusta policy.
Analysis:	Based on current cost of materials and labor, the price to install one standard speed hump is approximately \$5,000. Per the adopted policy, thirteen (13) speed humps will be installed to calm traffic and reduce overall vehicle speeds. This total number of required speed humps exceeds the original understanding that each Commissioner would receive approximately four (4) each year. However, this is the only street that has made it through the process and been approved for speed hump installation this year. Funds from other Commission District will be utilized to complete this construction.
Financial Impact:	Adequate funds are available, and expenditures of this amount will leave enough funding for other traffic calming projects throughout the remainder of this fiscal year.
Alternatives:	Do not approve installation of speed humps along Pepperidge Drive.
Recommendation:	Approve the installation of thirteen (13) speed humps along Pepperidge Drive between Peach Orchard Road and Lyonia Lane at a cost of approximately \$65,000.
Funds are available in the following accounts:	(\$65,000) 101041710-5319160
<u>REVIEWED AND APPROVED BY:</u>	HM/sr





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